PRISONER'S CIVIL RIGHTS COMPLAINT (Rev. 12/2023)

United States Courts
Southern District of Texas
FILED
MAY 12 2026
Nathan Ochsner, Clerk of Court

IN THE UNITED STATES DISTRICT COURT
FOR THE Southern DISTRICT OF TEXAS
Houston DIVISION

Renard McClain 217269
Plaintiff's Name and ID Number

Roxbury Corr. Institution
Place of Confinement

CASE NO._____
(Clerk will assign the number)

v.

Tehum Care Services, Inc.
Defendant's Name and Address

Corizon Health, Inc. & Yescare
Defendant's Name and Address

Michael Zimmerman
Defendant's Name and Address
(DO NOT USE "ET AL.")

INSTRUCTIONS - READ CAREFULLY

NOTICE:

Your complaint is subject to dismissal unless it conforms to these instructions and this form.

1. To start an action you must file an original and one copy of your complaint with the court. You should keep a copy of the complaint for your own records.

2. Your complaint must be legibly handwritten, in ink, or typewritten. You, the plaintiff, must sign and declare under penalty of perjury that the facts are correct. If you need additional space, **DO NOT USE THE REVERSE SIDE OR BACK SIDE OF ANY PAGE.** ATTACH AN ADDITIONAL BLANK PAGE AND WRITE ON IT.

3. You must file a separate complaint for each claim you have unless the various claims are all related to the same incident or issue or are all against the same defendant, Rule 18, Federal Rules of Civil Procedure. Make a short and plain statement of your claim, Rule 8, Federal Rules of Civil Procedure.

4. When these forms are completed, mail the original and one copy to the clerk of the United States district court for the appropriate district of Texas in the division where one or more named defendants are located, or where the incident giving rise to your claim for relief occurred. If you are confined in the Texas Department of Criminal Justice, Correctional Institutions Division (TDCJ-CID), the list labeled as "VENUE LIST" is posted in your unit law library. It is a list of the Texas prison units indicating the appropriate district court, the division and an address list of the divisional clerks.

23900862606180000000000001

FILING FEE AND *IN FORMA PAUPERIS* (IFP)

1. In order for your complaint to be filed, it must be accompanied by the statutory filing fee of $350.00 plus an administrative fee of $55.00 for a total fee of **$405.00**.

2. If you do not have the necessary funds to pay the fee in full at this time, you may request permission to proceed *in forma pauperis*. In this event you must complete the application to proceed *in forma pauperis*, setting forth information to establish your inability to prepay the fees and costs or give security therefor. You must also include a current six-month history of your inmate trust account. If you are an inmate in TDCJ-CID, you can acquire the application to proceed *in forma pauperis* and the certificate of inmate trust account, also known as *in forma pauperis* data sheet, from the law library at your prison unit.

3. The Prison Litigation Reform Act of 1995 (PLRA) provides "...if a prisoner brings a civil action or files an appeal *in forma pauperis,* the prisoner shall be required to pay the full amount of a filing fee." *See* 28 U.S.C. § 1915. Thus, the court is required to assess and, when funds exist, collect, the entire filing fee or an initial partial filing fee and monthly installments until the entire amount of the filing fee has been paid by the prisoner. If you submit the application to proceed *in forma pauperis*, the court will apply 28 U.S.C. § 1915 and, if appropriate, assess and collect the entire filing fee or an initial partial filing fee, then monthly installments from your inmate trust account, until the entire $350.00 statutory filing fee has been paid. (The $55.00 administrative fee does not apply to cases proceeding *in forma pauperis.*)

4. If you intend to seek *in forma pauperis* status, do not send your complaint without an application to proceed *in forma pauperis* and the certificate of inmate trust account. Complete all essential paperwork before submitting it to the court.

CHANGE OF ADDRESS

It is your responsibility to inform the court of any change of address and its effective date. Such notice should be marked **"NOTICE TO THE COURT OF CHANGE OF ADDRESS"** and shall not include any motion for any other relief. Failure to file a NOTICE TO THE COURT OF CHANGE OF ADDRESS may result in the dismissal of your complaint pursuant to Rule 41(b), Federal Rules of Civil Procedure.

I. PREVIOUS LAWSUITS:

A. Have you filed *any* other lawsuit in state or federal court relating to your imprisonment? ✓ YES ___ NO

B. If your answer to "A" is "yes," describe each lawsuit in the space below. (If there is more than one lawsuit, describe the additional lawsuits on another piece of paper, giving the same information.)

1. Approximate date of filing lawsuit: May 20, 2024
2. Parties to previous lawsuit:
   Plaintiff(s) Renard McClain
   Defendant(s) Corizon Health, Inc., Tehum Care Services, Inc
3. Court: (If federal, name the district; if state, name the county.) District of Maryland
4. Cause number: DKC-24-[redacted]1949 23-90086
5. Name of judge to whom case was assigned: Judge Deborah K. Chasanow
6. Disposition: (Was the case dismissed, appealed, still pending?) Stayed for bankruptcy
7. Approximate date of disposition: August 29, 2024

II. PLACE OF PRESENT CONFINEMENT: R.C.I. 18701 Roxbury Road

III. EXHAUSTION OF GRIEVANCE PROCEDURES:

Have you exhausted all steps of the institutional grievance procedure? ___YES ✓NO

Attach a copy of your final step of the grievance procedure with the response supplied by the institution.

IV. PARTIES TO THIS SUIT:

A. Name and address of plaintiff: Renard McClain 217-269 sid 1300894
18701 Roxbury Road
Hagerstown, MD. 21746

B. Full name of each defendant, his official position, his place of employment, and his full mailing address.

Defendant #1: Tehum Care Services, Inc., Corizon Health, Inc.
600 Baltimore, Avenue, #305 Towson, MD. 21204

Briefly describe the act(s) or omission(s) of this defendant which you claimed harmed you.
Personal Injury (Default of Settlement)

Defendant #2: Yescare 600 Baltimore Avenue, #305
Towson, MD. 21204 (Default of Settlement)

Briefly describe the act(s) or omission(s) of this defendant which you claimed harmed you.
Personal Injury

Defendant #3: Michael Zimmerman 6750 E. Camelback
Road, Suite 100 Scottsdale, AZ. 85251

Briefly describe the act(s) or omission(s) of this defendant which you claimed harmed you.
Lawyer for Trust (Default of Settlement

Defendant #4: _____

Briefly describe the act(s) or omission(s) of this defendant which you claimed harmed you.

Defendant #5: _____

Briefly describe the act(s) or omission(s) of this defendant which you claimed harmed you.

V. STATEMENT OF CLAIM:

State here in a short and plain statement the facts of your case, that is, what happened, where did it happen, when did it happen, and who was involved. Describe how each defendant is involved. You need not give any legal arguments or cite any cases or statutes. If you intend to allege a number of related claims, number and set forth each claim in a separate paragraph. Attach extra pages if necessary, but remember the complaint must be stated briefly and concisely. IF YOU VIOLATE THIS RULE, THE COURT MAY STRIKE YOUR COMPLAINT.

1. Michael Zimmerman is the lawyer for the Trust, he made a disrespectful offer to me stating that "Defendants defaulted on payment." The settlement application has a cap of $5,000.00 but Mr. Zimmerman is offering $2,000.00.
2. Tehum, Corizon and Yescare are the same but this case has been full of corruption as everyone has been paid but the injured sufferers.
3. Yescare went with an omnibus with an alledged payment of $75,000,000.00.
4. At a hearing Mr. Zimmerman to explain fully the funds he was given.

VI. RELIEF:

State briefly exactly what you want the court to do for you. Make no legal arguments. Cite no cases or statutes.

Lift the stay, order a hearing, and assign a mutual party to distribute the funds. Remand case to Maryland because this case has been plagued with fraud.

VII. GENERAL BACKGROUND INFORMATION:

A. State, in complete form, all names you have ever used or been known by including any and all aliases.

Renard J. McClain

B. List all TDCJ-CID identification numbers you have ever been assigned and all other state or federal prison or FBI numbers ever assigned to you.

217-269 D.O.C.# - SID 1300894

VIII. SANCTIONS:

A. Have you been sanctioned by any court as a result of any lawsuit you have filed? ___YES _✓_NO

B. If your answer is "yes," give the following information for every lawsuit in which sanctions were imposed. (If more than one, use another piece of paper and answer the same questions.)

1. Court that imposed sanctions (if federal, give the district and division): _____
2. Case number: _____
3. Approximate date sanctions were imposed: _____

4. Have the sanctions been lifted or otherwise satisfied? ____YES ____NO

C. Has any court ever warned or notified you that sanctions could be imposed? ____YES____NO

D. If your answer is "yes," give the following information for every lawsuit in which a warning was issued. (If more than one, use another piece of paper and answer the same questions.)

1. Court that issued warning (if federal, give the district and division): _____
2. Case number: _____
3. Approximate date warning was issued: _____

Executed on: 5-5-26
DATE

Renard McClain
Renard McClain
(Signature of Plaintiff)

PLAINTIFF'S DECLARATIONS

1. I declare under penalty of perjury all facts presented in this complaint and attachments thereto are true and correct.
2. I understand, if I am released or transferred, it is my responsibility to keep the court informed of my current mailing address and failure to do so may result in the dismissal of this lawsuit.
3. I understand I must exhaust all available administrative remedies prior to filing this lawsuit.
4. I understand I am prohibited from bringing an *in forma pauperis* lawsuit if I have brought three or more civil actions or appeals (from a judgment in a civil action) in a court of the United States while incarcerated or detained in any facility, which lawsuits were dismissed on the ground they were frivolous, malicious, or failed to state a claim upon which relief may be granted, unless I am under imminent danger of serious physical injury.
5. I understand even if I am allowed to proceed without prepayment of costs, I am responsible for the entire filing fee and costs assessed by the court, which shall be deducted in accordance with the law from my inmate trust account by my custodian until the filing fee is paid.

Signed this fifth day of May, 2026.
(Day) (month) (year)

Renard McClain
Renard McClain
(Signature of Plaintiff)

WARNING: Plaintiff is advised any false or deliberately misleading information provided in response to the above questions may result in the imposition of sanctions. The sanctions the court may impose include, but are not limited to, monetary sanctions and the dismissal of this action with prejudice.

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Case to be filed;
Exhibit #1 - Request for Accomodation;
" #2 - Petition for Waiver of Cost
" #3 - Motion & Declaration to Appoint Counsel
#4 - Stay of Tehum Care Services, Inc.
" #5 - Corizon Bankruptcy Notice & Stay
" 6 - Order of Stay
" 7 - Trust Offer

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Exhibit #1

Requests for accommodation should be submitted to the court not less than thirty (30) days before the proceeding for which the accommodation is requested. Specific case-related questions (e.g. postponements) should not be made on this form.

MARYLAND JUDICIARY

☐ SUPREME COURT OF MARYLAND ☐ APPELLATE COURT OF MARYLAND
☐ CIRCUIT COURT ☑ DISTRICT COURT OF ~~MARYLAND~~ Houston FOR Houston, Texas ☑
City/County

Located at 515 Rusk, courtroom 401 Telephone _____
Court Address

STATE OF MARYLAND Case No. 23-90086

or

Renard McClain vs. Tehum Care Services, Inc.
Plaintiff/Petitioner Defendant/Respondent

REQUEST FOR ACCOMMODATION FOR PERSON WITH DISABILITY

Requests for accommodation should be submitted to the court not less than thirty (30) days before the proceeding for which the accommodation is requested.

Name of person needing accommodation: Renard McClain

Name of person requesting accommodation (if different person): _____

Person needing accommodation is: ☑ Party ☐ Witness ☐ Juror ☐ Prospective Juror ☐ Attorney

☐ Victim ☐ Victim's Representative ☐ Other (*specify*): _____

Applicant requests accommodation under Americans with Disabilities Act (ADA) as follows:

1. Type of court proceeding:
   ☐ Criminal ☑ Civil ☐ Traffic ☐ Juvenile ☐ Family ☐ Other (*specify*): _____
2. Hearing/Trial date (if any): _____ Time: _____
3. Nature of disability or impairment (*specify*): vision impaired
4. Type of accommodation(s) requested. Be specific. I really need an attorney

NOTE: If requesting a **sign language interpreter**, specify type: American Sign Language interpreter (ASL), Certified Deaf Interpreter (CDI), or Communication Access Real Time Translation (CART). If requesting a **spoken language interpreter**, please use form CC-DC-041.

Please provide any further information that may assist the court in providing a reasonable accommodation (*specify*): I need an attorney to assist me because I am a layman to the law and he can help me navigate.

☑ I request that this information be kept confidential to the extent allowed by law.

I certify that to the best of my knowledge this information is true and correct. I agree to provide medical documentation if required by the court.

5-5-26 Renard McClain #217-269
Date Signature of Applicant/Applicant's Representative Attorney Number

Renard McClain
Printed Name Telephone Number

18701 Roxbury Road Hagerstown, MD. 21746
Address City, State, Zip

Fax E-mail

The clerks's office and the ADA Coordinator are available to provide further assistance.

Exhibit #2

MARYLAND JUDICIARY ☐ CIRCUIT COURT ☑ DISTRICT COURT OF ~~MARYLAND~~ Houston FOR Houston, Texas
City/County

Located at 515 Rusk, courtroom 401 Case No. 23-90086
Court Address

In the matter of Renard McClain vs. Tehum Care Services, Inc.
Defendant

PETITION FOR WAIVER OF COSTS

The Petitioner hereby applies for a Waiver of Costs and represents that the answers to the following questions are true.

(a) Do you have any money? No How much? ..... Where? .....

(b) Are you employed? sanitation Where? in the prison

Position sweeping the tier

(c) Are you self-employed? No Doing what? .....

(d) What is your rate of pay? NA

(e) Do you own an automobile? No Make ..... Year .....

Is it paid for? ..... How much do you owe? ..... To whom? .....

Where is the car? .....

(f) Do you owe any money to others? No How much? ..... To whom? .....

(g) Do you own any real estate? No Value ..... Where .....

(h) Do you own any other property of any kind? No What? .....

(i) Does anyone owe you money? No If so, state name, address, and amount ..

.....

(j) Do you receive money from any other source, including disability benefits, investments? No

If so, how much...

(k) If married, give the name and address of your wife/husband NA

Does your wife/husband work? ..... Where? .....

..... Rate of Pay? .....

(l) Do you have any children? No Names, ages, and addresses: .....

.....

.....

Could they contribute to your assistance now? .....

(m) What is your home address? 18701 Roxbury Rd. Telephone .....

The Petitioner further represents being without funds and unable to obtain any funds whatsoever from anyone, including family and associates, to pay for: ☐ Counsel ☐ Payment of the fine ☐ Appeal expenses ☑ Civil filing fee or other court costs.

I solemnly affirm under the penalties of perjury that the contents of the foregoing document are true and correct.

Renard McClain
Petitioner

ORDER

☐ Approved ☐ Denied

....
Judge/Clerk of Circuit Court Date

CC-DC 8 (Rev. 5/2003)

Exhibit #3

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

In re:

Chapter 11

Tehum Care Services, Inc.
Debtor.

Case No. 23-

Motion For Appointment of Counsel

Plaintiff, Renard McClain, pursuant to §1915, requests this Court to appoint counsel to represent him in this case for the following reasons:

1. The plaintiff is unable to afford counsel.
2. The issues involved in this case are complex
3. Plaintiff is sight impaired (see: exhibit #3)
4. The prison constantly stays locked down and we have not had library in years.
5. The Plaintiff is being discriminated against for being a layman.
6. The Plaintiff has a limited knowledge of the law.
7. The Attorney has a better understanding to get things done.

Wherefore, this Honorable Court should appoint counsel to represent him. (over)

Declaration In Support OF Plaintiff's Motion For The Appointment OF Counsel

* 1. Please be advised that Plaintiff has already paided $350.00 filing fee even though the case was stayed. case # DKC-24-1489 *

Petitioner, Renard McClain, Pro Se, in proper person, pursuant to federal law, respectfully requests a waiver of prepayment of filing fees, and in support there of states the following under oath:

1. Petitioner is unable by reason of poverty to make the payment of the filing fee and other cost of the Honorable Court ordinarily required to be prepaid;
2. Plaintiff has no funds and no source of income or property to obtain funds;
3. Mr. McClain sincerely believes that he has a good just cause of action, and that it is in the best interest of justice for this action to proceed;
4. Plaintiff has made critical mistakes in which an attorney would know because it's their expertise;
5. Petitioner respectfully prays that this Honorable Court grant him leave to- (over)

proceed without payment of filing fees and any other court costs.

Respectfully Submitted,
Renard McClain
Renard McClain

I do solemnly declare and affirm upon my personal knowledge and under penalty of perjury that the contents of this Motion and Declaration are true and correct.

May 5, 2026 Renard McClain

Certificate of Service

I hereby certify that a copy of the 1983 § Civil Rights Complaint, on this 5th day of May, 2026, was sent postage prepaid to: Honorable Christopher Lopez
515 Rusk, courtroom 401
Houston, Texas 77002

Renard McClain
Renard McClain
217-269 sid 1300894
18701 Roxbury Road
Hagerstown, MD. 21746

Kenara McClain
217-269-sid1300894
18701 Roxbury Road
Hagerstown, MD 21746

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United States Courts
Southern District of Texas
FILED
MAY 12 2026
Nathan Ochsner, Clerk of Court

Honorable Judge Christopher Lop
U.S. District Court For The
Southern District Of Texas
515 Rusk, courtroom 401
Houston, Texas 77002

Case 4:26-cv-01331 Document 1 Filed on 05/12/26 in TXSD Page 12 of 31

Exhibit #4

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

RENARD I. MCCLAIN, Plaintiff, v. STEPHEN KAVIC, *et al.*, Defendants.	Civil Action No. DKC-24-1489

MEDICAL DEFENDANTS' RESPONSE TO ORDER RE: TEHUM CARE SERVICES, INC. (DOC. 20)

NOW COMES Megan T. Mantzavinos, Esq., counsel for YesCare Corp. and Corizon Health, Inc. ("Corizon"), and submits her response to the Court's November 12, 2024 Order requiring her to state whether she also represents Tehum Care Services, Inc. ("Tehum") and whether claims against that entity should be stayed. Ms. Mantzavinos shows the Court the following:

1. Tehum and Corizon are the same entity, as Corizon is the d/b/a name of Tehum. Therefore, because Ms. Mantzavinos is representing Corizon she is also automatically representing Tehum because they are the same entity.

2. Because this matter is automatically stayed as to Corizon due to the bankruptcy proceedings and because Corizon and Tehum are the same entity, this matter is also automatically stayed as to Tehum.

Respectfully submitted,

MARKS, O'NEILL, O'BRIEN, DOHERTY & KELLY, P.C.

By: */s/ Megan T. Mantzavinos*
Megan T. Mantzavinos
Bar Number: 16416
mmantzavinos@moodklaw.com
600 Baltimore Avenue, #305
Towson, Maryland 21204
(410) 339-6880
(410) 339-6881 (Fax)
Attorney for Defendants Corizon Health, Inc. and YesCare Corp.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 19th day of November 2024, a copy of the foregoing document was electronically transmitted to this Court and mailed first class, postage pre-paid to:

Renard J. McClain, DOC #217269/ SID #1300894
Roxbury Correctional Institution
18701 Roxbury Rd.
Hagerstown, MD 21746*Pro Se Plaintiff*

/s/ Megan T. Mantzavinos
Megan T. Mantzavinos

Exh. 64-5

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

RENARD I. MCCLAIN, Plaintiff, v. STEPHEN KAVIC, *et al.*, Defendants.	Civil Action No. DKC-24-1489

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

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

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

2. As a result of the commencement of the Chapter 11 Case, section 362 of the Bankruptcy Code operates as a stay, applicable to all entities, of (i) commencement or continuation of a judicial, administrative or other action or proceeding against the Debtor that was or could have been commenced before the commencement of the Chapter 11 Case, or to recover a claim against the Debtor that arose before the commencement of the Chapter 11 Case; (ii) the enforcement, against the Debtor or against the property of their bankruptcy estates, of a judgment obtained before the commencement of the Chapter 11 Case; (iii) any act to obtain possession of property of

the estate or of property from the estates or to exercise control over property of the Debtor's estate; and (iv) any act to create, perfect, or enforce a lien against property of the Debtors' estate.

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

MARKS, O'NEILL, O'BRIEN, DOHERTY & KELLY, P.C.

By: */s/ Megan T. Mantzavinos*

Megan T. Mantzavinos
Bar Number: 16416
mmantzavinos@moodklaw.com
600 Baltimore Avenue, #305
Towson, Maryland 21204
(410) 339-6880
(410) 339-6881 (Fax)
Attorney for Defendants Corizon Health, Inc. and YesCare Corp.

Exhibit #6

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

RENARD I. MCCLAIN,
Plaintiff,

v.

STEPHEN KAVIC, *et al.*,
Defendants.

*

*

Civil Action No. DKC-24-1489

*

*

******

ORDER

One of the Defendants, Corizon Health, Inc., has filed bankruptcy proceedings in which an automatic stay has been issued. Accordingly, it is hereby ORDERED that this case BE, and the same hereby IS, STAYED as to Corizon Health, Inc. and no further proceedings will take place concerning that defendant unless the stay is lifted.

Any other defendant that asserts that the bankruptcy stay applies to it, or has been extended to apply to it, must file a motion to that effect promptly.

/s/
DEBORAH K. CHASANOW
United States District Judge

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 29th day of August 2024, a copy of the foregoing document was electronically transmitted to this court and mailed first class, postage pre-paid to:

Renard J. McClain, DOC #217269/ SID #1300894
Roxbury Correctional Institution
18701 Roxbury Rd.
Hagerstown, MD 21746
Pro Se Plaintiff

/s/ Megan T. Mantzavinos
Megan T. Mantzavinos

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 29th day of August 2024, a copy of the foregoing document was electronically transmitted to this court and mailed first class, postage pre-paid to:

Renard J. McClain, DOC #217269/ SID #1300894
Roxbury Correctional Institution
18701 Roxbury Rd.
Hagerstown, MD 21746
Pro Se Plaintiff

/s/ Megan T. Mantzavinos
Megan T. Mantzavinos

Exhibit #7

Tehum Personal Injury Settlement Trust

Administered by NextClaim Solutions

PO Box 89 Wilmington DE 19899
(866) 372-2884
support@tehumcareservicessettlement.com

April 10, 2026

Renard Mcclain
#217-269/1300894 Roxbury Correctional Institution
18701 Roxbury Rd
Hagerstown, MD 21746-1002

RE: **Claimant: Renard Mcclain**
Token #: R7CGD2TV

Dear Renard Mcclain

Enclosed please find the following three items:

1. Notice of Tier Designation & Notice of Interim Trust Distribution. This Notice sets forth:
   A. Your Tier and the Scaling Factor for your Allowed Claim as determined by the Trustee of the Tehum Personal Injury Settlement Trust ("Trust"); and
   B. Your share of an Initial Distribution from the Trust that will be paid to you after you return a signed Acceptance and Release;
2. Acceptance and Release. Before your share of the Initial Distribution can be paid to you by the Trust, you must first complete, sign, and return the enclosed Acceptance and Release to the Claims Administrator at the following address:

   Tehum Personal Injury Settlement Trust Claims Administrator
   PO Box 89
   Wilmington, DE 19899

3. Settlement Payment Default Questions and Answers (the "Default Q&A"). The enclosed Default Q&A provides you with general information regarding common questions about the Settling Parties' default. **The Trustee of the Trust and his lawyers are not your lawyers. They will not advise you regarding your claim(s) and whether you can or should pursue your claim(s) against the Settling Parties.** If you have questions about how you might pursue your claims against the Settling Parties, you are encouraged to contact a lawyer.

Thank you,

Tehum Personal Injury Settlement Trust Claims Administrator

Tehum Personal Injury Settlement Trust
Administered by NextClaim Solutions

PO Box 89 Wilmington DE, 19899
(866) 372-2884
support@tehumcareservicessettlement.com

April 10, 2026

Notice: The following is being provided to you because the Trustee of the Tehum Personal Injury Settlement Trust has deterimed that you have an Allowed Claim. The Trustee has designated your Tier and any Scaling Factors. The Trustee has also approved an Intial Payment Percentage. The Trustee and his lawyers are not your lawyers and will not provide you with legal advice. You should seek the advice of legal counsel before returning the Release that is included with this notice, as it could impact your legal rights.

Renard Mcclain
#217-269/1300894 Roxbury Correctional Institution
18701 Roxbury Rd
Hagerstown, MD 21746-1002

RE: NOTICE OF TIER DESIGNATION & NOTICE OF INTERIM TRUST DISTRIBUTION
Claimant: Renard Mcclain
Token #: R7CGD2TV

Dear Renard Mcclain

As you may be aware, the Settling Parties defaulted on their Installment Settlement Payments and are therefore in breach of the Estate Party Settlement. As of March 5, 2026, all Plan injunctions, stays, or releases provided in favor of the Released Parties that were in effect under the Plan are deemed terminated and void and the Channeling Injunction and all protections afforded to the Released Parties set forth in Article IX.I.1 of the Plan have terminated automatically. *See* Plan at Art. IV.B.2 & Art. IX.I.5.

Your Tier Designation: The Trustee of the Tehum Personal Injury Settlement Trust (the "Trust") has reviewed your Trust Claim Submission. The Trustee determined that you have an Allowed Claim designated as follows:

- **TIER 4**
- **SCALING FACTOR of 1.0.**

As provided in the Plan and the Trust Distribution Procedures, the Trustee assigned Scaling Factors in his discretion.

Initial Payment for Your Allowed Claim: The Trustee has recommended, and the Trust Advisory Committee ("TAC") has approved, an interim Trust distribution of approximately $2,500,000.00 (the "Initial Trust Distribution"). To be clear, you are not approved or entitled to receive $2,500,000.00 from the Trust. Instead, the Trust's $2,500,000.00 Initial Distribution will be allocated among all holders of Allowed Claims on a pro rata basis, ensuring an equal percentage recovery for all holders of Tiered

Tehum Personal Injury Settlement Trust
Administered by NextClaim Solutions

PO Box 89 Wilmington DE, 19899
(866) 372-2884
support@tehumcareservicessettlement.com

Claims. Allowed Claims are grouped into five tiers pursuant to the Trust Distribution Procedures, and payment amounts will be determined by tier, with higher-tiered claims receiving larger distributions than lower-tiered claims, but with all holders of Tiered Claims receiving the same percentage of their Allowed Claim, plus any scaling factor.

You are entitled to receive an interim distribution in the amount of $2,020.86 for your Allowed Tier 4 Claim with a Scaling Factor of 1.0.

How to Receive Payment: To receive your pro rata share of the Initial Trust Distribution, you must: 1.) sign and return the entire enclosed partial Release; *and* 2.) have provided complete payment instructions to the Claims Administrator in response to the Trustee's prior request.

PLEASE TAKE NOTICE that the enclosed partial Release will release the Trust, the Trustee, the TAC and their affiliated professionals and related parties (the foregoing are collectively referred to as the "PI/WD Trust Released Parties"), but will not release any other Released Parties, including but not limited to YesCare Corp., its wholly owned subsidiaries (including CHS TX, Inc.), and Yitzchak Lefkowitz a/k/a Isaac Lefkowitz. Therefore, you will have ninety (90) days from March 5, 2026, to commence causes of action against the Released Parties, exclusive of the PI/WD Trust Released Parties.

Future Distributions of Supplemental Payments: The Trustee is currently considering options to enforce the Estate Party Settlement to seek additional amounts from the Settling Parties. If the Trustee recovers additional funds from the Settling Parties, then more funds may be available to include in future supplemental distributions from the Trust. The Trustee cannot estimate the value of any future recovery or when any future recovery might occur. It is possible that the Trust may not recover any additional funds from the Settling Parties. If additional funds are not recovered from the Settling Parties, then the Trust will distribute funds in accordance with the Trust Distribution Procedures.

Please contact the Tehum Care Services Settlement Trust with all questions.

Thank you,

Tehum Personal Injury Settlement Trust Claims Administrator

SETTLEMENT PAYMENT DEFAULT QUESTIONS AND ANSWERS[1]

Notice: The following is for informational purposes only. It should not be cited or relied upon as legal authority. It should not be used as a substitute for reference to the Plan, Default Notice, or Termination Notice, each addressed below. This information should not substitute for the advice of competent legal counsel. The PI/WD Trustee and his lawyers are not your lawyers and will not provide you with legal advice.

Question: Was there a Settlement Payment Default?

Answer: Yes.

- **Default Notice.** On February 25, 2026, the Trusts filed the *Notice of Settlement Payment Default and Settlement Payment Default Cure Notice* [Dkt. No. 2612] (the "Default Notice") and provided written notice to the Settlement Parties' counsel in accordance with Article IV.B.2 of the Plan, that the Settlement Parties failed to make the Installment Settlement Payment due on February 17, 2026, in the amount of $2,012,022.75. *See* Dkt. No. 1955-4; Dkt. No. 2602-1.

- **Termination Notice.** Pursuant to the Default Notice and the Plan, the Settlement Parties were required to cure this default within five (5) Business Days, or Wednesday, March 4, 2026. The Settlement Parties failed to cure the default by this deadline. As a result, on March 5, 2026, the PI/WD Trust and the GUC Trust filed a *Notice of Failure to Cure Settlement Payment Default; Automatic Termination of Channeling Injunction; and Deadline to Commence Causes of Action Against Released Parties* [Dkt. No. 2617] (the "Termination Notice").

- **Termination.** As set forth in the Termination Notice, because the Settlement Parties failed to cure the payment default, all plan injunctions, stays, or releases provided in favor of the Released Parties that were in effect under the Plan were deemed terminated.

Question: What happens when there is a termination event?

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[1] Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the *First Modified Joint Chapter 11 Plan of the Tort Claimants' Committee, Official Committee of Unsecured Creditors, and Debtor* [Dkt. No. 2014 at Ex. B] (the "Plan").

Answer: Claimants can commence or continue litigation.

- **Released Parties.** With the Channeling Injunction terminated, Claimants can commence or continue litigation against the Released Parties—including, among others, YesCare Corp., its wholly owned subsidiaries (including CHS TX, Inc.), and Yitzchak Lefkowitz a/k/a Isaac Lefkowitz—to recover on account of their injuries. *See* Dkt. No. 2014, Art. IX.I.

- **Plan Releases.** The Plan includes two releases. The first is the "Estate Release," which is set forth in Article IX.C of the Plan. This is the release offered by the Debtor and its Estate in favor of the Released Parties. The second is the "Consensual Claimant Release," which is set forth in Article IX.D of the Plan. This is the release offered by Consenting Claimants in favor of the Released Parties. Under the Plan, the Estate Release and the Consenting Claimant Release do not go into effect until the Final Payment Date. Thus, to obtain the benefits of both releases, the Settlement Parties had to make all the Installment Settlement Payments. The Estate Release and the Consenting Claimant Release did not go into effect. The only injunction in place was the Channeling Injunction, which served as a bridge between the Effective Date (March 31, 2025) and the Final Payment Date (which did not occur). The Channeling Injunction offered the Released Parties various protections. But those protections ended when the Settlement Parties failed to cure the payment default.

Question: Why did the Plan allow for payment over 30 months?

Answer: The Committees preferred the Settlement Parties to fund the full amount of the Settlement—*i.e.*, $50 million—on the Effective Date.

The Settlement Parties would not agree to a lump sum, insisting on 30 months of payments. The Plan allowed this arrangement while imposing consequences for missed payments.

Those consequences included: (1) the Estate Release set forth in Article IX.C of the Plan will not going into effect; (2) the Consensual Claimant Release set forth in Article IX.D of the Plan not going into effect; and (3) the Channeling Injunction set forth in Article IX.I of the Plan terminating. In addition, under the Plan, the DIP Loan (approximately $23 million) that was used to fund the

Debtor's bankruptcy case was deemed fully and forever discharged and released on March 31, 2025, the Effective Date. *See* Plan at Art. II.C.

Thus, the failure to make the payments as agreed meant the Settlement Parties would not get the benefit of the Estate Release or the Consensual Claimant Release and would forfeit the right to receive payment on account of the $23 million DIP Loan.

Question: Can I continue or commence litigation against Tehum Care Services, Inc. (f/k/a Corizon Health, Inc.) (the "Debtor")?

Answer: Yes, but only to an extent.

- **No Assets.** The Debtor continues to exist under the Plan, but it has no assets. The divisional merger that occurred before the bankruptcy case left the Debtor with no operating assets. And, under the Plan, the Retained Causes of Action became property of the Trusts and can be prosecuted for the benefit of Claimants.

- Under the Plan, Claimants who elected to "Opt-Out" of the Consensual Claimant Release so that they could seek recoveries from YesCare Corp. and/or CHS TX, Inc. under the doctrine of successor liability had the ability to name and assert claims against the Debtor solely to the extent necessary to preserve and maintain their claims against YesCare Corp. and/or CHS TX, Inc. *See* Plan at Art. IX.K. Since the Channeling Injunction terminated effective on March 5, 2026, all Claimants can now name and assert claims against the Debtor to the extent necessary to preserve and maintain their claims against the Released Parties.

- However, termination of the Channeling Injunction did not alter the Trusts' assumption of liability for Channeled Claims under the Plan. As of the Effective Date, the Debtor's liability for all Channeled PI/WD Claims was assumed by the PI/WD Trust, and the Debtor's liability for all Channeled GUC Claims was assumed by the GUC Trust. The PI/WD Trust Distribution Procedures remain in place to liquidate Channeled PI/WD Claims. Holders of Channeled Claims remain beneficiaries of their respective Trusts. This is important because if the Trusts are successful in litigation against any of the Released Parties (as discussed below), they may be able to make future distributions to Channeled Claimants.

Question: What claims can I assert?

Answer: Please consult with an attorney before commencing or continuing litigation. Trustees for the Trusts and their lawyers are not your lawyers. The Trustees and their lawyers will not represent you and will not advise you.

However, we suggest that you consider the disclosures contained in the Disclosure Statement filed on October 2, 2024, at Dkt. No. 1740 (Art. III.A.9).

Question: How long do I have to file a lawsuit?

Answer: June 3, 2026.

Pursuant to the Confirmation Order and the Plan, all Statute of Limitations for all Claims and Causes of Action against the Released Parties held by the Debtor, the Estate, the PI/WD Trust, the GUC Trust, and Holders of Channeled Claims were be tolled and extended to the first Business Day that is ninety (90) days after the termination of the Channeling Injunction, which is June 3, 2026.

Question: What are the Trusts doing?

Answer: Preparing for litigation. As described in the Disclosure Statement filed on October 2, 2024, at Dkt. No. 1740 (Art. III.A.9), the Trusts anticipate asserting, *inter alia*, avoidance claims and claims for breach of fiduciary duty and corporate theft. Any litigation recoveries will become trust assets and will be distributed in accordance with the Plan. The Trusts will make a copy of the complaint that they file available for Claimants to review after it is filed.

Question: Do the Trusts have funds sufficient to prosecute the Retained Causes of Action?

Answer: Yes. Before they defaulted, the Settlement Parties made multiple Installment Settlement Payments. *See* Dkt. No. 2602, Ex. 1. The PI/WD Trust has established a reserve to pursue recoveries from the Settlement Parties. As provided in Plan, the PI/WD Trust and GUC Trust will coordinate their shared efforts and equally divide any recovery after payment of any related fees and costs.

from all Claims arising from, relating to, resulting from or in any way connected to, in whole or in part, any act, or failure to act, of the Lien Resolution Administrator. I covenant and agree that I will honor the release as set forth in the preceding sentence and, further, that I will not (i) institute a lawsuit or other action based upon, arising out of, or relating to any Claim released hereby, (ii) participate, assist, or cooperate in any such action, or (iii) encourage, assist and/or solicit any third party to institute any such action.

I hereby acknowledge and agree that to the extent my information is incorrect or incomplete to any substantial degree, after reasonable diligence by the Lien Resolution Administrator, which results in the Lien Resolution Administrator being unable to properly verify coverage or identify Liens for which the Lien Resolution Administrator is responsible, then the Lien Resolution Administrator shall have no further responsibility for such unknown/unresolved Liens.

I acknowledge that the Trust is not providing any tax advice with respect to the receipt of the Award or any component thereof, and I understand and agree that I shall be solely responsible for compliance with all tax laws with respect to the Award, to the extent applicable.

By signing below, the Claimant acknowledges and agrees that the Proposed Allowed Claim Amount set forth in the Allowed Claim Notice shall serve as the final Allowed Claim Amount for the Claimant's Trust Claim. By signing below, the Claimant hereby knowingly, voluntarily, and irrevocably waives, releases, and discharges any and all rights to contest, object to, or otherwise challenge the final Allowed Claim Amount.

Claimant or Legal Representative Printed Name: _____

Claimant or Legal Representative Signature: _____

Date: _____

B. **WHEREAS,** the Plan provides for the assumption of Personal Injury Claims against the Debtor by the Trust and for the treatment of Personal Injury Claims against the Debtor through the Trust.

C. **WHEREAS,** the Claimant has received and accepted an Award in the amount of **$2,020.86** from the Trust on account of his or her Personal Injury Claim and agrees to execute this Release in consideration of the benefit of such Award.

D. **WHEREAS**, the Settling Parties defaulted on the Settlement Payment and failed to cure the Settlement Payment Default within the Settlement Payment Cure Period.

RELEASE

Each of the foregoing Recitals is hereby incorporated into this Release by reference and is made apart of this Release as if fully restated herein.

In consideration of the benefit of an Award from the Trust, I, on my own behalf and on behalf of my respective predecessors, successors, assigns, assignors, representatives, attorneys, agents, Trustee, insurers, heirs, next of kin, estates, beneficiaries, executors, administrators, and any natural, legal, or juridical person or entity to the extent he, she, or it is entitled to assert any claim on my behalf, including, but not limited to, a Legal Representative, (hereafter **"I", "my" or "me"**), do hereby voluntarily, intentionally, knowingly, absolutely, unconditionally and irrevocably waive, release, remit, acquit, forever discharge, and covenant not to sue the Released Parties (as that term is defined in this Release) for my Personal Injury Claim against the Debtor, whether present or future, known or unknown, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, absolute or contingent, direct or derivative and whether based on contract, tort, statutory, or any other legal or equitable theory of recovery (collectively, **"Released Claims"**) and fully discharge the Released Parties (as that term is defined in this Release) of their duties and responsibilities (to the extent applicable) under the Trust Documents, including any agreement, document, instrument or certification contemplated by the Trust Documents, from the beginning of time through the execution date of this Release. I covenant and agree that I will honor the release as set forth in the preceding sentence and, further, that I will not (i) institute a lawsuit or other action against any of the Released Parties (as that term is defined in this Release) based upon, arising out of, or relating to any Released Claims released hereby, (ii) participate, assist, or cooperate in any such action, or (iii) encourage, assist and/or solicit any third party to institute any such action.

I hereby acknowledge that I am solely and ultimately responsible for the satisfaction and discharge of all Liens. I shall use my best efforts to resolve all known Liens.

Notwithstanding my responsibilities to resolve all known Liens, I hereby authorize the Lien Resolution Administrator to resolve all Medicare Program liens, Medicaid Program liens, and Medicare Part C Program liens, as set forth in the definition of Lien Resolution Administrator above. The Lien Resolution Administrator shall use best efforts to resolve the Medicare Program liens, Medicaid Program liens, and Medicare Part C Program liens on my behalf

In further consideration of the benefit of an Award, I do hereby release, forever discharge, hold harmless, and covenant not to sue the Released Parties (as that term is defined in this Release)

"Lien Resolution Administrator" means that person or entity, retained by the Trustee to resolve Medicare Program Part A and B liens, Medicaid Program liens, and Medicare Part C Program liens, using the information provided by the Personal Injury Claimant.

"Medicaid Program" means the federal program administered by the states under which certain medical items, services, and/or prescription drugs are furnished to Medicaid beneficiaries under Title XIX of the Social Security Act, 42 U.S.C. §§ 1396-1, *et seq.*

"Medicare Part C or Part D Program" means the program(s) under which Medicare Advantage, Medicare cost, and Medicare health care prepayment plan benefits and Medicare Part D prescription drug plan benefits are administered by private entities that contract with Centers for Medicare & Medicaid Services **("CMS").**

"Medicare Program" means the Medicare Parts A and B federal program administered by CMS under which certain medical items, services, and/or prescription drugs are furnished to Medicare beneficiaries under Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395, *et seq.*

"Personal Injury Claim" means a Personal Injury Claim asserted by an individual (or an individual's estate) against the Debtor for alleged personal injury, wrongful death, or other similar Claim or Cause of Action arising out of or relating to an injury or death allegedly caused by the Debtor.

"Personal Injury Claimant" means the holder of a Personal Injury Claim who (a) has satisfied the eligibility criteria section forth in the Trust Distribution Procedures, (b) has had his or her Personal Injury Claim assumed by the Trust for evaluation, resolution, and payment pursuant to the Plan, and (c) is signing and executing this Release (or on whose behalf this Release is being signed and executed by a Legal Representative).

"Released Parties" means the Trust, the Trustee, the TAC, and the TCC and each of their respective predecessors, successors, assigns, assignors, representatives, members, officers, employees, agents, consultants, lawyers, advisors, professionals, trustees, insurers, beneficiaries, administrators, and any natural, legal, or juridical person or entity acting on behalf of the Trust, the Trustee, the TAC, and the TCC.

"TAC" means the Trust Advisory Committee appointed to oversee the Trust in accordance with the Chapter 11 Plan and the Trust Agreement.

"TCC" means the Official Tort Claimants' Committee appointed in the Chapter 11 Case by the U.S. Trustee, as the same may be reconstituted from time to time.

"Trustee" means Michael Zimmerman or any other person appointed to serve as trustee under and in accordance with the Trust Agreement.

RECITALS

A. **WHEREAS,** the Plan was confirmed by order of the Bankruptcy Court on March 3, 2025 and became effective on March 31, 2025.

Renard Mcclain (Token #R7CGD2TV)

ACCEPTANCE AND RELEASE (PERSONAL INJURY CLAIM)

To receive payment on account of an Award (as defined below) from the Trust (the **"Trust"**) created pursuant to the Chapter 11 Plan of Reorganization for Tehum Care Services, Inc., dated as of October 2, 2024 (the **"Plan"**), the holder of a Personal Injury Claim must execute and submit to the Trust this acceptance and release (the **"Release"**). **This Release must be signed by the Claimant or the Claimant's Legal Representative (as defined below). A signature by an attorney for the Claimant or by an attorney for the Claimant's Legal Representative is not sufficient.**

DEFINITIONS

The definitions set forth above for the terms **"Trust," "Plan,"** and **"Release"** are specifically incorporated herein by reference as if fully set forth in this section. All capitalized terms not otherwise defined herein shall have the same meaning ascribed to them in the Plan.

"Award" means the compensation a Claimant receives as an Interim Distribution, as this term is defined in the Trust Distribution Procedures for Personal Injury Claims, from the Trust on behalf of the Claimant's Personal Injury Claim.

"Bankruptcy Court" means the United States Bankruptcy Court for the Southern District of Texas, having subject matter jurisdiction over the Chapter 11 Case.

"Chapter 11 Case" means the jointly administered cases under chapter 11 of the Bankruptcy Code commenced by the Debtor on the Petition Date in the Bankruptcy Court and currently styled *In re Tehum Care Services, Inc..*, Bankruptcy Case No. 23-90086 (CML).

"Debtor" means Tehum Care Services, Inc., the debtor and debtor-in-possession in the Chapter 11 Case.

"Governmental Payor" means any federal, state, or other governmental body, agency, department, plan, program, or entity that administers, funds, pays, contracts for, or provides medical items, services, and/or prescription drugs, including, but not limited to, the Medicare Program, the Medicaid Program, Tricare, the Department of Veterans Affairs, and the Department of Indian Health Services.

"Legal Representative" means a personal representative, guardian, conservator, parent (on behalf of a minor), executor of an estate or a similar representative who has been appointed by a court or has other legal authorization to execute this Release on behalf of the Personal Injury Claimant.

"Lien" or **"Liens"** means (i) any statutory lien of a Governmental Payor or Medicare Part C or Part D Program sponsor, or (ii) any mortgage, lien, pledge, charge, security interest, or legal encumbrance, of any nature whatsoever, held by any other payer or provider, where there is a legal obligation to withhold payment of an Award, or some portion thereof, to a Personal Injury Claimant under applicable federal or state law or for the Personal Injury Claimant to reimburse the Government Payor, other payer or provider for amounts paid on the Personal Injury Claimant's behalf in connection with the Claimant's Personal Injury Claim.

United States District Court
Southern District of Texas
ENTERED
June 18, 2026
Nathan Ochsner, Clerk

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

RENARD McCLAIN, (Inmate # 217-269),	§	
	§	
Plaintiff,	§	
	§	
vs.	§	CIVIL ACTION NO. H-26-3826
	§	
TEHUM CARE SERVICES, INC., *et al.*,	§	
	§	
Defendants.	§	

ORDER ON PENDING MOTIONS

Plaintiff Renard McClain, (Inmate # 217-269), is an inmate at the Roxbury Correctional Institution in Hagerstown, Maryland. Proceeding *pro se*, he filed a complaint on the form approved for prisoner's civil-rights actions under 42 U.S.C. § 1983 that sought to challenge a proposed settlement of his personal injury action against a defendant who was in bankruptcy. (Dkt. 1). McClain sought an order lifting the bankruptcy stay and assigning a neutral party to distribute the funds in the bankruptcy estate. (*Id.* at 4). This Court dismissed the action as seeking relief not available in a § 1983 action. (Dkts. 3, 4). The dismissal was without prejudice to McClain pursuing relief in the bankruptcy proceedings. (Dkt. 3, p. 3). McClain has now filed a motion to alter or amend the judgment and a motion for new trial. (Dkts. 5, 7). These motions are denied, as explained below.

I. DISCUSSION

A. Motion to Alter or Amend the Judgment

McClain's first motion seeks an order altering or amending the judgment. (Dkt. 5). A motion that challenges an earlier judgment on the merits is treated as either a motion to alter or amend the judgment under Federal Rule of Civil Procedure 59(e) or a motion for relief from judgment under Federal Rule of Civil Procedure 60(b), depending on the timing of the motion. *See Lavespere v. Niagara Mach. & Tool Works, Inc.*, 910 F.2d 167, 173 (5th Cir. 1990). A motion filed within 28 days of the judgment is considered under Rule 59(e); a motion filed after that date is considered under Rule 60(b). *See Dudenhefer v. Davol, Inc.*, 52 F.3d 1068, 1995 WL 241809, at *2 (5th Cir. 1995) (per curiam). McClain's motion was filed within 28 days of the order, so the Court considers it under Rule 59(e).

Relief is available under Rule 59(e) in very limited circumstances. These include: (1) when there has been an intervening change in controlling law; (2) when new evidence that was previously unavailable has been discovered; or (3) when necessary to correct a manifest error of law or fact. *See Trevino v. City of Fort Worth*, 944 F.3d 567, 570 (5th Cir. 2019) (per curiam). A party may not use Rule 59(e) to ask the Court to consider evidence that was available but not presented in the original complaint. *See Exxon Shipping Co. v. Baker,* 554 U.S. 471, 486 (2008); *Templet v. HydroChem Inc.,* 367 F.3d 473, 479 (5th Cir. 2004). A party also may

not use Rule 59(e) to reargue claims that the Court already considered or to relitigate matters that were not resolved to that party's satisfaction. *See In re Deepwater Horizon*, 785 F.3d 986, 992 (5th Cir. 2015).

In his motion to alter or amend the judgment, McClain does not identify any new facts or point to any intervening change in the law since the dismissal order was entered. Instead, he argues that the Court made a manifest error of law by dismissing his action, arguing that his complaint was misfiled as a new action rather than being docketed in the bankruptcy case.

The Court notes that McClain's complaint was filed on the form approved for prisoner's civil-rights actions. (Dkt. 1, pp. 1–5). It references claims against the defendants that were pending in the District of Maryland and that were stayed by the bankruptcy. (*Id.*). He attached various documents from the underlying case pending in the District Court in Maryland to his complaint. (*Id.* at 13–19). He also attached various settlement letters from the bankruptcy trustee and what appear to be proposed settlement documents. (*Id.* at 20–31). The claims raised in the complaint appear to relate to lifting the bankruptcy stay so his personal injury action could move forward.

In dismissing the § 1983 action, the Court advised McClain that if he was dissatisfied with the bankruptcy trustee's efforts to resolve his claim, he was required to seek such relief in the bankruptcy action. *See, e.g., In re 80 Nassau Assocs*, 169

B.R. 832, 837–38 (S.D.N.Y. 1994) (noting that a bankruptcy case is an "integrated proceeding" that concerns both the legal validity of a claimant's claim and the claimant's right to share in the bankruptcy estate). The dismissal was without prejudice to McClain seeking relief in the bankruptcy court. No manifest error of law or fact occurred in the dismissal of McClain's civil-rights action.

Nevertheless, in consideration of the representations made by McClain in his current motion, the Court will order the Clerk to file a copy of McClain's complaint and this Order in the pending bankruptcy case. By doing so, the Court does not make any determination as to whether McClain's pleadings are either timely or legally sufficient to obtain the relief he seeks in the bankruptcy proceedings.

B. Motion for New Trial

McClain has also filed a document he has titled as a Motion for New Trial. (Dkt. 7). He makes generally the same arguments as were made in his Motion to Alter or Amend the Judgment concerning whether his complaint was improperly docketed as a new action.

A motion for a new trial under Rule 59(a) is appropriately filed after either a jury or nonjury trial. When such a motion is filed, the "trial judge can grant a motion for a new trial if he believes the verdict is contrary to the weight of the evidence. He is free to weigh the evidence in considering this motion." *Robin v. Wilson Bros. Drilling,* 719 F.2d 96, 98 (5th Cir. 1983).

No trial occurred in the proceedings in this Court, and there is neither evidence nor a verdict for this Court to consider. McClain's motion for new trial will be denied.

II. CONCLUSION

Based on the foregoing, the Court **ORDERS** as follows:

1. McClain's motion to alter or amend the judgment, (Dkt. 5), is **DENIED**.
2. McClain's motion for new trial, (Dkt. 7), is **DENIED**.
3. The Clerk of Court will file a copy of McClain's complaint with its attachments, (Dkt 1), and a copy of this Order in the bankruptcy case styled *In re Tehum Care Servs., Inc.*, Bankr. No. 4:23-bk-90086 (Bankr. S.D. Tex.).

The Clerk's Office will provide a copy of this order to the plaintiff.

SIGNED at Houston, Texas on June 18, 2026.

DAVID HITTNER
UNITED STATES DISTRICT JUDGE