Docket #2743 Date Filed: 10/09/2026

IN THE United States
BANKRUPTCY COURT FOR THE
SOUTHERN DISTRICT OF TEXAS
UNITED STATES COURTHOUSE 515
RUSK AVENUE 5th FLOOR
HOUSTON, TEXAS 77002

ROGER ERVIN
UNDER ADA)
CREDITOR & APPELLANTS'
VS.
TENUM CARE SERVICES INC,
D/B/A CORTICON HEALTH INC,
DEBTOR & APPELLEE'S

No: 23-6598
(1:21-CV-02386 EL(H)
& BANKRUPTCY CASE-
No: 23-90086

United States Courts
Southern District of Texas
FILED
OCT 09 2026
Nathan Ochsner, Clerk of Court

MOTION WITH ADDITIONS EVIDENCE &
DECLARATION OF ROGER ERVIN
(UNDER ADA) REQUEST AGAIN

I ROGER ERVIN, PURSUANT TO 18 U.S.C § 1621
HEREBY DECLARE AS FOLLOWING:

① I'AM OVER THE AGE OF EIGHTEEN(18) YEARS OF AGE. AN I'AM FULLY COMPETENT TO MAKE THIS DECLARATION'S, & BASE ON MY OWN PERSONAL KNOWLEDGE, THE FOLLOWING FACTS ARE TRUE & CORRECT, AND IF CALLED TO TESTIFY, I WOULD AND COULD COMPETENTLY TESTIFY AS SET FORTH BELOW.

23900862610130000000001

Nd I Could Walk Now I CAN'T, I Am
IN WHEELCHAIR Bound by YOUR, DOCTOR'S
N HE KEEP SENDING FORM TO SIGN THAT
I CAN'T SEE TO READ I SEND HIM
ALL THE EVIDENCE TO PROVE WHAT I
STATED. BECAUSE OF THEIR DELAY OF
SURGERY & TREATMENT I AM IN THIS
CONDITION PERIOD. THEY OFFER ME
$50,000 IN NBC-7 FOR LOSS OF MY
SIGHT ALONG I ASK THEM WHAT HOLD
MY BACK.

THERE WAS NO ANSWER FROM THEM
ON THAT QUESTION SO, I'M TAKING
THIS ISSUES BACK TO THE COURT
IT'S UNDER A MERITORIOUS CLAIM
THEY KEEP WRITING ASKING ME TO
SIGN THIS SOME FORM THE COURT
COST IS MORE THAN WHAT THEY ARE
OFFERING THEY START OFF OFFERING
$5,000 IF YOU WANT TO SIGN OFF NOW
ON THE BEGINNING (EXHIBIT A) THE FORM
THEY SEND AGAIN.

CONCLUSION AND BELIEF

(5)

D) REQUIRE that the Debtor Retain A Independent outside Specialist to SEE the Creditor & Following on the Specialist Orders have him to SEE A Specialist the Creditor to determine his back treatment

E) Have the Creditor to SEE A Outside Personal Court to order to deal With the ANXIETY & STRESS this has Caused

F) Grant the Creditor Anyother And Further Relief As he may be entitled to including Requiring Debtor to Court into Court & Resolved this ISSUE

Wherefore, It is Respectfully PRAYED the Court

OCTOBER 5TH 2026

Respectfully Submitted
/s/
Roger Ervin

AFFIRMATION OATH

I Roger Ervin do hereby Affirm under Penalty of Perjury that the Aforesaid Statements are True to the Best of my Personal Knowledge and Belief

October 5th 2026

/s/ Roger Ervin

OCTOBER 5TH 2026

Respectfully Submitted

Roger Erxleben

Pro-SE

Tehum Personal Injury Settlement Trust
Administered by NextClaim Solutions

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

Exhibit A
1 of 9

September 21, 2026

Roger Ervin
#361733 Roxbury Correctional Institute
18701 Roxbury Road
Hagerstown, MD 21746

RE: Roger Ervin's Tehum Personal Injury Claim (Token #QTHZXJ7F)

Dear Roger Ervin,

We have not yet received your response to the enclosed correspondence. In an effort to expedite the processing of your payment, we are resending the notice.

Important Information:

- If you have returned your signed release within the past month, please note that it may still be in transit. You may contact our team using the phone number below to confirm the status of your release.
- If you have designated a Power of Attorney (POA) to receive payment on your behalf, a signed release is still required from you, the claimant.

If you have any questions, you can contact the Trust by calling 1-866-372-2884 or by e-mailing support@tehumcareservicessettlement.com.

Thank you,

Tehum Personal Injury Settlement Trust Claims Administrator

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(866) 372-2884
support@tehumcareservicessettlement.com

July 6, 2026

Roger Ervin
#361733 Roxbury Correctional Institution
18701 Roxbury Road
Hagerstown, MD 21746

RE: Ervin, Roger L's Tehum Personal Injury Claim (Token #QTHZXJ7F)

Dear Roger Ervin,

In an effort to pay eligible claims, we are performing outreach to claimants in an attempt to obtain any missing information or documentation that is precluding the claim from payment.

Enclosed please find a copy of the Tiering Notice that was mailed on 4/10/26. Please return the signed release to the following address:

Tehum Care Services Settlement
PO Box 89
Wilmington, DE 19899

If you have any questions, you can contact the Trust by calling 1-866-372-2884 or by e-mailing support@tehumcareservicessettlement.com.

Thank you,

Tehum Personal Injury Settlement Trust Claims Administrator

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April 10, 2026

Roger Ervin
#361733 Roxbury Correctional Institution
18701 Roxbury Road
Hagerstown, MD 21746

RE: **Claimant: Roger Ervin**
Token #: QTHZXJ7F

Dear Roger Ervin,

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.

Roger Ervin
#361733 Roxbury Correctional Institution
18701 Roxbury Road
Hagerstown, MD 21746

RE: NOTICE OF TIER DESIGNATION & NOTICE OF INTERIM TRUST DISTRIBUTION
Claimant: Roger Ervin
Token #: QTHZXJ7F

Dear Roger Ervin,

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

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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

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.

"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.

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)

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: _____

MR. Roger Ervin Under #361-433 RCI 19401 Roxbury Road Hagerstown MARYLAND 21746



IN THE United States Bankruptcy Court FOR THE Southern District OF TEXAS United States Courthouse 515 Rusk AVENUE 5th FLOOR HOUSTON TEXAS 77002

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10/06/2026