Docket #0714 Date Filed: 06/23/2023

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

In re:	§	Chapter 11
TEHUM CARE SERVICES, INC.,[1]	§	Case No. 23-90086 (CML)
Debtor.	§	

GENEVA CONSULTING LLC'S WITNESS AND EXHIBIT LIST FOR HEARING ON JUNE 27, 2023, AT 1:00 P.M. (PREVAILING CENTRAL TIME)

Geneva Consulting LLC ("**Geneva**") files this Witness and Exhibit List for the hearing to be held on June 27, 2023, at 1:00 p.m. (prevailing Central Time) (the "**Hearing**").

WITNESSES

Geneva may call any of the following witnesses at the Hearing:

1. Any witness listed by any other party; and
2. Rebuttal witnesses as necessary.

EXHIBITS

Geneva may offer into evidence any of the following exhibits at the Hearing:

Ex. #	Description	Offered	Objection	Admitted/ Not Admitted	Disposition
1.	Notice of Service of Subpoenas to Geneva Consulting, LLC [Docket No. 401]				
2.	Geneva Consulting LLC's Responses and Objections to Official Unsecured Creditors' Committee Subpoena				
3.	Email chain dated May 30, 2023 between Committee counsel and Geneva counsel				

[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.

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Ex. #	Description	Offered	Objection	Admitted/ Not Admitted	Disposition
4.	Email chain dated June 7, 2023 between Committee counsel and Geneva counsel				
5.	Geneva document production emails date June 22, 2023 and June 9, 2023				
6.	Email chain dated June 22, 2023 between Committee counsel and Geneva counsel				
	Any document or pleading filed in the above-captioned case				
	Any exhibit introduced by any other party				
	Rebuttal exhibits as necessary				

Geneva reserves the right to amend or supplement this Witness and Exhibit List as necessary in advance of the Hearing.

Dated: June 23, 2023
Houston, Texas

Respectfully Submitted,

/s/ Timothy A. ("Tad") Davidson II

Timothy A. ("Tad") Davidson II (TX Bar No. 24012503)
Joseph P. Rovira (TX Bar No. 24066008)
Philip M. Guffy (TX Bar No. 24113705)
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Counsel for Geneva Consulting LLC

CERTIFICATE OF SERVICE

I certify that on June 23, 2023, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Timothy A. ("Tad") Davidson II
Timothy A. ("Tad") Davidson II

Exhibit 1

Notice of Service of Subpoenas to Geneva Consulting, LLC [Docket No. 401]

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

In re:	)	Chapter 11
TEHUM CARE SERVICES, INC.,[1]	)	Case No. 23-90086 (CML)
Debtor.	)	

NOTICE OF SERVICE OF SUBPOENAS TO GENEVA CONSULTING, LLC

PLEASE TAKE NOTICE that, pursuant to Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, the Official Unsecured Creditors' Committee will serve Subpoenas to Produce Documents, Information, or Objects to Permit Inspection of Premises in a Bankruptcy Case on Geneva Consulting, LLC. A true and correct copy of the Subpoena, including Exhibit A, to be served, is attached hereto.

DATED this 19th day of April, 2023.

STINSON LLP

By: */s/ Paul B. Lackey*
Paul B. Lackey
(TX Bar No. 00791061)
2200 Ross Avenue, Suite 2900
Dallas, TX 75201
Telephone (214) 560-2201
paul.lackey@stinson.com

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[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.

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Michael Pappas
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COUNSEL FOR THE COMMITTEE

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on April 19, 2023 the foregoing document was electronically filed with the court using the CM/ECF system, which sent notification to all parties of interest participating in the CM/ECF System.

/s/ Paul B. Lackey
Paul B. Lackey
Counsel for the Committee

EXHIBIT A

UNITED STATES BANKRUPTCY COURT

Southern District of Texas, Houston Division

In re Tehum Care Services, Inc.
Debtor

(Complete if issued in an adversary proceeding)

Plaintiff
v.
Defendant

Case No. 23-90086 (CML)

Chapter 11

Adv. Proc. No. _____

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A BANKRUPTCY CASE (OR ADVERSARY PROCEEDING)

To: Geneva Consulting LLC
(Name of person to whom the subpoena is directed)

☒ *Production*: **YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material:

PLACE	DATE AND TIME
Stinson, LLP, 2200 Ross Avenue, Suite 2900 Dallas, TX 75201; paul.lackey@stinson.com; nicholas.zluticky@stinson.com	April 26, 2023 at 9:00 a.m. (CT)

☐ *Inspection of Premises*: **YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

PLACE	DATE AND TIME

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: April 19, 2023

CLERK OF COURT

OR

_____
Signature of Clerk or Deputy Clerk

/s/Nicholas Zluticky
Attorney's signature

The name, address, email address, and telephone number of the attorney representing *(name of party)* _____, who issues or requests this subpoena, are:

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named person as follows: _____
_____
_____ on (*date*) _____ ; or

☐ I returned the subpoena unexecuted because: _____
_____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of $ _____ .

My fees are $ _____ for travel and $_____ for services, for a total of $_____ .

I declare under penalty of perjury that this information is true and correct.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)
(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

…

(g) Contempt. The court for the district where compliance is required – and also, after a motion is transferred, the issuing court – may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

For access to subpoena materials, see Fed. R. Civ. P. 45(a) Committee Note (2013)

EXHIBIT A

DEFINITIONS

1. "You", "Your", or "Yours" shall mean Geneva Consulting LLC along with each of its agents, employees, attorneys, representatives, affiliates, consultants, and all other persons acting or purporting to act on its behalf.

2. The terms "Communication" or "Communications" mean the statement or transmission of facts, information, advice, counsel, and/or inquiry from one person to another, whether orally, in writing, by acts or actions, by signs, by appearances, electronically, telephonically, or otherwise.

3. "Combination Merger" means the combination merger occurring between Tehum Care Services, Inc. f/k/a Corizon Health, Inc. and the Merger Parties, which became effective on May 5, 2022 and whereby the Debtor became the sole surviving entity.

4. "CHS" shall mean CHS TX, Inc. along with each of its agents, employees, attorneys, representatives, affiliates, consultants, and all other persons acting or purporting to act on its behalf."

5. "Credit Agreement" means the *Senior Secured Superpriority Debtor-in- Possession Credit Agreement* authorizing the Debtor to obtain senior secured postpetition financing on a superpriority basis pursuant to the terms and conditions of the DIP Orders.

6. "Divisional Merger" means the divisional merger providing that CHS would be formed and that documented which the Debtor's assets and liabilities were to remain with the Debtor and which were to be allocated to CHS, which became effective on May 5, 2022.

7. "DIP Orders" refers to the Interim and Final Orders requested in the *Debtor's Emergency Motion for Entry of an Interim and Final Orders (I) Authorizing the Debtor to (A) Obtain Postpetition Financing and (B) Use Cash Collateral, (II) Granting Liens and Providing*

Claims with Superiority Administrative Expense Status, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief.

8. "Document" shall be given the broadest possible interpretation consistent with the applicable rules of procedure, including, but not limited to, the original or a copy of any graphic material of any kind or nature whatsoever, including electronically stored information, however produced or reproduced, any writing, drawing, graph, chart, photograph, telephone-record, tape recording, video tape, or other data compilation in which information can be reproduced or obtained, including computer tapes, disc, or print-outs which are in your possession, custody, control, or known by you to exist, including, without limiting the generality of the foregoing, all drafts, contracts, diaries, calendars, desk pads, correspondence, communications, emails, telegrams, teletypes, memoranda, notes, studies, reports, lists, minutes and entries in books of any account relating or referring in any way to the subject matter of these requests. The term "Document" shall also mean all copies of documents by whatever means made, except where a document is identified or produced, identical copies which do not contain any markings, additions, or deletions, different from the original document, need not be separately identified or produced

9. "Funding Agreement" means the funding agreement by and between M2 and the Debtor.

10. "M2" means M2 Loanco, LLC along with each of its agents, employees, attorneys, representatives, affiliates, consultants, and all other persons acting or purporting to act on its behalf.

11. "M2 HoldCo" means M2 HoldCo, LLC along with each of its agents, employees, attorneys, representatives, affiliates, consultants, and all other persons acting or purporting to act on its behalf.

12. "M2 EquityCo" means M2 EquityCo, LLC along with each of its agents, employees, attorneys, representatives, affiliates, consultants, and all other persons acting or purporting to act on its behalf.

13. "M2 Parties" means M2, M2 HoldCo, and M2 EquityCo along with each of their agents, employees, attorneys, representatives, affiliates, consultants, and all other persons acting or purporting to act on its behalf.

14. "Merger Parties" means Corizon, LLC, Valitas Health Services, Inc., and Corizon Health of New Jersey along with each of their agents, employees, attorneys, representatives, affiliates, consultants, and all other persons acting or purporting to act on their behalf.

15. "MSA" means the Master Servicing Agreement entered into, and effective as of May 5, 2022 by and between You and the YesCare Parties.

16. "Person" has the meaning set forth in 11 U.S.C. § 101(41).

17. "YesCare" shall mean YesCare Corp. along with each of its agents, employees, attorneys, representatives, affiliates, consultants, and all other persons acting or purporting to act on its behalf.

18. "YesCare Parties" shall mean YesCare, CHS, and Corizon Health of New Mexico along with each of their agents, employees, attorneys, representatives, affiliates, consultants, and all other persons acting or purporting to act on its behalf.

19. The terms "and" and "or" shall be interpreted in every instance as meaning "and/or" and shall not, in either instance, be interpreted disjunctively to exclude any document or information otherwise within the scope of any description or request herein.

INSTRUCTIONS

For the purposes of these discovery requests, the following instructions shall apply:

20. The information requested herein is not restricted to Your personal knowledge, but includes information in the possession of or available to any of Your agents, representatives and/or attorneys.

21. To the extent that a Request calls for more detailed information than is available, respond to such Request by providing any and all responsive information which is available and an explanation of why the remaining information is not available to You. A negative response to a Request will be understood to be a representation that You have no responsive information in any lesser detail.

22. With respect to electronically stored information ("ESI") that is covered by this request, produce such ESI in a manner that preserves the integrity of the files, including, but not limited to, the contents of the file and the Meta-Data (including System Meta-Data, Substantive Meta-Data, and Embedded Meta-Data related to the file, and the file's creation date and time). The general process to preserve the data integrity of a file may include one or more of the following procedures: (a) duplication of responsive files in the file system (*i.e.*, creating a forensic copy, including a bit image copy, of the file system or pertinent portion), (b) performing a routine copy of the files while preserving Meta-Data (including, but not limited to creation date and time), and/or (c) using reasonable measures to prevent a file from being, or indicate that a file has been, modified, either intentionally or unintentionally, since the collection or production date of the files. Some Native Files contain, in addition to Substantive Meta-Data and/or System Meta-Data, Embedded Meta-Data, which for purposes of this subpoena, means the text, numbers, content, data, or other information that is directly or indirectly inputted into a Native File by a user and which is not typically visible to the user viewing the output display of the Native File on screen or as a print out. Examples of Embedded Meta-Data include, but are not limited to, spreadsheet

formulas that display as the result of the formula operation, hidden columns, externally or internally linked files (*e.g.*, hyperlinks to HTML files or URLs) references and fields (*e.g.*, the field codes for an auto-numbered document), and certain database information if the data is part of a database (*e.g.*, a date field in a database will display as formatted date, but its actual value is typically a long integer).

23. Responsive Documents maintained as electronically stored information shall be produced as either a .pdf or .tiff file that show all text and images visible to a reader using the native software with an accompanying extracted text file taken directly from the native file including all of the following metadata and coding fields that can be extracted in processing:

ProdBeg
ProdEnd
BegAttach
EndAttach
Custodian/Source
DocumentType (recommend field be populated with EMAIL, EDOC, etc.)
EmailSubject
DateSent
To
From
CC
BCC
AttachFilename
FileName
Title
Subject
DateCreated
TimeCreated
DateLastMod
TimeLastMod
DateRcvd
TimeRcvd
TimeSent
SourceFilePath
Author
MD5Hash
Importance
Redacted

ParentID
AttachIDs

24. Excel or equivalent spreadsheets shall be produced in native format with cell data and formulas populated. Where the native file is in color the .pdf and .tiff files shall be in color. All imbedded sound files shall be produced.

25. All Documents shall be produced in an orderly manner (and with appropriate markings or other identification) so that the Committee will be able to identify the source of the Document, the file in which the Document is or was maintained, the person to whom such file belongs or belonged, and the specific Request to which the Document is responsive.

26. If any Document responsive to any Request is no longer in Your possession, custody, control or care, state whether the Document: (a) is missing or lost; (b) has been destroyed; (c) has been transferred voluntarily or involuntarily to others; or (d) has been otherwise disposed of or discarded. In each such situation, set forth the facts surrounding such disposition, identify the person(s) directing or authorizing the disposition and list the disposition date.

27. If You object to any part of a Request, answer all parts of such Request as to which You do not object, and as to each part to which You do object, set forth the basis for the objection.

28. All objections or answers to these Requests, which fail or refuse to respond fully on the ground of any claim of privilege of any kind whatsoever or other basis for nondisclosure, shall:

a. State the nature of the claim of privilege or nondisclosure and the basis for the claim;

b. A description of all Documents, including:

i. The date of the Document;

ii. The name and job title of its author(s) or preparer(s);

iii. The name and job title of each person to whom the Document was sent or who has seen, had access to, or custody of the Document;

iv. The Request to which the Document is responsive; and

v. In the case of any Document that relates in any way to an oral communication, identify the participants and attendees of such communication.

c. Identify all persons on whose behalf the claim of privilege or nondisclosure is being asserted;

d. Identify all persons having knowledge of any facts related to the claim of privilege or nondisclosure; and

e. State all facts relied upon in support of or related to the assertion of privilege or nondisclosure.

29. Unless otherwise specified, the relevant period for these Requests shall be from January 1, 2020 through the present.

REQUESTS

1. All documents identifying Your current officers, directors, partners, or managers.

2. All documents identifying any of Your former officers, directors, partners, or managers.

3. All documents identifying Your current members and the amount of membership interest and date membership interest was acquired.

4. A copy of your organizational chart and ownership structure.

5. All documents that reflect any change in membership interest in Geneva Consulting LLC from March 1, 2022 to present.

6. All documents related to the MSA, including the MSA itself, your internal communications relating in any way to the MSA, and all communications with any other parties relating to the MSA.

7. All documents evidencing payments you received pursuant to the MSA.

8. All documents related to the Funding Agreement.

9. All communications with the Debtor regarding the Funding Agreement.

10. All documents that reflect the amounts funded under the Funding Agreement.

11. All internal communications and communications with third parties regarding the Funding Agreement.

12. All documents related to the Credit Agreement.

13. All communications with the Debtor and/or the YesCare Parties regarding the Credit Agreement.

14. All documents that reflect the amounts funded under the Credit Agreement.

15. All internal communications and communications with third parties regarding Credit Agreement.

16. All Communications between and/or among You and any of the following parties: the Debtor, the Merger Parties, CHS and YesCare.

17. All Documents in any way relating to the Combination Merger, including, but not limited to, all agreements and transfer documents (including all drafts thereof) effectuating the Combination Merger.

18. All Communications between You and the Debtor, the Merger Parties, or the YesCare Parties in any way relating to the Combination Merger.

19. All Communications between You and any Person in any way relating to the Combination Merger.

20. All Documents in any way relating to the Divisional Merger, including, but not limited to all agreements and transfer documents (including all drafts thereof) effectuating the Divisional Merger.

21. All Communications between You and the Debtor, the Merger Parties, the YesCare Parties in any way relating to the Divisional Merger.

22. All Communications between You and any Person in any way relating to the Divisional Merger.

23. All Documents in any way relating to the Funding Agreement and/or any transfer of funds by or between You and the M2 Parties, including, but not limited to, the Funding Agreement itself and any drafts thereof.

24. All Documents relating to any transfer of funds transferred from the M2 Parties to the Debtor or the YesCare Parties.

25. All Communications between You and the Debtor in any way relating to any consulting You provided to the Debtor.

26. All Communications between You and the Debtor in any way relating to any consulting You provided to the YesCare Parties.

27. All documents or communications relating in any way to an obligation of the Debtor, the YesCare Parties, the Merger Parties, or the M2 Parties.

Exhibit 2

Geneva Consulting LLC's Responses and Objections to Official Unsecured Creditors' Committee Subpoena

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

In re:	§	Chapter 11
TEHUM CARE SERVICES, INC.,[1]	§	Case No. 23-90086 (CML)
Debtor.	§	

GENEVA CONSULTING LLC'S RESPONSES AND OBJECTIONS TO OFFICIAL UNSECURED CREDITORS' COMMITTEE SUBPOENA

To: Nicholas Zluticky, 1201 Walnut, Suite 2900, Kansas City, MO 64106.

Geneva Consulting LLC ("**Geneva**"), through the undersigned counsel, hereby submits the following objections and responses to the subpoena and accompanying requests for production of documents (collectively, the "**Subpoena**" or the "**Requests**") served by the Official Unsecured Creditors' Committee (the "**Committee**") in the above-captioned case. Geneva reserves the right to supplement any and all objections or responses as discovery proceeds.

Dated: June 9, 2023

HUNTON ANDREWS KURTH, LLP

/s/ Timothy A. "Tad" Davidson II

Timothy A. "Tad" Davidson II (Texas Bar No. 24012503)
Joseph P. Rovira (Texas Bar No. 24066008)
Philip M. Guffy (Texas Bar No. 24113705)
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Facsimile: 713-220-4285
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JosephRovira@HuntonAK.com
PGuffy@HuntonAK.com

[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.

CERTIFICATE OF SERVICE

I certify that on June 9, 2023, , a true and correct copy of the foregoing document was served via email and first class mail on counsel for the Official Unsecured Creditors' Committee:

STINSON LLP

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/s/ Timothy A. "Tad" Davidson II
Timothy A. "Tad" Davidson II

PRELIMINARY STATEMENT AND OBJECTIONS

The following objections ("**General Objections**") form a part of and are specifically incorporated into each of Geneva's responses and objections, even though they may not be specifically referred to in each and every response. Failure to refer specifically to any of these General Objections in any specific response is not a waiver.

1. Geneva objects to the Requests, as well as any related instructions or definitions, (a) to the extent they seek to impose duties and obligations upon Geneva beyond those required by the Federal Rules of Civil Procedure; (b) to the extent that they seek the production of documents or information protected by the attorney-client privilege, the work-product privilege, or any other similar applicable privilege; (c) to the extent they are duplicative, cumulative, and overburdensome; and (d) to the extent they seek the production of documents or information that constitute confidential proprietary business information, trade secrets, or other similar confidential commercial information except pursuant to an acceptable protective order.

2. Geneva further objects to the Requests as the Requests have failed to identify the specific contested matter for which the Requests are being made. Discovery in a bankruptcy case may only be obtained in connection with an adversary proceeding, a contested matter, or pursuant to Rule 2004. The Committee has not sought a Rule 2004 examination of Geneva, and neither the Requests nor the Subpoena have identified the adversary proceeding or contested matter for which discovery is being requested. Without specifying the appropriate context for the Requests, it is impossible for Geneva or its counsel to accurately assess the propriety of the breadth or scope of any particular request. This is of particular concern here where many of the Requests are very broad.

3. Geneva further objects to the Requests in their entirety to the extent they seek documents that are already in the possession of the Committee or can be obtained more easily from the Debtor or other parties on the grounds that the Subpoena is unreasonably duplicative, cumulative, unduly burdensome, and expensive in seeking documents that are otherwise more readily available from, and can be more easily produced by, another party.

4. Geneva's responses to these requests are made to the best of Geneva's present knowledge, information and belief. Discovery, investigation, research, and analysis are ongoing and may disclose the existence of additional facts, add meaning to known facts, establish entirely new factual conclusions, establish entirely new legal contentions, or possibly lead to additions, variations, or changes to these responses. The responses herein are, therefore, based only upon Geneva's knowledge as of the date of these responses and are given without prejudice to Geneva's right to supplement or amend its responses.

5. The information set forth in Geneva's responses was obtained from persons currently employed by Geneva or, in the alternative, was gathered by counsel for Geneva on its behalf. Geneva is a business entity that necessarily acts through its employees, members, managers, and/or agents. In responding to these requests, Geneva has made reasonable efforts to research information regarding the subject of the present proceeding.

6. Geneva's responses are not to be construed as a waiver of any rights, privileges, or objections available to Geneva. Furthermore, Geneva's responses shall not be deemed an admission of relevance, materiality, or admissibility into evidence of any information provided in responding to these requests.

7. Geneva objects to the Definitions and Instructions to the extent that they seek to impose obligations on Geneva that differ from or do not exist under applicable law.

RESPONSES AND OBJECTIONS TO THE DOCUMENT REQUESTS

Document Request No. 1:

All documents identifying Your current officers, directors, partners, or managers.

RESPONSE: Geneva specifically objects to this request requiring production of "all documents" on the grounds that such a request is overbroad and unduly burdensome. Geneva further objects to this request to the extent that it seeks the production of documents or information protected by the attorney-client privilege, the work-product privilege, or any other similar applicable privilege. Geneva further objects to this request as overbroad and unduly burdensome because the Subpoena does not identify a contested matter or other relevant proceeding for which the discovery is being sought. Subject to these objections and the General Objections, Geneva will produce documents responsive to this request to the extent such documents exist.

Document Request No. 2:

All documents identifying any of Your former officers, directors, partners, or managers.

RESPONSE: Geneva specifically objects to this request requiring production of "all documents" on the grounds that such a request is overbroad and unduly burdensome. Geneva further objects to this request to the extent that it seeks the production of documents or information protected by the attorney-client privilege, the work-product privilege, or any other similar applicable privilege. Geneva further objects to this request as overbroad and unduly burdensome because the Subpoena does not identify a contested matter or other relevant proceeding for which the discovery is being sought. Geneva does not believe that any documents responsive to this request exist, but, subject to these objections and the General Objections, will nonetheless perform a reasonable search for non-privileged documents within Geneva's possession, custody or control to determine whether any documents exist that are responsive to this request within Geneva's possession, custody, or control.

Document Request No. 3:

All documents identifying Your current members and the amount of membership interest and date membership interest was acquired.

RESPONSE: Geneva specifically objects to this request requiring production of "all documents" on the grounds that such a request is overbroad and unduly burdensome. Geneva further objects to this request to the extent that it seeks the production of documents or information protected by the attorney-client privilege, the work-product privilege, or any other similar applicable privilege. Geneva further objects to this request as overbroad and unduly burdensome because the Subpoena does not identify a contested matter or other relevant proceeding for which the discovery is being sought. Subject to these objections and the General Objections, Geneva will produce documents responsive to this request to the extent such documents exist.

Document Request No. 4:

A copy of your organizational chart and ownership structure.

RESPONSE: Geneva objects to this request to the extent that it seeks the production of documents or information protected by the attorney-client privilege, the work-product privilege, or any other similar applicable privilege. Geneva further objects to this request as overbroad and unduly burdensome because the Subpoena does not identify a contested matter or other relevant proceeding for which the discovery is being sought. Subject to these objections and the General Objections, Geneva will produce documents responsive to this request to the extent such documents exist.

Document Request No. 5:

All documents that reflect any change in membership interest in Geneva Consulting LLC from March 1, 2022 to present.

RESPONSE: Geneva specifically objects to this request requiring production of "all documents" on the grounds that such a request is overbroad and unduly burdensome. Geneva further objects to this request to the extent that it seeks the production of documents or information protected by the attorney-client privilege, the work-product privilege, or any other similar applicable privilege. Geneva further objects to this request as overbroad and unduly burdensome because the Subpoena does not identify a contested matter or other relevant proceeding for which the discovery is being sought. Geneva does not believe that any documents responsive to this request exist but, subject to these objections and the General Objections, will nonetheless perform a reasonable search for non-privileged documents within Geneva's possession, custody, or control to determine whether any documents exist that are responsive to this request within Geneva's possession, custody, or control.

Document Request No. 6:

All documents related to the MSA, including the MSA itself, your internal communications relating in any way to the MSA, and all communications with any other parties relating to the MSA.

RESPONSE: Geneva specifically objects to this request requiring production of "all documents" and "all communications" on the grounds that such a request is overbroad and unduly burdensome. Geneva further objects to this request to the extent that it seeks the production of documents or information protected by the attorney-client privilege, the work-product privilege, or any other similar applicable privilege. Geneva further objects to this request as overbroad and unduly burdensome because the Subpoena does not identify a contested matter or other relevant proceeding for which the discovery is being sought. In addition, Geneva objects to this request because it seeks documents and communications related to an agreement between non-debtor parties that is not relevant to any claims or defenses that could be asserted in this bankruptcy proceeding. In addition, Geneva objects to this request because it seeks documents and communications related to an agreement between non-debtor parties that is not relevant to any

claims or defenses that could be asserted in this bankruptcy proceeding. Subject to these objections and the General Objections, Geneva will produce documents responsive to this request.

Document Request No. 7:

All documents evidencing payments you received pursuant to the MSA.

RESPONSE: Geneva specifically objects to this request requiring production of "all documents" on the grounds that such a request is overbroad and unduly burdensome. Geneva further objects to this request to the extent that it seeks the production of documents or information protected by the attorney-client privilege, the work-product privilege, or any other similar applicable privilege. Geneva further objects to this request as overbroad and unduly burdensome because the Subpoena does not identify a contested matter or other relevant proceeding for which the discovery is being sought. In addition, Geneva objects to this request because it seeks documents related to an agreement between non-debtor parties that is not relevant to any claims or defenses that could be asserted in this bankruptcy proceeding. Subject to these objections and the General Objections, Geneva will produce documents responsive to this request.

Document Request No. 8:

All documents related to the Funding Agreement.

RESPONSE: Geneva specifically objects to this request requiring production of "all documents" on the grounds that such a request is overbroad and unduly burdensome. Geneva further objects to this request to the extent that it seeks the production of documents or information protected by the attorney-client privilege, the work-product privilege, or any other similar applicable privilege. Geneva further objects to this request as overbroad and unduly burdensome because the Subpoena does not identify a contested matter or other relevant proceeding for which the discovery is being sought. In addition, Geneva objects to this request because, on information and belief, documents and communications related to the Funding Agreement have already been produced to the Committee and are in the Committee's possession or will be produced to the Committee by other parties. Geneva does not believe that it has any additional documents responsive to this request within its possession, custody, or control but, subject to these objections and the General Objections, will nonetheless perform a reasonable search for non-privileged documents within Geneva's possession, custody, or control to determine whether any additional documents responsive to this request are within Geneva's possession, custody, or control.

Document Request No. 9:

All communications with the Debtor regarding the Funding Agreement.

RESPONSE: Geneva specifically objects to this request requiring production of "all communications" on the grounds that such a request is overbroad and unduly burdensome. Geneva further objects to this request to the extent that it seeks the production of documents or information protected by the attorney-client privilege, the work-product privilege, or any other similar applicable privilege. Geneva further objects to this request as overbroad and unduly burdensome because the Subpoena does not identify a contested matter or other relevant proceeding for which

the discovery is being sought. In addition, Geneva objects to this request because, on information and belief, documents and communications related to the Funding Agreement have already been produced to the Committee and are in the Committee's possession or will be produced to the Committee by other parties. Geneva does not believe that it has any additional documents responsive to this request within its possession, custody, or control but, subject to these objections and the General Objections, will nonetheless perform a reasonable search for non-privileged documents within Geneva's possession, custody, or control to determine whether any additional documents responsive to this request are within Geneva's possession, custody, or control.

Document Request No. 10:

All documents that reflect the amounts funded under the Funding Agreement.

RESPONSE: Geneva specifically objects to this request requiring production of "all documents" on the grounds that such a request is overbroad and unduly burdensome. Geneva further objects to this request to the extent that it seeks the production of documents or information protected by the attorney-client privilege, the work-product privilege, or any other similar applicable privilege. Geneva further objects to this request as overbroad and unduly burdensome because the Subpoena does not identify a contested matter or other relevant proceeding for which the discovery is being sought. In addition, Geneva objects to this request because, on information and belief, documents and communications related to the Funding Agreement have already been produced to the Committee and are in the Committee's possession or will be produced to the Committee by other parties. Geneva does not believe that it has any additional documents responsive to this request within its possession, custody, or control but, subject to these objections and the General Objections, will nonetheless perform a reasonable search for non-privileged documents within Geneva's possession, custody, or control to determine whether any additional documents responsive to this request are within Geneva's possession, custody, or control.

Document Request No. 11:

All internal communications and communications with third parties regarding the Funding Agreement.

RESPONSE: Geneva specifically objects to this request requiring production of "all communications" on the grounds that such a request is overbroad and unduly burdensome. Geneva further objects to this request to the extent that it seeks the production of documents or information protected by the attorney-client privilege, the work-product privilege, or any other similar applicable privilege. Geneva further objects to this request as overbroad and unduly burdensome because the Subpoena does not identify a contested matter or other relevant proceeding for which the discovery is being sought. In addition, Geneva objects to this request because, on information and belief, documents and communications related to the Funding Agreement have already been produced to the Committee and are in the Committee's possession or will be produced to the Committee by other parties. Geneva does not believe that it has any additional documents responsive to this request within its possession, custody, or control but, subject to these objections and the General Objections, will nonetheless perform a reasonable search for non-privileged documents within Geneva's possession, custody, or control to determine whether any additional documents responsive to this request are within Geneva's possession, custody, or control.

Document Request No. 12:

All documents related to the Credit Agreement.

RESPONSE: Geneva specifically objects to this request requiring production of "all documents" on the grounds that such a request is overbroad and unduly burdensome. Geneva further objects to this request to the extent that it seeks the production of documents or information protected by the attorney-client privilege, the work-product privilege, or any other similar applicable privilege. Geneva further objects to this request as overbroad and unduly burdensome because the Subpoena does not identify a contested matter or other relevant proceeding for which the discovery is being sought. In addition, Geneva objects to this request because, on information and belief, documents and communications related to the Credit Agreement have already been produced to the Committee and are in the Committee's possession or will be produced to the Committee by other parties. Geneva further objects to this request because it is not a party to the Credit Agreement and has had no connection to the Credit Agreement. Geneva does not believe that it has any additional documents responsive to this request within its possession, custody, or control but, subject to these objections and the General Objections, will nonetheless perform a reasonable search for non-privileged documents within Geneva's possession, custody, or control to determine whether any additional documents responsive to this request are within Geneva's possession, custody, or control.

Document Request No. 13:

All communications with the Debtor and/or the YesCare Parties regarding the Credit Agreement.

RESPONSE: Geneva specifically objects to this request requiring production of "all communications" on the grounds that such a request is overbroad and unduly burdensome. Geneva further objects to this request to the extent that it seeks the production of documents or information protected by the attorney-client privilege, the work-product privilege, or any other similar applicable privilege. Geneva further objects to this request as overbroad and unduly burdensome because the Subpoena does not identify a contested matter or other relevant proceeding for which the discovery is being sought. In addition, Geneva objects to this request because, on information and belief, documents and communications related to the Credit Agreement have already been produced to the Committee and are in the Committee's possession or will be produced to the Committee by other parties. Geneva further objects to this request because it is not a party to the Credit Agreement and has had no connection to the Credit Agreement. Geneva does not believe that it has any additional documents responsive to this request within its possession, custody, or control but, subject to these objections and the General Objections, will nonetheless perform a reasonable search for non-privileged documents within Geneva's possession, custody, or control to determine whether any additional documents responsive to this request are within Geneva's possession, custody, or control.

Document Request No. 14:

All documents that reflect the amounts funded under the Credit Agreement.

RESPONSE: Geneva specifically objects to this request requiring production of "all documents" on the grounds that such a request is overbroad and unduly burdensome. Geneva further objects to this request to the extent that it seeks the production of documents or information protected by the attorney-client privilege, the work-product privilege, or any other similar applicable privilege. Geneva further objects to this request as overbroad and unduly burdensome because the Subpoena does not identify a contested matter or other relevant proceeding for which the discovery is being sought. In addition, Geneva objects to this request because, on information and belief, documents and communications related to the Credit Agreement have already been produced to the Committee and are in the Committee's possession or will be produced to the Committee by other parties. Geneva further objects to this request because it is not a party to the Credit Agreement and has had no connection to the Credit Agreement. Geneva does not believe that it has any additional documents responsive to this request within its possession, custody, or control but, subject to these objections and the General Objections, will nonetheless perform a reasonable search for non-privileged documents within Geneva's possession, custody, or control to determine whether any additional documents responsive to this request are within Geneva's possession, custody, or control.

Document Request No. 15:

All internal communications and communications with third parties regarding Credit Agreement.

RESPONSE: Geneva specifically objects to this request requiring production of "all communications" on the grounds that such a request is overbroad and unduly burdensome. Geneva further objects to this request to the extent that it seeks the production of documents or information protected by the attorney-client privilege, the work-product privilege, or any other similar applicable privilege. Geneva further objects to this request as overbroad and unduly burdensome because the Subpoena does not identify a contested matter or other relevant proceeding for which the discovery is being sought. In addition, Geneva objects to this request because, on information and belief, documents and communications related to the Credit Agreement have already been produced to the Committee and are in the Committee's possession or will be produced to the Committee by other parties. Geneva further objects to this request because it is not a party to the Credit Agreement and has had no connection to the Credit Agreement. Geneva does not believe that it has any additional documents responsive to this request within its possession, custody, or control but, subject to these objections and the General Objections, will nonetheless perform a reasonable search for non-privileged documents within Geneva's possession, custody, or control to determine whether any additional documents responsive to this request are within Geneva's possession, custody, or control.

Document Request No. 16:

All Communications between and/or among You and any of the following parties: the Debtor, the Merger Parties, CHS and YesCare.

RESPONSE: Geneva specifically objects to this request requiring production of "all communications" on the grounds that such a request is overbroad and unduly burdensome. Additionally, Geneva objects to this request to the extent it seeks production of all communications with the Debtor, the Merger Parties, CHS and YesCare without any limit as to matters that are relevant to any claims and defenses that could be asserted in this bankruptcy proceeding. Geneva further objects to this request to the extent that it seeks the production of documents or information protected by the attorney-client privilege, the work-product privilege, or any other similar applicable privilege. Geneva further objects to this request as overbroad and unduly burdensome because the Subpoena does not identify a contested matter or other relevant proceeding for which the discovery is being sought. In addition, Geneva objects to this request because, on information and belief, communications responsive to this request have already been produced to the Committee and are in the Committee's possession or will be produced to the Committee by other parties. In addition, Geneva objects to this request because it seeks communications related to the MSA, an agreement between non-debtor parties that is not relevant to any claims or defenses that could be asserted in this bankruptcy proceeding. Geneva does not believe that it has any additional documents responsive to this request within its possession, custody, or control but, subject to these objections and the General Objections, will nonetheless perform a reasonable search for non-privileged documents within Geneva's possession, custody, or control to determine whether any additional documents responsive to this request are within Geneva's possession, custody, or control.

Document Request No. 17:

All Documents in any way relating to the Combination Merger, including, but not limited to, all agreements and transfer documents (including all drafts thereof) effectuating the Combination Merger.

RESPONSE: Geneva specifically objects to this request requiring production of "all documents" on the grounds that such a request is overbroad and unduly burdensome. Geneva further objects to this request to the extent that it seeks the production of documents or information protected by the attorney-client privilege, the work-product privilege, or any other similar applicable privilege. Geneva further objects to this request as overbroad and unduly burdensome because the Subpoena does not identify a contested matter or other relevant proceeding for which the discovery is being sought. In addition, Geneva objects to this request because, on information and belief, documents and communications related to the Combination Merger have already been produced to the Committee and are in the Committee's possession or will be produced to the Committee by other parties. Geneva does not believe that it has any additional documents responsive to this request within its possession, custody, or control but, subject to these objections and the General Objections, will nonetheless perform a reasonable search for non-privileged documents within Geneva's possession, custody, or control to determine whether any additional documents responsive to this request are within Geneva's possession, custody, or control.

Document Request No. 18:

All Communications between You and the Debtor, the Merger Parties, or the YesCare Parties in any way relating to the Combination Merger.

RESPONSE: Geneva specifically objects to this request requiring production of "all communications" on the grounds that such a request is overbroad and unduly burdensome. Geneva further objects to this request to the extent that it seeks the production of documents or information protected by the attorney-client privilege, the work-product privilege, or any other similar applicable privilege. Geneva further objects to this request as overbroad and unduly burdensome because the Subpoena does not identify a contested matter or other relevant proceeding for which the discovery is being sought. In addition, Geneva objects to this request because, on information and belief, documents and communications related to the Combination Merger have already been produced to the Committee and are in the Committee's possession or will be produced to the Committee by other parties. Geneva does not believe that it has any additional documents responsive to this request within its possession, custody, or control but, subject to these objections and the General Objections, will nonetheless perform a reasonable search for non-privileged documents within Geneva's possession, custody, or control to determine whether any additional documents responsive to this request are within Geneva's possession, custody, or control.

Document Request No. 19:

All Communications between You and any Person in any way relating to the Combination Merger.

RESPONSE: Geneva specifically objects to this request requiring production of "all communications" on the grounds that such a request is overbroad and unduly burdensome. Geneva further objects to this request to the extent that it seeks the production of documents or information protected by the attorney-client privilege, the work-product privilege, or any other similar applicable privilege. Geneva further objects to this request as overbroad and unduly burdensome because the Subpoena does not identify a contested matter or other relevant proceeding for which the discovery is being sought. In addition, Geneva objects to this request because, on information and belief, documents and communications related to the Combination Merger have already been produced to the Committee and are in the Committee's possession or will be produced to the Committee by other parties. Geneva does not believe that it has any additional documents responsive to this request within its possession, custody, or control but, subject to these objections and the General Objections, will nonetheless perform a reasonable search for non-privileged documents within Geneva's possession, custody, or control to determine whether any additional documents responsive to this request are within Geneva's possession, custody, or control.

Document Request No. 20:

All Documents in any way relating to the Divisional Merger, including, but not limited to all agreements and transfer documents (including all drafts thereof) effectuating the Divisional Merger.

RESPONSE: Geneva specifically objects to this request requiring production of "all documents" on the grounds that such a request is overbroad and unduly burdensome. Geneva further objects

to this request to the extent that it seeks the production of documents or information protected by the attorney-client privilege, the work-product privilege, or any other similar applicable privilege. Geneva further objects to this request as overbroad and unduly burdensome because the Subpoena does not identify a contested matter or other relevant proceeding for which the discovery is being sought. In addition, Geneva objects to this request because, on information and belief, documents and communications related to the Divisional Merger have already been produced to the Committee and are in the Committee's possession or will be produced to the Committee by other parties. Geneva does not believe that it has any additional documents responsive to this request within its possession, custody, or control but, subject to these objections and the General Objections, will nonetheless perform a reasonable search for non-privileged documents within Geneva's possession, custody, or control to determine whether any additional documents responsive to this request are within Geneva's possession, custody, or control.

Document Request No. 21:

All Communications between You and the Debtor, the Merger Parties, the YesCare Parties in any way relating to the Divisional Merger.

RESPONSE: Geneva specifically objects to this request requiring production of "all communications" on the grounds that such a request is overbroad and unduly burdensome. Geneva further objects to this request to the extent that it seeks the production of documents or information protected by the attorney-client privilege, the work-product privilege, or any other similar applicable privilege. Geneva further objects to this request as overbroad and unduly burdensome because the Subpoena does not identify a contested matter or other relevant proceeding for which the discovery is being sought. In addition, Geneva objects to this request because, on information and belief, documents and communications related to the Divisional Merger have already been produced to the Committee and are in the Committee's possession or will be produced to the Committee by other parties. Geneva does not believe that it has any additional documents responsive to this request within its possession, custody, or control but, subject to these objections and the General Objections, will nonetheless perform a reasonable search for non-privileged documents within Geneva's possession, custody, or control to determine whether any additional documents responsive to this request are within Geneva's possession, custody, or control.

Document Request No. 22:

All Communications between You and any Person in any way relating to the Divisional Merger.

RESPONSE: Geneva specifically objects to this request requiring production of "all communications" on the grounds that such a request is overbroad and unduly burdensome. Geneva further objects to this request to the extent that it seeks the production of documents or information protected by the attorney-client privilege, the work-product privilege, or any other similar applicable privilege. Geneva further objects to this request as overbroad and unduly burdensome because the Subpoena does not identify a contested matter or other relevant proceeding for which the discovery is being sought. In addition, Geneva objects to this request because, on information and belief, documents and communications related to the Divisional Merger have already been produced to the Committee and are in the Committee's possession or will be produced to the Committee by other parties. Geneva does not believe that it has any additional documents

responsive to this request within its possession, custody, or control but, subject to these objections and the General Objections, will nonetheless perform a reasonable search for non-privileged documents within Geneva's possession, custody, or control to determine whether any additional documents responsive to this request are within Geneva's possession, custody, or control.

Document Request No. 23:

All Documents in any way relating to the Funding Agreement and/or any transfer of funds by or between You and the M2 Parties, including, but not limited to, the Funding Agreement itself and any drafts thereof.

RESPONSE: Geneva specifically objects to this request requiring production of "all documents" on the grounds that such a request is overbroad and unduly burdensome. Geneva further objects to this request to the extent that it seeks the production of documents or information protected by the attorney-client privilege, the work-product privilege, or any other similar applicable privilege. Geneva further objects to this request as overbroad and unduly burdensome because the Subpoena does not identify a contested matter or other relevant proceeding for which the discovery is being sought. Geneva further objects that this request is cumulative and duplicative of Request Nos. 8 and 10. In addition, Geneva objects to this request because, on information and belief, documents and communications related to the Funding Agreement have already been produced to the Committee and are in the Committee's possession or will be produced to the Committee by other parties. Geneva does not believe that it has any additional documents responsive to this request within its possession, custody, or control but will nonetheless perform a reasonable search for non-privileged documents within Geneva's possession, custody, or control to determine whether any additional documents responsive to this request are within Geneva's possession, custody, or control.

Document Request No. 24:

All Documents relating to any transfer of funds transferred from the M2 Parties to the Debtor or the YesCare Parties.

RESPONSE: Geneva specifically objects to this request requiring production of "all documents" on the grounds that such a request is overbroad and unduly burdensome. Geneva further objects to this request to the extent that it seeks the production of documents or information protected by the attorney-client privilege, the work-product privilege, or any other similar applicable privilege. Geneva further objects to this request as overbroad and unduly burdensome because the Subpoena does not identify a contested matter or other relevant proceeding for which the discovery is being sought. Geneva further objects that this request is cumulative and duplicative of Request Nos. 8 and 10. In addition, Geneva objects to this request because, on information and belief, such documents have already been produced to the Committee and are in the Committee's possession or will be produced to the Committee by other parties. In addition, Geneva objects to this request because it seeks communications related to the MSA, an agreement between non-debtor parties that is not relevant to any claims or defenses that could be asserted in this bankruptcy proceeding. Geneva does not believe that it has any additional documents responsive to this request within its possession, custody, or control but, subject to these objections and the General Objections, will nonetheless perform a reasonable search for non-privileged documents within Geneva's

possession, custody, or control to determine whether any additional documents responsive to this request are within Geneva's possession, custody, or control.

Document Request No. 25:

All Communications between You and the Debtor in any way relating to any consulting You provided to the Debtor.

RESPONSE: Geneva specifically objects to this request requiring production of "all communications" on the grounds that such a request is overbroad and unduly burdensome. Geneva further objects to this request to the extent that it seeks the production of documents or information protected by the attorney-client privilege, the work-product privilege, or any other similar applicable privilege. Geneva further objects to this request as overbroad and unduly burdensome because the Subpoena does not identify a contested matter or other relevant proceeding for which the discovery is being sought. In addition, Geneva objects to this request because, on information and belief, such documents have already been produced to the Committee and are in the Committee's possession or will be produced to the Committee by other parties. Geneva does not believe that it has any additional documents responsive to this request within its possession, custody, or control but, subject to these objections and the General Objections, will nonetheless perform a reasonable search for non-privileged documents within Geneva's possession, custody, or control to determine whether any additional documents responsive to this request are within Geneva's possession, custody, or control.

Document Request No. 26:

All Communications between You and the Debtor in any way relating to any consulting You provided to the YesCare Parties.

RESPONSE: Geneva specifically objects to this request requiring production of "all communications" on the grounds that such a request is overbroad and unduly burdensome. Geneva further objects to this request to the extent that it seeks the production of documents or information protected by the attorney-client privilege, the work-product privilege, or any other similar applicable privilege. Geneva further objects to this request as overbroad and unduly burdensome because the Subpoena does not identify a contested matter or other relevant proceeding for which the discovery is being sought. In addition, Geneva objects to this request because, on information and belief, such documents have already been produced to the Committee and are in the Committee's possession or will be produced to the Committee by other parties. In addition, Geneva objects to this request because it seeks communications related to the MSA, an agreement between non-debtor parties that is not relevant to any claims or defenses that could be asserted in this bankruptcy proceeding. Subject to these objections and the General Objections, Geneva will produce documents responsive to this request.

Document Request No. 27:

All documents or communications relating in any way to an obligation of the Debtor, the YesCare Parties, the Merger Parties, or the M2 Parties.

RESPONSE: Geneva specifically objects to this request requiring production of "all documents or communications" on the grounds that such a request is overbroad and unduly burdensome. Geneva further objects to this request to the extent that it seeks the production of documents or information protected by the attorney-client privilege, the work-product privilege, or any other similar applicable privilege. Geneva further objects to this request as overbroad and unduly burdensome because the Subpoena does not identify a contested matter or other relevant proceeding for which the discovery is being sought. In addition, Geneva objects to this request because, on information and belief, such documents have already been produced to the Committee and are in the Committee's possession or will be produced to the Committee by other parties. In addition, Geneva objects to this request because it seeks communications related to the MSA, an agreement between non-debtor parties that is not relevant to any claims or defenses that could be asserted in this bankruptcy proceeding. Geneva does not believe that it has any additional documents responsive to this request within its possession, custody, or control but, subject to these objections and the General Objections, will nonetheless perform a reasonable search for non-privileged documents within Geneva's possession, custody, or control to determine whether any additional documents responsive to this request are within Geneva's possession, custody, or control.

Exhibit 3

Email chain dated May 30, 2023 between Committee counsel and Geneva counsel

From: Hemenway, Zachary H.
To: Davidson, Tad
Cc: Zluticky, Nicholas; Ashfield, Phillip; Pappas, Michael P.; Brady, Clarissa C.; Turner, Anna J.; Guffy, Philip
Subject: RE: Tehum Case: Geneva Subpoena
Date: Tuesday, May 30, 2023 11:50:30 AM

Caution: This email originated from outside of the firm.

Thank you for the prompt response. As I said when we spoke, I understand and am sympathetic to your predicament, and provided you the courtesy of forgoing filing anything while you gathered information. The challenge here is that we have to complete the discovery process in a very short time period, and in order to accomplish this we need to move forward quickly. Also, the Judge has directed that to the extent there are issues we need to raise with the Court, the Court wants to hear those promptly rather than at the end of that time period.

Exchanging emails does not seem to be the most effective way to have these discussions with the necessary clarity. For example, your email says our conclusion is wrong but doesn't include the information I asked about. Also, you mention preparing a response. Because the time period for providing objections has expired, any objections have been waived, so the responsive documents would be the only response required. Please let me know when you're available to discuss telephonically.

Thanks,

Zach

Zachary H. Hemenway
Partner
Pronouns: He/Him

STINSON LLP
1201 Walnut Street, Suite 2900
Kansas City, MO 64106-2150
Direct: 816.691.2647 \ Bio

STINSON.COM

From: Davidson, Tad <TadDavidson@andrewskurth.com>
Sent: Tuesday, May 30, 2023 11:28 AM
To: Hemenway, Zachary H. <zachary.hemenway@stinson.com>
Cc: Zluticky, Nicholas <nicholas.zluticky@stinson.com>; Ashfield, Phillip <Phillip.Ashfield@stinson.com>; Pappas, Michael P. <michael.pappas@stinson.com>; Brady, Clarissa C. <clarissa.brady@stinson.com>; Turner, Anna J. <anna.turner@stinson.com>; Guffy, Philip <PGuffy@hunton.com>
Subject: RE: Tehum Case: Geneva Subpoena

Zach, your conclusion is wrong. We are gathering responsive documents and preparing a response. I told you we were hired a week ago. Our request is that you provide professional courtesy and give us time to get up to speed and respond to your request.

Tad

Tad Davidson
Partner
taddavidson@HuntonAK.com
p 713.220.3810
bio | vCard

Hunton Andrews Kurth LLP
600 Travis Street
Suite 4200
Houston, TX 77002

HuntonAK.com

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From: Hemenway, Zachary H. <zachary.hemenway@stinson.com>
Sent: Tuesday, May 30, 2023 11:12 AM
To: Davidson, Tad <TadDavidson@andrewskurth.com>
Cc: Zluticky, Nicholas <nicholas.zluticky@stinson.com>; Ashfield, Phillip <Phillip.Ashfield@stinson.com>; Pappas, Michael P. <michael.pappas@stinson.com>; Brady, Clarissa C. <clarissa.brady@stinson.com>; Turner, Anna J. <anna.turner@stinson.com>; Guffy, Philip <PGuffy@hunton.com>
Subject: RE: Tehum Case: Geneva Subpoena

Caution: This email originated from outside of the firm.

Tad,

Following up on my phone message. We need to understand what "responding" means in this context. When we spoke last Thursday, you asked us to delay filing a motion to compel despite the fact that more than 30 days having passed since service of the subpoena and we've received neither information nor any response. I told you then that we would forgo seeking the Court's involvement for the time being, but that we needed an update from you later that day as to the status of the 30,000 documents Geneva had told M2 LoanCo to expect prior to May 9 and a date certain by which Geneva would be producing all documents responsive to the subpoena. Your message below is the only thing we have received since that discussion. We can only conclude that neither of those things are forthcoming, and will proceed accordingly.

Thanks,

Zach

Zachary H. Hemenway
Partner
Pronouns: He/Him

STINSON LLP
1201 Walnut Street, Suite 2900
Kansas City, MO 64106-2150
Direct: 816.691.2647 \ Bio

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From: Hemenway, Zachary H.
Sent: Friday, May 26, 2023 12:03 PM
To: 'Davidson, Tad' <TadDavidson@andrewskurth.com>
Cc: Zluticky, Nicholas <nicholas.zluticky@stinson.com>; Ashfield, Phillip <Phillip.Ashfield@stinson.com>; Pappas, Michael P. <michael.pappas@stinson.com>; Brady, Clarissa C. <clarissa.brady@stinson.com>; Turner, Anna J. <anna.turner@stinson.com>; Guffy, Philip <PGuffy@hunton.com>
Subject: RE: Tehum Case: Geneva Subpoena

We need to understand what that entails. When is a good time to talk this afternoon?

From: Davidson, Tad <TadDavidson@andrewskurth.com>
Sent: Friday, May 26, 2023 11:49 AM
To: Hemenway, Zachary H. <zachary.hemenway@stinson.com>
Cc: Zluticky, Nicholas <nicholas.zluticky@stinson.com>; Ashfield, Phillip <Phillip.Ashfield@stinson.com>; Pappas, Michael P. <michael.pappas@stinson.com>; Brady, Clarissa C. <clarissa.brady@stinson.com>; Turner, Anna J. <anna.turner@stinson.com>; Guffy, Philip <PGuffy@hunton.com>
Subject: RE: Tehum Case: Geneva Subpoena

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Zach, we plan on responding early next week.

Thanks

Tad

Tad Davidson
Partner
taddavidson@HuntonAK.com
p 713.220.3810
bio | vCard

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600 Travis Street
Suite 4200

Houston, TX 77002

HuntonAK.com

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From: Hemenway, Zachary H. <zachary.hemenway@stinson.com>
Sent: Thursday, May 25, 2023 9:41 AM
To: Davidson, Tad <TadDavidson@andrewskurth.com>
Cc: Zluticky, Nicholas <nicholas.zluticky@stinson.com>; Ashfield, Phillip <Phillip.Ashfield@stinson.com>; Pappas, Michael P. <michael.pappas@stinson.com>; Brady, Clarissa C. <clarissa.brady@stinson.com>; Turner, Anna J. <anna.turner@stinson.com>
Subject: RE: Tehum Case: Geneva Subpoena

Caution: This email originated from outside of the firm.

Tad,

If you are not the correct person for this, please let us know. Since we haven't received any response from anyone, we're planning to file a motion to compel tomorrow.

Zach

Zachary H. Hemenway
Partner
Pronouns: He/Him

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From: Hemenway, Zachary H.
Sent: Monday, May 22, 2023 3:33 PM
To: 'taddavidson@HuntonAK.com' <taddavidson@HuntonAK.com>
Cc: Zluticky, Nicholas <nicholas.zluticky@stinson.com>; Ashfield, Phillip <Phillip.Ashfield@stinson.com>; Pappas, Michael P. <michael.pappas@stinson.com>; Brady, Clarissa C. <clarissa.brady@stinson.com>; Turner, Anna J. <anna.turner@stinson.com>
Subject: Tehum Case: Geneva Subpoena

Tad,

I understand you represent Geneva Consulting, LLC in the Tehum case now. The attached subpoena was served on Geneva on April 20, 2023. Please let me know when we can expect production of responsive documents.

Thanks,

Zach

Exhibit 4

Email chain dated June 7, 2023 between Committee counsel and Geneva counsel

From: Hemenway, Zachary H.
To: Davidson, Tad; Guffy, Philip; Zluticky, Nicholas
Cc: Pappas, Michael P.
Subject: RE: Tehum--Geneva Search Terms
Date: Wednesday, June 7, 2023 2:11:07 PM

Caution: This email originated from outside of the firm.

Thank you for the response. It is helpful to have this information. Because we are dealing with a proposed mediation date a month from now and have to complete our investigation in advance of that date, Geneva's extended delays in responding to written communications and inability to return phone calls remains a concern and impacts our ability to rely on statements as to what you hope to be in a position to do and when that will occur. If your position as to the scope of your email search changes as a result of your call today, we would like to know by noon tomorrow so we can proceed accordingly.

I am in the office this afternoon and available to discuss further as needed.

Thanks,

Zach

Zachary H. Hemenway
Partner
Pronouns: He/Him

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1201 Walnut Street, Suite 2900
Kansas City, MO 64106-2150
Direct: 816.691.2647 \ Bio

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From: Davidson, Tad <TadDavidson@andrewskurth.com>
Sent: Wednesday, June 7, 2023 2:02 PM
To: Hemenway, Zachary H. <zachary.hemenway@stinson.com>; Guffy, Philip <PGuffy@hunton.com>; Zluticky, Nicholas <nicholas.zluticky@stinson.com>
Cc: Pappas, Michael P. <michael.pappas@stinson.com>
Subject: RE: Tehum--Geneva Search Terms

Zach, we disagree. We are currently gathering responsive documents for production to the UCC. We have a call with our client later today to ask about a number of things, including additional custodians who may have responsive documents. We added your search terms to our search of Ms. Pollard's email box. We plan on sending a response to the subpoena. We hope to be in a position to deliver responsive documents early next week. We do not plan on asserting privilege to withhold any responsive documents.

Tad



Tad Davidson
Partner
taddavidson@HuntonAK.com
p 713.220.3810
bio | vCard

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600 Travis Street
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Houston, TX 77002

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This communication is confidential. If you are not an intended recipient, please advise by return email immediately and then delete this message, including all copies and backups.

From: Hemenway, Zachary H. <zachary.hemenway@stinson.com>
Sent: Wednesday, June 7, 2023 11:33 AM
To: Guffy, Philip <PGuffy@hunton.com>; Zluticky, Nicholas <nicholas.zluticky@stinson.com>
Cc: Davidson, Tad <TadDavidson@andrewskurth.com>; Pappas, Michael P. <michael.pappas@stinson.com>
Subject: RE: Tehum--Geneva Search Terms

Caution: This email originated from outside of the firm.

Tad and Philip,

We haven't heard back on the email below – that, our discussion Friday, and the lack of a written response to the emails we sent you last week lead us to conclude we are at an impasse, and the Committee will move forward accordingly. If you disagree, we are happy to meet and confer today. Please let us know by COB if that is the case.

Zach

Zachary H. Hemenway
Partner
Pronouns: He/Him

STINSON LLP
1201 Walnut Street, Suite 2900
Kansas City, MO 64106-2150
Direct: 816.691.2647 \ Bio

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From: Hemenway, Zachary H.

Sent: Monday, June 5, 2023 8:38 AM
To: 'Guffy, Philip' <PGuffy@hunton.com>; Zluticky, Nicholas <nicholas.zluticky@stinson.com>
Cc: Davidson, Tad <TadDavidson@andrewskurth.com>; Pappas, Michael P. <michael.pappas@stinson.com>
Subject: RE: Tehum--Geneva Search Terms

Tad and Philip,

Thank you for taking the time on Friday to go through the specifics of the documents Geneva believes are in its possession, custody, or control and your current plan to evaluate them for responsive information. The conversation was very productive.

We understand from the discussion on the call that your search for responsive communications is limited to Miriam Pollard's @geneva.com email mailbox, and that this scope was defined based on the representations Isaac Lefkowitz made in the initial M2 LoanCo 30(b)(6) deposition. As we stated on the call, the Committee's position is that the search should include the whole of Geneva's emails. You disagreed with that position on our call-- please let us know whether you have reconsidered.

You also provided a list of the search terms you are using to cull Ms. Pollard's email for review. Please add the following terms to that list:

Zalman
HOCS
Loan /15 corizon
Metropolitan
"yes care"
"approval"
"wire transfer"
"Perigrove"
"gefner"
"goldberger"

Finally, we need confirmation of three points in order to best understand where things are moving forward:

1. Is Geneva planning on serving objections to the subpoena?
2. What is the date by which the Committee will receive Geneva's document production?
3. Is Geneva planning to withhold responsive documents based on assertions of privilege?

We look forward to hearing from you and are available if further discussion would be helpful.

Thanks,

Zach

From: Guffy, Philip <PGuffy@hunton.com>
Sent: Friday, June 2, 2023 1:15 PM
To: Hemenway, Zachary H. <zachary.hemenway@stinson.com>; Zluticky, Nicholas <nicholas.zluticky@stinson.com>
Cc: Davidson, Tad <TadDavidson@andrewskurth.com>
Subject: Tehum--Geneva Search Terms

External Email – Use Caution

Zach and Nick,

As discussed on the call, please see below for the search terms we are using. If you have any to add, just let us know.

M2
LoanCo
"Loan Co"
"Funding Agreement"
"Facilitator Agreement"
"Corizon"
"Tehum"
"Isaac"
"Lefkowitz"
Corizon /15 Geneva
"combination merger"
"divisional merger"
"merger"
"2-step"
"two-step"
"loan agreement" /15 Tehum
"loan agreement" /15 Corizon
"DIP loan"
"DIP financing"
"DIP agreement"
"credit agreement"
"DIP order"
"CHS"
"YesCare"
@yescarecorp.com
@corizonhealth.com



Philip Guffy
Associate
pguffy@HuntonAK.com
p 713.220.3802

Hunton Andrews Kurth LLP
600 Travis Street
Suite 4200
Houston, TX 77002

HuntonAK.com

Exhibit 5

Geneva document production emails date June 22, 2023 and June 9, 2023

From: Guffy, Philip
To: Hemenway, Zachary H.; Zluticky, Nicholas; Pappas, Michael P.; Ashfield, Phillip; paul.lackey@stinson.com; ed.caldie@stinson.com; Lydia R. Webb - Gray Reed & McGraw LLP (lwebb@grayreed.com); Jason S. Brookner - Gray Reed & McGraw LLP (jbrookner@grayreed.com); Amber M. Carson; Aaron Kaufman; Kristian W. Gluck; Julie Goodrich Harrison - Norton Rose Fulbright US LLP (julie.harrison@nortonrosefulbright.com); "Melissa S. Hayward"; liz@lizfreemanlaw.com
Cc: Davidson, Tad
Subject: RE: Tehum--Geneva Document Production
Date: Thursday, June 22, 2023 11:36:27 AM

Counsel,

Please see below for a link to Geneva's second document production in response to the Committee's subpoena and the Debtor's discovery request. This is being sent to all mediation parties. The password for the archive will follow under separate cover.

Geneva PROD002 2023.06.22.zip
[redacted]

Philip M. Guffy | Hunton Andrews Kurth LLP
713.220.3802 | pguffy@huntonak.com
600 Travis St., Ste. 4200, Houston, TX 77002

From: Guffy, Philip
Sent: Friday, June 9, 2023 2:12 PM
To: Hemenway, Zachary H. <zachary.hemenway@stinson.com>; Zluticky, Nicholas <nicholas.zluticky@stinson.com>; Pappas, Michael P. <michael.pappas@stinson.com>; Ashfield, Phillip <Phillip.Ashfield@stinson.com>; paul.lackey@stinson.com; ed.caldie@stinson.com; Lydia R. Webb - Gray Reed & McGraw LLP (lwebb@grayreed.com) <lwebb@grayreed.com>; Jason S. Brookner - Gray Reed & McGraw LLP (jbrookner@grayreed.com) <jbrookner@grayreed.com>; Amber M. Carson <acarson@grayreed.com>; Aaron Kaufman <akaufman@grayreed.com>; Kristian W. Gluck <kristian.gluck@nortonrosefulbright.com>; Julie Goodrich Harrison - Norton Rose Fulbright US LLP (julie.harrison@nortonrosefulbright.com) <julie.harrison@nortonrosefulbright.com>; 'Melissa S. Hayward' <mhayward@haywardfirm.com>; liz@lizfreemanlaw.com
Cc: Davidson, Tad <TadDavidson@andrewskurth.com>
Subject: Tehum--Geneva Document Production

Counsel,

Please see below for a link to Geneva's first document production in response to the Committee's subpoena and the Debtor's discovery request. This is being sent to all mediation parties. The password for the archive will follow under separate cover.

Geneva PROD001 2023.06.09.7z
[redacted]

Philip Guffy
Associate
pguffy@HuntonAK.com
p 713.220.3802

Hunton Andrews Kurth LLP
600 Travis Street
Suite 4200
Houston, TX 77002

HuntonAK.com

Exhibit 6

Email chain dated June 22, 2023 between Committee counsel and Geneva counsel

From: Guffy, Philip
To: Davidson, Tad; Hemenway, Zachary H.; Zluticky, Nicholas
Cc: Pappas, Michael P.; Ashfield, Phillip; Brady, Clarissa C.; Lackey, Paul B.; Caldie, Ed
Subject: RE: Tehum--Geneva Responses and Objections to Committee Subpoena
Date: Thursday, June 22, 2023 11:34:11 AM

Zach,

Following up on the document production, we have reviewed the other Geneva mailboxes using your requested search terms and will be producing additional responsive documents and communications. We have been told that there are 11 email addresses on the @genevahcc.com domain. They are as follows:

Display	Email
Accounting @ Geneva HCC	accounting@genevahcc.com
Bill Carr	BC@genevahcc.com
Isaac Lefkowitz	il@genevahcc.com
Jay Leitner	jl@genevahcc.com
Josh Greenwald	jg@genevahcc.com
Zalman Schapiro	ZS@genevahcc.com
David Gefner	dg@genevahcc.com
Dovi Goldberger	admin@genevahcc.com
Hocs Consulting	hocs@genevahcc.com
Jeff Sholey	JS@genevahcc.com
Scott King	SK@genevahcc.com

We requested that Geneva provide us with the data from these email boxes from January 1, 2020 to present, the time period specified in your subpoena.

We have been informed that Bill Carr, Jeff Sholey, and Scott King's accounts were temporary email addresses set up for these individuals and were not used for Geneva business and have confirmed this in our review.

Dovi Goldberger and HOCS Consulting's accounts are admin accounts used for maintenance and had no emails from the requested time period.

David Gefner's email box also had no emails from the requested time period.

Our review of Josh Greenwald's emails yielded no responsive documents or communications.

The Accounting @ Geneva HCC account is Miriam Pollack's email box, from which we have already searched, gathered, and produced responsive documents to you. There are additional responsive emails we are producing from the expanded date range.

Accordingly, our production includes documents and communications from the following custodians:

Isaac Lefkowitz
Jay Leitner
Miriam Pollack
Zalman Schapiro

Regarding the bank accounts, the four accounts we provided statements for are the only bank accounts Geneva has that are used in connection with its business with YesCare and the Debtor. Geneva has other customers that are completely unrelated to YesCare and the Debtor, and statements for such bank accounts are not relevant to any claims or defenses that could be asserted in connection with this proceeding.

We believe we have been responsive to the subpoena, stand by our objections, and disagree with your position that the objections have been waived.

Philip M. Guffy | Hunton Andrews Kurth LLP
713.220.3802 | pguffy@huntonak.com
600 Travis St., Ste. 4200, Houston, TX 77002

From: Davidson, Tad <TadDavidson@andrewskurth.com>
Sent: Wednesday, June 21, 2023 12:08 PM
To: Hemenway, Zachary H. <zachary.hemenway@stinson.com>; Zluticky, Nicholas <nicholas.zluticky@stinson.com>; Guffy, Philip <PGuffy@hunton.com>
Cc: Pappas, Michael P. <michael.pappas@stinson.com>; Ashfield, Phillip <Phillip.Ashfield@stinson.com>; Brady, Clarissa C. <clarissa.brady@stinson.com>; Lackey, Paul B. <paul.lackey@stinson.com>; Caldie, Ed <ed.caldie@stinson.com>
Subject: RE: Tehum--Geneva Responses and Objections to Committee Subpoena

Zach, you certainly are diligent. Yes -- we are producing more documents after searching the Geneva email addresses as requested. We will be in a position to deliver responsive documents no later than Friday (targeting late Thursday). We disagree with you about waiving any objections but I am not sure that really matters and don't feel like having that debate. I don't need to talk with you until after you look at what we send unless you have something new and helpful for the process.

Tad

Tad Davidson
Partner
taddavidson@HuntonAK.com
p 713.220.3810
bio | vCard

Hunton Andrews Kurth LLP
600 Travis Street
Suite 4200
Houston, TX 77002

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From: Hemenway, Zachary H. <zachary.hemenway@stinson.com>
Sent: Wednesday, June 21, 2023 11:53 AM
To: Zluticky, Nicholas <nicholas.zluticky@stinson.com>; Guffy, Philip <PGuffy@hunton.com>
Cc: Pappas, Michael P. <michael.pappas@stinson.com>; Ashfield, Phillip <Phillip.Ashfield@stinson.com>; Brady, Clarissa C. <clarissa.brady@stinson.com>; Lackey, Paul B. <paul.lackey@stinson.com>; Caldie, Ed <ed.caldie@stinson.com>; Davidson, Tad <TadDavidson@andrewskurth.com>
Subject: RE: Tehum--Geneva Responses and Objections to Committee Subpoena

Caution: This email originated from outside of the firm.

Following up on the below. I have received no response to my phone message or this email. Do you have any information to provide or which we can discuss? Is Geneva planning to produce any additional documents? Please advise.

Zach

Zachary H. Hemenway
Partner
Pronouns: He/Him

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Direct: 816.691.2647 \ Bio

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From: Hemenway, Zachary H.
Sent: Wednesday, June 14, 2023 2:15 PM
To: Zluticky, Nicholas <nicholas.zluticky@stinson.com>; Guffy, Philip <PGuffy@hunton.com>
Cc: Pappas, Michael P. <michael.pappas@stinson.com>; Ashfield, Phillip <Phillip.Ashfield@stinson.com>; Brady, Clarissa C. <clarissa.brady@stinson.com>; Lackey, Paul B. <paul.lackey@stinson.com>; Caldie, Ed <ed.caldie@stinson.com>; Davidson, Tad <TadDavidson@andrewskurth.com>
Subject: RE: Tehum--Geneva Responses and Objections to Committee Subpoena

Tad and Philip,

I'm following up regarding Tad's comments in yesterday's status conference. You asked that the committee review the documents that have been produced in order to determine whether the production renders the issues outlined in the motion to compel moot.

We have reviewed the production and determined that it does not.

Your production contained corporate formation documents, some bank statements, and approximately 15 emails wherein Miriam Pollack sent invoices to Corizon/YesCare. While certainly all these documents are responsive, there are numerous Requests to which Geneva has not produced any documents.

To the extent it is your position that Geneva has no responsive documents, we need to understand how you can take that position while limiting your search to communications of Miriam Pollack rather than including others at Geneva, such as David Gefner, who signed the MSA and other Corizon documents on Geneva's behalf and is its founding member. Additionally, the Bank statements provided appear to be for an account shared by YesCare and Geneva purportedly used to pay YesCare and the Debtor's expenses. Is this the only bank account in Geneva's name? the only bank account with records in its possession, custody or control?

To the extent the outstanding documents have not been produced because you believe the requests are objectionable, Geneva has waived those objections.

Please advise.

Thanks,

Zach

From: Zluticky, Nicholas <nicholas.zluticky@stinson.com>
Sent: Friday, June 9, 2023 2:10 PM
To: Guffy, Philip <PGuffy@hunton.com>
Cc: Hemenway, Zachary H. <zachary.hemenway@stinson.com>; Pappas, Michael P. <michael.pappas@stinson.com>; Ashfield, Phillip <Phillip.Ashfield@stinson.com>; Brady, Clarissa C. <clarissa.brady@stinson.com>; Lackey, Paul B. <paul.lackey@stinson.com>; Caldie, Ed <ed.caldie@stinson.com>; Davidson, Tad <TadDavidson@andrewskurth.com>
Subject: Re: Tehum--Geneva Responses and Objections to Committee Subpoena

Philip,

Please let us know the legal basis for the position that Geneva has not waived its right to object to the subpoena that was served several weeks ago.

Thanks,

Nick

On Jun 9, 2023, at 2:00 PM, Guffy, Philip <PGuffy@hunton.com> wrote:

External Email – Use Caution

Counsel,

Please see attached for Geneva Consulting, LLC's responses and objections to the Committee's subpoena. We will be making our first production in response to the document requests shortly.

Philip Guffy
Associate
pguffy@HuntonAK.com
p 713.220.3802

Hunton Andrews Kurth LLP
600 Travis Street
Suite 4200
Houston, TX 77002

HuntonAK.com

<Tehum--Geneva Responses and Objections to Committee Subpoena 2023.06.09.pdf>

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