

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

In re:

TEHUM CARE SERVICES, INC.,  
  
Debtor.

Chapter 11

Case No: 23-90086 (CML)

**MOTION BY CREDITOR LEONA MIOTKE  
TO CORRECT SUBMITTED OPT-OUT RELEASE FORM**

This motion seeks an order that may adversely affect you. If you oppose the motion, you should immediately contact the moving party to resolve the dispute. If you and the moving party cannot agree, you must file a response and send a copy to the moving party. You must file and serve your response within 21 days of the date this was served on you. Your response must state why the motion should not be granted. If you do not file a timely response, the relief may be granted without further notice to you. If you oppose the motion and have not reached an agreement, you must attend the hearing. Unless the parties agree otherwise, the court may consider evidence at the hearing and may decide the motion at the hearing.

Represented parties should act through their attorney.

Pursuant to Rule 3018(a)(3) of the Federal Rules of Bankruptcy Procedure, Creditor Leona Miotke (“Creditor”) respectfully moves for an Order stating that Item 3 of her opt-out release form shall be deemed to accurately reflect that she does not accept the Consensual Claimant Release in the Chapter 11 plan (the “Release”) and that she has chosen to opt out.

**Factual Background**

1. On October 29, 2019, Creditor filed a Complaint in the Circuit Court of the State of Oregon for the County of Multnomah. The complaint, which alleges claims for whistleblower retaliation, post-employment retaliation, unauthorized disclosure of whistle blower identity, and aiding and abetting same, named Corizon Health, Inc., n/k/a Tehum Care Services, Inc. (“Debtor”) as one of the defendants.

2. On February 15, 2023, Debtor filed a Suggestion of Bankruptcy and Notice of Automatic Stay in the circuit court.



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3. On February 21, 2025, Creditor submitted a ballot for holders of claims in classes 4 and 5, as well as an opt-out release form for holders of all claims.

4. On the ballot form, Creditor voted to reject the Joint Chapter 11 Plan (the “Plan”). Ex. 1. She also elected to opt-out of the Consensual Claimant Release (the “Release”). Foster Dec. ¶ 2; *see also* Ex. 2. Specifically, Creditor did not consent to the Release. *Id.*

5. Counsel for Creditor filled out and submitted both the ballot and the opt-out release form through the Verita website. Foster Dec. ¶ 3; *see also* Ex. 3. When counsel filled out the opt-out release form, she believed she had made the correct selections to opt-out of the Release. Foster Dec. ¶ 3. At the time, counsel understood Creditor had successfully opted out of the Release. *Id.*

6. While preparing to move forward with Creditor’s case by filing for a relief from the automatic stay and returning to Oregon state court, counsel discovered that Creditor was not listed as an opt-out party in Exhibit A to this Court’s March 3, 2025, Order Confirming the First Modified Joint Chapter 11 Plan of Reorganization of the Tort Claimants’ Committee, Official Committee of Unsecured Creditors, and Debtor. Dkt. No. 2014 at p. 57. Foster Dec. ¶ 5. Counsel re-examined the opt-out release form submitted on Creditor’s behalf and discovered that Item 3, titled “Consensual Claimant Release Election,” which required Creditor to highlight opt out from the drop down menu to effectively opt out of the Release, had been left blank. Foster Dec. ¶ 6. When the opt-out release form was submitted, counsel and staff at our firm understood that they had marked the form as “Opt Out.” *Id.* Counsel does not know how or why Item 3 was left blank. *Id.* Counsel believes this was simply a scrivener’s error or perhaps an issue with the electronic formatting that did not accurately reflect Creditor’s intentions. *Id.* Specifically, Creditor did not consent to the Release and intended to opt out of the Release. *Id.*

7. Creditor understood that she should only submit the opt-out release form if she was opting out of the Release. Foster Dec. ¶ 4. As she was opting out, counsel completed the opt-out release form, and, until recently, believed that Creditor had completed all actions necessary to opt out of the Release. Foster Dec. ¶ 3, 5.

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**Argument**

8. Pursuant to Rule 3018(a)(3) of the Federal Rules of Bankruptcy Procedure, “[a]fter notice and a hearing and for cause, the court may permit a creditor . . . to change or withdraw an acceptance or rejection” of a Chapter 11 plan.

9. This Court should order that Creditor’s submission of the opt-out release form be deemed to reflect her originally intended and stated choice to opt out of the Release. Creditor did not consent to the release and certainly did not agree to release her claims against successors to Debtor, or to any other released party listed in the Plan. Foster Dec. ¶ 2. Therefore, Creditor instructed counsel to submit the opt-out release form on her behalf. *Id.*

10. Counsel submitted the opt-out release form for Creditor and would not have done so if Creditor wished to accept the Release. Foster Dec. ¶ 4. Counsel does not know why Item 3 on the opt-out ballot was left blank. Foster Dec. ¶ 6. Counsel believes this to be a scrivener’s error or perhaps an inssue with the electronic form.

11. Because Item 3 of the opt-out release form does not accurately reflect Creditor’s choice, this Court should order that Item 3 of the opt-out ballot be deemed to show that Creditor has elected to opt out of the Chapter 11 plan.

WHEREFORE, Creditor respectfully requests an Order stating that Item 3 of her opt-out release form be deemed to show that she does not accept the Release in the Chapter 11 plan.

DATED: July 15, 2025.

SMITH FOSTER KING LLP



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Anne D. Foster, OSB No. 993152  
Smith Foster King LLP  
3330 NW Yeon Ave, Ste 240  
Portland, OR 97210  
(503) 567-7100  
Email: [afoster@sfklegal.com](mailto:afoster@sfklegal.com)  
Attorney for Plaintiff

**Certificate of Service**

I do hereby certify that on July 17, 2025, a true and correct copy of the foregoing was electronically filed with the Clerk of Court and served using the CM/ECF system.

A handwritten signature in blue ink, appearing to be 'AF', with a long horizontal line extending to the right.

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Anne D. Foster

# EXHIBIT 1

# Verita (KCC) eBallot Summary

For phone assistance: Domestic (866) 381-9100 | International 001-310-823-9000

**Debtor:** Tehum Care Services, Inc.

**District:** Southern District of Texas Houston Division

## Voter Certification:

Leona Miotke, an Individual  
Anne Foster, Esq.  
Smith Foster King LLP  
3412 NW Franklin Ct.  
Portland, OR 97210

**Title:**

**Name Of Signatory (If Other Than Voter):**

**Telephone Number:**  
503.567.7100

**Email:**  
afoster@sfklegal.com

**Name (Signature):**  
Leona Miotke

**Last Four Digits of Social Security Number  
(U.S. claimants only)**  
6632

## Address or Contact Change:

3330 NW Yeon Ave Suite 240  
Portland, OR 97210

## Time Submitted:

2/21/2025 2:25:51 PM Pacific Time

## Plan:

Joint Chapter 11 Plan of the Tort  
Claimants' Committee, Official  
Committee of Unsecured Creditors,  
and Debtor

## Class:

4 / 5 (Ballot) - Channeled GUC  
Claims and Opt-Out GUC Claims

## Ballot Response(s):

ITEM 2 — Vote on the Plan:

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

**Response:** Reject

ITEM 3 — Expedited GUC Distribution.

If You have elected to seek relief from the GUC Trust, the Holder of a GUC Claim ELECTS  
for:  
leave blank or make a selection)

**No Response**



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

In re: TEHUM CARE SERVICES, INC.,<sup>1</sup>  
Debtor.

Chapter 11  
Case No. 23-90086 (CML)

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

The Official Committee of Tort Claimants (the "**Tort Claimants' Committee**") and the Official Committee of Unsecured Creditors (the "**Unsecured Creditors' Committee**") appointed in the above Chapter 11 Case, and Tehum Care Services, Inc., the above-captioned debtor (the "**Debtor**" and, together with Tort Claimants' Committee and the Unsecured Creditors' Committee, the "**Plan Proponents**"), are soliciting votes from Holders of Claims on the *Joint Chapter 11 Plan of the Tort Claimants' Committee, Official Committee of Unsecured Creditors, and Debtor* (Docket No. 1815-1) (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the "**Plan**"),<sup>2</sup> which is described in greater detail in that certain disclosure statement with respect to the Plan (Docket No. 1815-2) (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the "**Disclosure Statement**"). The Plan and Disclosure Statement have been included in the package of materials containing this ballot (this "**Ballot**") and can also be accessed free-of-charge at <https://www.veritaglobal.net/tehum>.

On November 13, 2024, the United States Bankruptcy Court for the Southern District of Texas (the "**Bankruptcy Court**") entered an order (the "**Solicitation Procedures Order**") approving the Disclosure Statement and procedures for soliciting votes to accept or reject the Plan (the "**Solicitation Procedures**"). If the Plan is confirmed by the Bankruptcy Court it will be binding on You whether or not You vote and, if You vote, whether You vote in support of or to reject the Plan.

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

### **THIS BALLOT'S LIMITATIONS**

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

### **WHO SHOULD USE THIS BALLOT**

This Ballot is to be used by Holders of General Unsecured Claims in Class 4 or Class 5 only. Therefore, please use this Ballot to cast Your vote to accept or reject the Plan if You are, as of November 13, 2024 (the "**Voting Record Date**"), a Holder of a Claim (a "**Holder**") against the Debtor that is a General Unsecured Claim in an amount that is greater than Five Thousand Dollars (\$5,000), as those terms are defined in Article I of the Plan. Any admission of Claims for purposes of voting on the Plan is **not** an admission of liability on the part of the Debtor, the Committees, or any other party for payment purposes.

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

### **DEADLINE, FORMS, AND LIMITATIONS**

**Unless such time is extended by the Debtor, the Committees, or the Bankruptcy Court,** this Ballot must be properly completed, signed, and returned to the address below so as to be received no later than February 21, 2025, at 5:00 p.m. (Prevailing Central Time) (the "**Voting Deadline**") in order for the vote on this Ballot to count.



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

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

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

Therefore:

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

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

### **DOCUMENTS INCLUDED WITH THIS BALLOT**

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

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

- the Solicitation Procedures Order (without exhibits);
- a letter from the Unsecured Creditors' Committee urging Holders of General Unsecured Claims to vote to accept the Plan; and
- a pre-addressed, return envelope for Your completed Ballot.<sup>3</sup>

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

## **INSTRUCTIONS FOR COMPLETING YOUR BALLOT**

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

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

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

#### **Item 1. Claimant's Name and Address.**

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

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

#### **Item 2. Vote on the Plan.**

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

Each Holder of a Claim will have a single Claim for voting purposes, which Claim has been temporarily allowed in the amount of \$1.00 in the aggregate per claimant for purposes of voting on the Plan in accordance with certain tabulation rules set forth in the Solicitation Procedures

approved by the Bankruptcy Court. The temporary allowance of Your Claim in the amount of \$1.00 is solely for voting purposes and does not constitute an allowance of such Claim for purposes of distribution and is not binding on You, the Plan Proponents, or the Trusts for any purpose other than voting on the Plan.

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

### **Item 3. Expedited GUC Distribution.**

Check the box only if You elect for an Expedited GUC Distribution. "Expedited GUC Distribution" means a one-time Cash payment in the amount of Five Thousand Dollars (\$5,000), to be made to a Holder of a GUC Claim that irrevocably elects, as evidenced on a Ballot timely and validly submitted by such Holder, to have such GUC Claim reduced to Five Thousand Dollars (\$5,000) and paid (upon Allowance) in full and final satisfaction of such GUC Claim.

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

### **Item 4. Certifications, Acknowledgment, Signature and Date.**

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

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

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

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

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

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

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

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

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

**Claim Ballot for Class 4 or Class 5 for Voting on Joint Chapter 11 Plan of the Tort Claimants' Committee, Official Committee of Unsecured Creditors, and Debtor**  
**Please read the instructions that accompany this Ballot before completing.**

**ITEM 1 — Claimant's Name and Address:**

**Name**

Leona Miotke, an Individual

**Address information is located in ITEM 4. Fill in phone number and last 4 Digits of Social Security Number in ITEM 4.**

**ITEM 2 — Vote on the Plan:**

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

Reject

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

**ITEM 3 — Expedited GUC Distribution.**

If You have elected to seek relief from the GUC Trust, the holder of a GUC Claim ELECTIONS for:  
(leave blank or make a selection)

#### **ITEM 4 — Certifications, Acknowledgment, Signature and Date:**

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

(i) I have / The claimant or his / her personal representative or attorney has been provided with a copy of the Confirmation Hearing Notice, the Disclosure Statement (with the Plan attached as an exhibit), the Solicitation Procedures Order, and the Solicitation Procedures, and a letter from the UCC urging Claimants to vote to ACCEPT / vote in favor of the Plan;

(ii) I am / The claimant is the Holder of a General Claim in Class 4 or Class 5;

(iii) I have full power and authority to vote to ACCEPT / in favor of or to REJECT / against the Plan on behalf of, or in my capacity as, the claimant.

Name

Leona Miotke, an Individual

Address

Anne Foster, Esq., Smith Foster King LLP, 3412 NW Franklin Ct., Portland, OR 97210

Address or Contact Change:

Address:

3330 NW Yeon Ave Suite 240

City:

Portland

State:

OR

Zip:

97210

Country:

Name (Signature):

Leona Miotke

Last Four Digits of Social Security Number

(U.S. claimants only)

6632

Email:

afoster@sfklegal.com

Telephone Number:

503.567.7100

Name Of Signatory (If Other Than Voter):

Title:

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

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

**IF THIS BALLOT IS NOT RECEIVED BY THE SOLICITATION AGENT BY FEBRUARY 21,**

Case 23-90086 Document 2362-1 Filed in TXSB on 07/17/25 Page 10 of 10  
**IF THIS BALLOT IS NOT RECEIVED BY THE SOLICITATION AGENT BY FEBRUARY 21, 2025, AT 5:00 P.M. (PREVAILING CENTRAL TIME), YOUR VOTE MAY NOT BE COUNTED.**

<sup>1</sup>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.

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

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

# **EXHIBIT 2**

# Verita (KCC) eBallot Summary

For phone assistance: Domestic (866) 381-9100 | International 001-310-823-9000

**Debtor:** Tehum Care Services, Inc.

**District:** Southern District of Texas Houston Division

## Voter Certification:

Leona Miotke, an Individual  
Anne Foster, Esq.  
Smith Foster King LLP  
3412 NW Franklin Ct.  
Portland, OR 97210

**Title:**

**Name of Signatory (If Other Than Voter):**

**Telephone Number:**  
503.567.7100

**Email:**  
afoster@sfklegal.com

**Name (Signature):**  
Leona Miotke

**Last Four Digits of Social Security Number  
(U.S. claimants only)**  
6632

## Address or Contact Change:

3330 NW Yeon Ave, Suite 240  
Portland, OR 97210

## Time Submitted:

2/21/2025 2:40:13 PM Pacific Time

## Plan:

Joint Chapter 11 Plan of the Tort  
Claimants' Committee, Official  
Committee of Unsecured Creditors,  
and Debtor

## Class:

4 / 5 (Opt-Out Form) - Opt-Out Form  
for Class 4 / 5

## Ballot Response(s):

The undersigned certifies they hold a fill in below all classes that apply Example: Class 6 / 7 / 8; Class 9 / 10 claim:

**Response:** Class 4 or Class 5; Class 6, Class 7, or Class 8; Class 9 or Class 10

BY SELECTING BELOW, THE UNDERSIGNED HOLDER (leave blank or make a selection):

**No Response**





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

In re: TEHUM CARE SERVICES, INC.,<sup>1</sup>  
Debtor.

Chapter 11  
Case No. 23-90086 (CML)

**OPT-OUT RELEASE FORM FOR HOLDERS OF ALL CLAIMS**

This opt-out election form (the “Opt-Out Release Form”) is the form used to “Opt Out” of the Consensual Claimant Release (as defined below) in *Joint Chapter 11 Plan of the Tort Claimants’ Committee, Official Committee of Unsecured Creditors, and Debtor* (Docket No. 1815-1) (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the “**Plan**”),<sup>2</sup> which is described in greater detail in that certain disclosure statement with respect to the Plan (Docket No. 1815-2) (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the “**Disclosure Statement**”).

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

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

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

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

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

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

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

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

## **DEADLINE**

**THIS OPT-OUT RELEASE FORM MUST BE ACTUALLY RECEIVED BY THE BALLOTING AGENT ON OR BEFORE FEBRUARY 21, 2025, AT 5:00 P.M. (PREVAILING CENTRAL TIME) (THE “RELEASE OPT-OUT DEADLINE”).**

## **DISTINCTION BETWEEN THIS OPT-OUT RELEASE FORM AND BALLOT**

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

## **CONSEQUENCES OF ELECTION OR NON-ELECTION**

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

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

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

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

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

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

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

If You are the Holder of an Indirect Claim and You want to seek recovery from YesCare Corp., CHS TX, Inc., or any other alleged successor entity under the doctrine of successor liability in the Civil Justice System, then You should “Opt Out” of the Consensual Claimant Release. Opting Out of the Consensual Claimant Release will mean that Your Indirect Claim will be assigned to **Class 10** (Opt-Out Indirect Claims). Please be advised that if You “Opt Out” of the Consensual Claimant Release, then You will not have the ability to undo that election if Your Indirect Claim is subsequently dismissed.

**SCOPE: CONSENSUAL CLAIMANT RELEASE**

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

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

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

The Consensual Claimant Release shall not, and shall not be construed to: (a) release any post-Effective Date obligations under the Plan Documents or any document, instrument, or agreement executed to implement the Plan; (b) impair any recoveries that may be sought with respect to any Insurance Actions; or (c) modify, reduce, impair or otherwise affect the ability of any Consenting Claimants to recover from the Trusts in accordance with the Plan and the Trust Documents.

If, following the Final Payment Date, any portion of the Settlement Payment is clawed back from the Trusts and not promptly replaced by any of the other Settling Parties upon demand, the releases set forth this Article IX.D shall be void. If such releases become

void, then the relevant Statute of Limitations applicable to any claim or Cause of Action that could then be asserted against the Released Parties shall be tolled and extended to the date that is ninety (90) days following the date that such releases become void and notice of the same is published by the Trusts. Any Released Party may enforce the Consensual Claimant Release before the Bankruptcy Court, which shall retain jurisdiction for such purpose.

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

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

### **DEADLINE REMINDER**

**AS ALREADY NOTED, AND REPEATED HERE, THIS OPT-OUT RELEASE FORM MUST BE ACTUALLY RECEIVED BY THE BALLOTING AGENT ON OR BEFORE THE RELEASE OPT-OUT DEADLINE: FEBRUARY 21, 2025, AT 5:00 P.M. (PREVAILING CENTRAL TIME).**

### **CONSEQUENCES OF FAILURE TO MEET RELEASE OPT-OUT DEADLINE**

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

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

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

#### **Item 1. Claimant's Name and Address.**

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

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

**Item 2. Claim or Interest.**

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

**Item 3. Consensual Claimant Release Election.**

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

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

**Item 4. Certifications, Acknowledgment, Signature and Date.**

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

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

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

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

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

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

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

### **OPT-OUT RELEASE FORM**

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

#### **ITEM 1 —Name and Address:**

**Name**

Leona Miotke, an Individual

**Address information is located in ITEM 3. Fill in phone number and last 4 Digits of Social Security Number in ITEM 3.**

#### **ITEM 2 — Claim or Interest**

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

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



- Holds a **Class 11 (Interest)** in the Debtor
- Holds an **Unclassified Claim** against the Debtor

**The undersigned certifies they hold a** *[fill in below all classes that apply - Example: Class 6 / 7 / 8; Class 9 / 10]* **claim:**

Class4 or Class5; Class 6, Class7, or Class 8; Class 9 or Class 10

### **ITEM 3 — CONSENSUAL CLAIMANT RELEASE ELECTION.**

BY SELECTING BELOW, THE UNDERSIGNED HOLDER *(leave blank or make a selection)*:

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

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

### **ITEM 4 — Certifications, Acknowledgment, Signature and Date:**

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

- (i) I am/ The Claimant is (i) the Holder of Claims or Interests set forth in Item 2, or (ii) an authorized signatory for an entity that is the Holder of the Claims or Interests set forth in Item 2;



(ii) I / The Claimant received this Opt-Out Release Form and am submitting it pursuant to the terms and conditions set forth therein; and

(iii) No other Opt-Out Release Form with respect to the Holder's Claims or Interests identified in Item 2 has been completed or, if any other Opt-Out Release Forms have been submitted with respect to such Claims, then any such Opt-Out Release Forms are hereby revoked.

Name

Leona Miotke, an Individual

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

Anne Foster, Esq., Smith Foster King LLP, 3412 NW Franklin Ct., Portland, OR 97210

Address or Contact Change:

Address:

3330 NW Yeon Ave, Suite 240

City:

Portland

State:

OR

Zip:

97210

Country:

Name (Signature):

Leona Miotke

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

6632

Email:

afoster@sfklegal.com

Telephone Number:

503.567.7100

Name of Signatory (If Other Than Voter):

Title:

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

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

#### **ADDITIONAL INFORMATION FOR HOLDERS OF CLAIMS**

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

#### **Select Defined Terms**

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

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

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

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

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

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

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

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

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

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

*“Consenting Indirect Claimant”* means: (a) any Holder of an Indirect Claim that votes to accept or is deemed to accept the Plan and who does not check the box on the Opt-Out Release Form to

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

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

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

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

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

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

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

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

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

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

*"Indirect Claimant"* means the Holder of an Indirect Claim.

*"PI/WD"* means personal injury or wrongful death.

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

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

*"Released Parties"* means collectively the following, in each case in its capacity as such with each being a *"Released Party"*: (a) the Debtor; (b) Russell Perry, the Debtor's Chief Restructuring Officer; (c) the Committees and their respective members; (d) the Professionals; (e) the GUC Trustee; (f) the PI/WD Trustee; (g) the Settlement Parties; (h) M2 EquityCo LLC; (i) Valitäts Intermediate Holdings Inc.; (j) Valitäts Health Services, Inc.; (k) M2 Pharmacorr Equity Holdings LLC; (l) Pharmacorr/M2 LLC; (m) Pharmacorr Holdings LLC; (n) Endeavor Distribution LLC; (o) Yes Care Holdings LLC; (p) Sigma RM, LLC; (q) DG Realty Management LLC; (r) Scaracor LLC; (s) Yitzchak Lefkowitz a/k/a Isaac Lefkowitz; (t) Sara Ann Tirschwell; (u) Ayodeji Olawale Ladele; (v) Beverly Michelle Rice; (w) Jeffrey Scott King; (x) Jennifer Lynne Finger; (y) Frank Jeffrey Sholey; (z) FTI Capital Advisors, LLC, and for each Entity listed in (a) through (z), each of their respective current and former officers, directors, managers, employees, contractors, agents, attorneys, and other professional advisors, Insiders, and Affiliates; *provided, however*, that a Non Released Party shall not be a "Released Party."

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

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

### **Estate Release**

**As of the Final Payment Date, except for the claims or theories of recover or remedies distributed to or retained by Holders of Opt-Out GUC Claims, Holders of Opt-Out PI/WD Claims, and Holders of Opt-Out Indirect Claims, and except for the rights that remain in effect from and after the Effective Date to enforce the Plan and the Confirmation Order, for good and valuable consideration, the adequacy of which is hereby confirmed,**

pursuant to sections 105(a) and 1123(b) of the Bankruptcy Code and Bankruptcy Rule 9019, each Released Party shall be, and shall be deemed to be, expressly, conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged by the Debtor, its Estate, and each of their respective successors or assigns, including the Trusts, of and from any and all Estate Causes of Action based on or relating to, or in any manner arising from any act, omission, transaction, event, or other circumstance taking place or existing on or before the Effective Date in connection with or related to the Debtor, the Estate, their respective current or former assets and properties, the Chapter 11 Case, the Plan of Divisional Merger, the Payment Agreement, any Claim or Interest that is treated by the Plan, the business or contractual arrangements between one or both of the Debtor and any Released Party, the restructuring of any Claim or Interest that is treated by the Plan before or during the Chapter 11 Case, any of the Plan Documents, or any related agreements, instruments, and other documents created or entered into before or during the Chapter 11 Case or the negotiation, formulation, preparation, or implementation thereof, the pursuit of confirmation, the administration and implementation of the Plan, the solicitation of votes with respect to the Plan, the distribution of any property under the Plan, or any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to the foregoing. Notwithstanding anything to the contrary in the foregoing, the releases set forth in the Plan shall not be construed to release any Insurance Actions or any post-Effective Date obligations under the Estate Party Settlement or any document, instrument, or agreement executed to implement the Estate Party Settlement. If, following the Final Payment Date, any portion of the Settlement Payment is clawed back from the Trusts and not promptly replaced by any of the other Settling Parties upon demand, the releases set forth this Article IX.C shall be void. If such releases become void, then the relevant Statute of Limitations applicable to any claim or Cause of Action that could then be asserted against the Released Parties shall be tolled and extended to the date that is ninety (90) days following the date that such releases become void and notice of the same is published by the Trusts. Any Released Party may enforce the Estate Release before the Bankruptcy Court, which shall retain jurisdiction for such purpose. The Released Parties shall not seek to recover the cost or expense of such enforcement action from the Trusts.

#### Consensual Claimant Release

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



of any Claim or Interest that is treated by the Plan before or during the Chapter 11 Case, any of the Plan Documents or any related agreements, instruments, and other documents created or entered into before or during the Chapter 11 Case or the negotiation, formulation, preparation or implementation thereof, the pursuit of Plan confirmation, the administration and implementation of the Plan, the solicitation of votes with respect to the Plan, the distribution of property under the Plan, or any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to the foregoing; provided, however, that the releases set forth in this Article IX.D shall not, and shall not be construed to: (a) release any post-Effective Date obligations under the Plan Documents or any document, instrument, or agreement executed to implement the Plan; (b) impair any recoveries that may be sought with respect to any Insurance Actions; or (c) modify, reduce, impair or otherwise affect the ability of any Consenting Claimants to recover from the Trusts in accordance with the Plan and the Trust Documents. If, following the Final Payment Date, any portion of the Settlement Payment is clawed back from the Trusts and not promptly replaced by any of the other Settling Parties upon demand, the releases set forth in this Article IX.D shall be void. If such releases become void, then the relevant Statute of Limitations applicable to any claim or Cause of Action that could then be asserted against the Released Parties shall be tolled and extended to the date that is ninety (90) days following the date that such releases become void and notice of the same is published by the Trusts. Any Released Party may enforce the Consensual Claimant Release before the Bankruptcy Court, which shall retain jurisdiction for such purpose. The Released Parties shall not seek to recover the cost or expense of such enforcement action from the Trusts.

**Releases by the Debtor and the Settlement Parties of Holders of Claims in Classes 4, 6, 8, and 9<sup>1</sup>**

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

construed to: (a) release any post-Effective Date obligations under the Plan Documents or any document, instrument, or agreement executed to implement the Plan; (b) impair any recoveries that may be sought with respect to any Insurance Actions; or (c) modify, reduce, impair or otherwise affect the ability of any Consenting Claimants to recover from the Trusts in accordance with the Plan and the Trust Documents.

### **Exculpation**<sup>11</sup>

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

### **Channeling Injunction**<sup>12</sup>

#### **Purpose**

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

#### **Protections Afforded to Released Parties**

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

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

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

#### Reservations

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

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



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(e) the rights of the Trusts to prosecute any action against an Insurance Company based on or arising from a PI/WD Insurance Policy or a GUC Insurance Policy;

(f) the rights of the Trusts to prosecute any Retained Estate Causes of Action; and

(g) the rights of Holders of Channeled Claims to seek recovery from any Person, Entity, or Governmental Unit that is not a Released Party on account of their Channeled Claims or any other claim or Cause of Action.

#### **Enforcement**

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

#### **Termination of Channeling Injunction**

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

#### **Tolling of Statute of Limitations**

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

<sup>1</sup> 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.

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

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

Excerpts from the Plan regarding the Consensual Claimant Release appear at the end of this Opt-Out Release Form. The Plan provisions referenced herein are for summary purposes only

and do not include all provisions of the Plan that may affect Your rights. If there is any inconsistency between the provisions set forth herein and the Plan, the Plan governs. The Plan Proponents urge all Holders of Claims and Interests to read through the entire Plan and Disclosure Statement, plus any additional and related documentation, before submitting this Opt-Out Release Form.

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

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

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

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

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

<sup>1</sup> The Releases by the Debtor and the Settlement Parties of Holders of Claims in Classes 4, 6, 8, and 9 appear in Article IX.E of the Plan.

<sup>11</sup> The Exculpation provision appears in Article IX.F of the Plan.

<sup>12</sup> The Channeling Injunction appears in Article IX.I of the Plan.

# EXHIBIT 3



Kurtzman Carson Consultants, LLC (KCC) has rebranded as Verita Global. All existing KCC URLs and email addresses will be automatically redirected. KCC will remain as a legal entity as we make this transition.

Tehum Care Services, Inc. Case Number: 23-90086

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

In re: TEHUM CARE SERVICES, INC.,<sup>1</sup>  
Debtor.

Chapter 11  
Case No. 23-90086 (CML)

**OPT-OUT RELEASE FORM FOR HOLDERS OF ALL CLAIMS**

This opt-out election form (the “Opt-Out Release Form”) is the form used to “Opt Out” of the Consensual Claimant Release (as defined below) in *Joint Chapter 11 Plan of the Tort Claimants’ Committee, Official Committee of Unsecured Creditors, and Debtor* (Docket No. 1815-1) (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the “Plan”),<sup>2</sup> which is described in greater detail in that certain disclosure statement with respect to the Plan (Docket No. 1815-2) (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the “Disclosure Statement”).

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

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

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

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

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

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

Accordingly, You may fill out Opt-Out Form Release regardless of: (1) the Class in which Your Claim may be

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

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

### **DEADLINE**

**THIS OPT-OUT RELEASE FORM MUST BE ACTUALLY RECEIVED BY THE BALLOTING AGENT ON OR BEFORE FEBRUARY 21, 2025, AT 5:00 P.M. (PREVAILING CENTRAL TIME) (THE “RELEASE OPT-OUT DEADLINE”).**

### **DISTINCTION BETWEEN THIS OPT-OUT RELEASE FORM AND BALLOT**

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

### **CONSEQUENCES OF ELECTION OR NON-ELECTION**

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

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

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

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

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

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

GUC Claim is subsequently dismissed.

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

If You are the Holder of an Indirect Claim and You want to seek recovery from YesCare Corp., CHS TX, Inc., or any other alleged successor entity under the doctrine of successor liability in the Civil Justice System, then You should “Opt Out” of the Consensual Claimant Release. Opting Out of the Consensual Claimant Release will mean that Your Indirect Claim will be assigned to **Class 10** (Opt-Out Indirect Claims). Please be advised that if You “Opt Out” of the Consensual Claimant Release, then You will **not** have the ability to undo that election if Your Indirect Claim is subsequently dismissed.

### **SCOPE: CONSENSUAL CLAIMANT RELEASE**

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

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

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

**The Consensual Claimant Release shall not, and shall not be construed to: (a) release any post-Effective Date obligations under the Plan Documents or any document, instrument, or agreement executed to implement the Plan; (b) impair any recoveries that may be sought with respect to any Insurance Actions; or (c) modify, reduce, impair or otherwise affect the ability of any Consenting Claimants to recover from the Trusts in accordance with the Plan and the Trust Documents.**

**If, following the Final Payment Date, any portion of the Settlement Payment is clawed back from the Trusts and not promptly replaced by any of the other Settling Parties upon demand, the releases set forth this Article IX.D shall be void. If such releases become void, then the relevant Statute of Limitations**

applicable to any claim or Cause of Action that could then be asserted against the Released Parties shall be tolled and extended to the date that is ninety (90) days following the date that such releases become void and notice of the same is published by the Trusts. Any Released Party may enforce the Consensual Claimant Release before the Bankruptcy Court, which shall retain jurisdiction for such purpose.<sup>5</sup>

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

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

### **DEADLINE REMINDER**

**AS ALREADY NOTED, AND REPEATED HERE, THIS OPT-OUT RELEASE FORM MUST BE ACTUALLY RECEIVED BY THE BALLOTING AGENT ON OR BEFORE THE RELEASE OPT-OUT DEADLINE: FEBRUARY 21, 2025, AT 5:00 P.M. (PREVAILING CENTRAL TIME).**

### **CONSEQUENCES OF FAILURE TO MEET RELEASE OPT-OUT DEADLINE**

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

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

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

#### **Item 1. Claimant's Name and Address.**

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

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

#### **Item 2. Claim or Interest.**

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



**Item 3. Consensual Claimant Release Election.**

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

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

**Item 4. Certifications, Acknowledgment, Signature and Date.**

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

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

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

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

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

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

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

**OPT-OUT RELEASE FORM**

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

**ITEM 1 —Name and Address:**

**Name**

Leona Miotke, an Individual



Address information is located in ITEM 3. Fill in phone number and last 4 Digits of Social Security Number in ITEM 3.

## ITEM 2 — Claim or Interest

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

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

The undersigned certifies they hold a [fill in below all classes that apply - Example: Class 6 / 7 / 8; Class 9 / 10] claim:

## ITEM 3 — CONSENSUAL CLAIMANT RELEASE ELECTION.

BY SELECTING BELOW, THE UNDERSIGNED HOLDER (*leave blank or make a selection*):

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

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

• **TO AVOID GRANTING THE CONSENSUAL CLAIMANT RELEASE AGAINST THE “RELEASED PARTIES” AS THAT TERM IS DEFINED IN THE PLAN, YOU MUST AFFIRMATIVELY CHECK THE FIRST BOX ABOVE AND INDICATE THAT YOU ARE ELECTING NOT TO GRANT THE CONSENSUAL CLAIMANT RELEASE CONTAINED IN ARTICLE IX.D OF THE PLAN.**

• **IF YOU AFFIRMATIVELY ELECT TO GRANT THE CONSENSUAL CLAIMANT RELEASE, IF YOU MAKE NO ELECTION AT ALL, OR IF YOU DO NOT COMPLETE THIS FORM, THEN YOU WILL BE DEEMED TO HAVE CONSENTED TO THE CONSENSUAL CLAIMANT RELEASE.**

• **THE CONSENSUAL CLAIMANT RELEASE TO WHICH THIS OPT-OUT RELEASE FORM APPLIES IS SEPARATE FROM AND INDEPENDENT OF THE OTHER RELEASES CONTAINED IN**

ARTICLES IX.C AND IX.E AND THE EXCULPATION, RECOUPMENT, AND INJUNCTION PROVISIONS IN ARTICLES IX.F K, AMONG OTHER PROVISIONS. IF YOU OBJECT TO ANY ASPECT OF ARTICLE IX BESIDES THE CONSENSUAL CLAIMANT RELEASE, YOU MUST FILE A SEPARATE OBJECTION WITH THE COURT IN ACCORDANCE WITH THE PROCEDURES DESCRIBED IN THE SOLICITATION PROCEDURES ORDER.

**ITEM 4 — Certifications, Acknowledgment, Signature and Date:**

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

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

Name

Leona Miotke, an Individual

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

Anne Foster, Esq., Smith Foster King LLP, 3412 NW Franklin Ct., Portland, OR 97210

Check if you would like to change your address

Name (Signature): (Required)

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

Email: (Required)

Telephone Number:

Name of Signatory (If Other Than Voter):

Title:

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

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

**ADDITIONAL INFORMATION FOR HOLDERS OF CLAIMS**

Separate and apart from the Consensual Claimant Release, the plan contains estate release, exculpation, and injunction provisions. These provisions, as well as the relevant definitions, are included below exactly as they appear in the Plan for further and immediate reference.<sup>6</sup> You should review these provisions, as they appear in the Plan and are discussed in the Disclosure Statement, with care and, if necessary, counsel. The Plan Proponents urge all Claimants to read and review the entire Plan before submitting any vote or Opt-Out Release Form.

**Select Defined Terms**<sup>7</sup>

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

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

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

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

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

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

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

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

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

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

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

*“Consenting GUC Claimant”* means: (a) any Holder of an Indirect Claim that votes to accept or is deemed to accept the Plan **and** who does not check the box on the Opt-Out Release Form to affirmatively opt out of the

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

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

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

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

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

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

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

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

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

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

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

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

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

*“Released Parties”* means collectively the following, in each case in its capacity as such with each being a

*“Released Party”*: (a) the Debtor; (b) Russell Perry, the Debtor’s Chief Restructuring Officer; (c) the Committees and their respective members; (d) the Professionals; (e) the GUC Trustee; (f) the PI/WD Trustee; (g) the Settlement Parties; (h) M2 EquityCo LLC; (i) Valitas Intermediate Holdings Inc.; (j) Valitas Health Services, Inc.; (k) M2 Pharmacorr Equity Holdings LLC; (l) Pharmacorr/M2 LLC; (m) Pharmacorr Holdings LLC; (n) Endeavor Distribution LLC; (o) Yes Care Holdings LLC; (p) Sigma RM, LLC; (q) DG Realty Management LLC; (r) Scaracor LLC; (s) Yitzchak Lefkowitz a/k/a Isaac Lefkowitz; (t) Sara Ann Tirschwell; (u) Ayodeji Olawale Ladele; (v) Beverly Michelle Rice; (w) Jeffrey Scott King; (x) Jennifer Lynne Finger; (y) Frank Jeffrey Sholey; (z) FTI Capital Advisors, LLC, and for each Entity listed in (a) through (z), each of their respective current and former officers, directors, managers, employees, contractors, agents, attorneys, and other professional advisors, Insiders, and Affiliates; *provided, however*, that a Non Released Party shall not be a “Released Party.”

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

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

### **Estate Release**<sup>8</sup>

As of the Final Payment Date, except for the claims or theories of recover or remedies distributed to or retained by Holders of Opt-Out GUC Claims, Holders of Opt-Out PI/WD Claims, and Holders of Opt-Out Indirect Claims, and except for the rights that remain in effect from and after the Effective Date to enforce the Plan and the Confirmation Order, for good and valuable consideration, the adequacy of which is hereby confirmed, pursuant to sections 105(a) and 1123(b) of the Bankruptcy Code and Bankruptcy Rule 9019, each Released Party shall be, and shall be deemed to be, expressly, conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged by the Debtor, its Estate, and each of their respective successors or assigns, including the Trusts, of and from any and all Estate Causes of Action based on or relating to, or in any manner arising from any act, omission, transaction, event, or other circumstance taking place or existing on or before the Effective Date in connection with or related to the Debtor, the Estate, their respective current or former assets and properties, the Chapter 11 Case, the Plan of Divisional Merger, the Payment Agreement, any Claim or Interest that is treated by the Plan, the business or contractual arrangements between one or both of the Debtor and any Released Party, the restructuring of any Claim or Interest that is treated by the Plan before or during the Chapter 11 Case, any of the Plan Documents, or any related agreements, instruments, and other documents created or entered into before or during the Chapter 11 Case or the negotiation, formulation, preparation, or implementation thereof, the pursuit of confirmation, the administration and implementation of the Plan, the solicitation of votes with respect to the Plan, the distribution of any property under the Plan, or any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to the foregoing. Notwithstanding anything to the contrary in the foregoing, the releases set forth in the Plan shall not be construed to release any Insurance Actions or any post-Effective Date obligations under the Estate Party Settlement or any document, instrument, or agreement executed to implement the Estate Party Settlement. If, following the Final Payment Date, any portion of the Settlement Payment is clawed back from the Trusts and not promptly replaced by any of the other Settling Parties upon demand, the releases set forth this Article IX.C shall be void. If such releases become void, then the relevant Statute of Limitations applicable to any claim or Cause of Action that could then be asserted against the Released Parties shall be tolled and extended to the date that is ninety (90) days following the date that such releases become void and notice of the same is published by the Trusts. Any Released Party may enforce the Estate Release before the Bankruptcy Court, which shall retain jurisdiction for such purpose. The Released Parties shall not seek to recover the cost or expense of such enforcement action from the Trusts.

### **Consensual Claimant Release**<sup>9</sup>



As of the Final Payment Date, except for the rights that remain in effect from and after the Effective Date to enforce the Plan and the Confirmation Order, for good and valuable consideration, the adequacy of which is hereby confirmed, including the actions of the Released Parties to facilitate the Estate Party Settlement, as an integral component of the Plan, to the maximum extent permitted under applicable law, all Consenting Claimants shall, and shall be deemed to, expressly, conclusively, absolutely, unconditionally, irrevocably, and forever release and discharge each Released Party of and from any and all Causes of Action based on or relating to, or in any manner arising from, in whole or in part, any act, omission, transaction, event, or other circumstance taking place or existing on or before the Effective Date in connection with or related to the Debtor, the Estate, their respective current or former assets and properties, the Chapter 11 Case, the Plan of Divisional Merger, any Claim or Interest that is treated by the Plan, the business or contractual arrangements between the Debtor and any Released Party, the restructuring of any Claim or Interest that is treated by the Plan before or during the Chapter 11 Case, any of the Plan Documents or any related agreements, instruments, and other documents created or entered into before or during the Chapter 11 Case or the negotiation, formulation, preparation or implementation thereof, the pursuit of Plan confirmation, the administration and implementation of the Plan, the solicitation of votes with respect to the Plan, the distribution of property under the Plan, or any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to the foregoing; provided, however, that the releases set forth in this Article IX.D shall not, and shall not be construed to: (a) release any post-Effective Date obligations under the Plan Documents or any document, instrument, or agreement executed to implement the Plan; (b) impair any recoveries that may be sought with respect to any Insurance Actions; or (c) modify, reduce, impair or otherwise affect the ability of any Consenting Claimants to recover from the Trusts in accordance with the Plan and the Trust Documents. If, following the Final Payment Date, any portion of the Settlement Payment is clawed back from the Trusts and not promptly replaced by any of the other Settling Parties upon demand, the releases set forth in this Article IX.D shall be void. If such releases become void, then the relevant Statute of Limitations applicable to any claim or Cause of Action that could then be asserted against the Released Parties shall be tolled and extended to the date that is ninety (90) days following the date that such releases become void and notice of the same is published by the Trusts. Any Released Party may enforce the Consensual Claimant Release before the Bankruptcy Court, which shall retain jurisdiction for such purpose. The Released Parties shall not seek to recover the cost or expense of such enforcement action from the Trusts.

#### **Releases by the Debtor and the Settlement Parties of Holders of Claims in Classes 4, 6, 8, and 9<sup>10</sup>**

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

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

### Exculpation<sup>11</sup>

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

### Channeling Injunction<sup>12</sup>

#### Purpose

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

#### Protections Afforded to Released Parties

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

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

any property or interest in property of any Released Party;

(b) enforcing, levying, attaching (including any prejudgment attachment), collecting or otherwise recovering, by any manner or means, either directly or indirectly, any judgment, award, decree, or order against or affecting any Released Party, or any property or interest in property of any Released Party;

(c) creating, perfecting or otherwise enforcing in any manner, whether directly or indirectly, any encumbrance of any kind against any Released Party, or any property or interest in property of any Released Party;

(d) asserting, implementing, or effectuating any setoff, right of reimbursement, subrogation, indemnity, contribution, reimbursement, or recoupment of any kind, in any manner, directly or indirectly, against any obligation due to any Released Party, or any property or interest in property of any Released Party; or

(e) taking any act in any manner, and in any place whatsoever, that does not conform to, or comply with, the provisions of the Plan or any Plan Document or with regard to any matter that is within the scope of the matters designated by the Plan to be subject to resolution by the Trusts, except in conformity and compliance with the Plan and any Plan Document with respect to any such Channeled Claim.

### **Reservations**

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

(a) the rights of Holders of Channeled PI/WD Trust Claims to assert such Claims against the PI/WD Trust in accordance with the PI/WD Trust Distribution Procedures;

(b) the rights of Holders of Channeled GUC Trust Claims to assert such Claims against the GUC Trust in accordance with the Plan and the GUC Trust Agreement;

(c) the rights of Holders of Channeled Claims to assert such Claims against any Released Party if the Channeling Injunction is terminated under Article IX.I.5;

(d) the Trusts from enforcing their rights under the Plan and the Confirmation Order;

(e) the rights of the Trusts to prosecute any action against an Insurance Company based on or arising from a PI/WD Insurance Policy or a GUC Insurance Policy;

(f) the rights of the Trusts to prosecute any Retained Estate Causes of Action; and

(g) the rights of Holders of Channeled Claims to seek recovery from any Person, Entity, or Governmental Unit that is not a Released Party on account of their Channeled Claims or any other claim or Cause of Action.

### **Enforcement**

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

### **Termination of Channeling Injunction**



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

### **Tolling of Statute of Limitations**

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

<sup>1</sup> 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.

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

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

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

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

<sup>6</sup> Accordingly, certain pronouns, *i.e.* "this," are not alerted.

<sup>7</sup> These terms appear in Article I of the Plan, wherein the definitions of other terms relevant to any understanding of the Plan and the Disclosure Statement may be found and should be reviewed by any Holder.

<sup>8</sup> The Estate Release appears in Article IX.C of the Plan.

<sup>9</sup> The Consensual Claimant Release appears in Article IX.D of the Plan and is discussed in Article IV.B.7 of the Plan.

<sup>10</sup> The Releases by the Debtor and the Settlement Parties of Holders of Claims in Classes 4, 6, 8, and 9 appear in Article IX.E of the Plan.

<sup>11</sup> The Exculpation provision appears in Article IX.F of the Plan.

<sup>12</sup> The Channeling Injunction appears in Article IX.I of the Plan.

Submit Ballot



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

In re:

TEHUM CARE SERVICES, INC.,  
  
Debtor.

Chapter 11

Case No: 23-90086 (CML)

[PROPOSED] **ORDER**

Upon consideration of the Motion of Creditor Leona Miotke, dated July 15, 2025, and any response thereto, the Court enters the following Order:

Creditor Leona Miotke Motion is GRANTED and her submission of the opt-out release form shall be deemed to accurately reflect her decision to opt out of the Consensual Claimant Release in the Chapter 11 plan.

**SO ORDERED**

**Dated: July \_\_, 2025**

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