

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

United States Courts
Southern District of Texas
FILED

JUL 18 2025

Nathan Ochsner, Clerk of Court

In re:

Tehum Care Services, Inc.

Debtor

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Chapter 11

Case No. 23-90086(CML)

Thurman R. Watson, Plaintiff (Watson v Yes Care Corp., et al) Opposition to Debtor Omnibus Motion to Enjoin Plaintiff from Prosecuting Cases against Released Parties.

Document 2160 Filed 5/16/2025 REQUEST the court to enter "an order enjoining non- opt – out Plaintiffs from continuing to prosecute Cause of Action Against former Corizon Employees as long as the Bankruptcy Plan Injunctions and release are in effect".

COMES Now, Thruman R Watson, Plaintiff (Watson v Yes Care Corp. Case No 123-CV-03520 LKG (D. MD)). Submit his opposition to Yes Care Corp Omnibus motion to Enjoin Plaintiffs from proceeding with the prosecution of his claim against Yes Care Corp., et al.

- A. Plaintiff filed his original complaint December 23,2023 in the United States District Court for the District of Maryland.
- B. Plaintiff complaint asserts claims against former employees of CHS TX, Corizon Health Care and claims against Yes Care and its current employees,
- C. Plaintiff should be permitted to prosecute his claims against Vivien Dorsey, MD Mahboobeh, Memarsadeigh, MD and Sandra J Boettinger, RN former employees of Corizon Health.
- D. Plaintiff asserts that theses former Corizon Health employees interfered with and or denied Plaintiff access to treatments. Further their professional judgement fell below acceptable medical standards and they demonstrated deliberate indifference to plaintiff serious medical needs, all in violation of plaintiff Constitutional Rights.
- E. Plaintiff seeks to hold these individuals non -debtors defendant liable for their direct professional and individual acts of Constitutional Violations which are, in plaintiff's view not connected with Debtor's Bankruptcy.



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F. Plaintiff respectfully objects to Defendant's motion which seeks improper expansion of the channeling injunction issued by U.S Bankruptcy Court for the Southern District of Texas Case No. 23-90086 in the Bankruptcy of Tehum Care Services, Inc. d/b/a Corizon Health (the Debtor). The Plan became effective March 31, 2025.

G. Plaintiff objects to Defendant's attempt, in connection with motion Document 2301 filed on May 16, 2025, to improperly include Yes Care Corp, a separate and non-debtor entity, under the scope of the channeling injunction issued Corizon Health (The Debtor).

I. Yes Care Corp. is not a Debtor Party

Yes, Care Corp and its employees are not a Debtor Party. The issued injunction applies strictly to claims against Tehum Care Services, Inc. d/b/a Corizon Health. No provisions of confirmed Plan or related Order suggested or permits to extension to non-debtor entities including Yes Care Corp. and its employees.

II. There is no Legal basis for inclusion of non- Debtors.

Any attempt to include Yes Care Corp. and its employees under the protection of the channeling injunction violates fundamental bankruptcy principles and Fifth Circuit precedent prohibiting non-consensual third-Party release without express statutory authority or creditor consent.

III Such is, improper shielding of Liability

Defendant's position seeks to improperly shield Yes Care Corp, and its employees, from legitimate claims and liabilities by conflating it with Tehum Care Services, Inc. d/b/a Corizon Health (the Debtor). This attempt, frustrates the rights of the Plaintiff and under minds the integrity of the bankruptcy process.

Legal Argument: Improper Expansion of Injunction to Non-Debtor

Defendants request to apply the channeling injunction issued in the Teham Care Services, Inc. bankruptcy case no 23-9086 to Yes Care Corp. and its employees, a non-debtor entity, is legally baseless and contrary to binding precedent and statutory law.

I. The Bankruptcy Code Prohibits Non- Debtors Discharge

Under 11 U.S.C 524, the discharge of all debtors' obligations in bankruptcy does not extend to any other entity. "Discharge of a debt of the debtor does not affect the liability of any other entity on, or the property of any other entity for, such debt".

See 11 U.S.C 524 (e) The Defendants motion contravenes these explicit limitations by seeking to shield Yes Care Corp. and its employees under Tehum's discharge Plan, despite its non-debtor status, from claims for which it remains liable. This attempt is outside the scope of Tehum's discharge and contrary to the plain meaning of 524(e).

II. Fifth Circuit Law Bars Non- Consensual Third-Party Releases

The Fifth Circuit has clearly held the bankruptcy Court lack authority to grant non – consensual third-party release in Chapter 11 proceeding. In re Pacific Lumber Co. 584 F.3d229,251-53 (5th Cir 2009), The court stated.” Section 524(e) makes clear that the bankruptcy discharge of a debtor does not affect the liability of the non-debtors. No authority exists to force creditors to release claims against non -debtors outside the court asbestos case 524 (9)”. Defendants attempt to include Yes Care Corp and its employees under the channeling injunction without creditor consent or statutory basis violate these governing principles.

III. The Supreme Court's Purdue Decision Rejects Expansive Interpretation

In Harrington v Purdue Pharma L.P, 603 U.S.204 (2024), the Supreme Court clarified that 1123(b)(6) does not authorize courts to discharge non-Debtors liabilities absent clear statutory authorization or expressed creditor consent. “The Catchall [1123(b)(6)] cannot be fairly read to endow a bankruptcy court with the power to discharge the debts of a non-debtor without the consent of affected non-debtor claimants” 603 U.S. 204 (2024). Accordingly, the Defendant's position finds no refuge under 1123(b)(6) and any reliance on this provision is misplaced.

IV. The Tehum Plan Expressly Limits Injunction Scope

The confirmed Plan in Tehum Care Services, Inc. bankruptcy narrowly defines “Released Parties” and confines the channeling injunction to claims against the debtor and its estate. Yes Care Corp. and its employees are not named in the Plan and no opt out procedure was approved regarding its liabilities.

V. Texas Bankruptcy Courts Require Actual Consent

In re Robertshaw US Holding Corp., Case No. 24-90052 (Bankr, S.D.Tex. 2024) the court emphasized that opt-out mechanisms may suffice- but only if actually disclosed and accepted by creditors. Defendant offered no evidence of such consent and retroactive inclusion of Yes Care Corp. and its employees, as such, seeks to subverts this due process requirement.

Conclusion

For the forgoing reasons, Thurman R. Watson, Plaintiff, (Watson v Yes Care Corp. et,al) case No. 23-cv-03520-LKG (D Md) respectfully request that this Court DENY Defendant's request to expand the Tehum's channeling injunction to Yes Care Corp. and its employees, they are non-Debtor entities. Further, that, Corizon Health former employees, are excluded from the channeling injunction for they are non-debtors in their individual professional capacities, and are not shielded by the Channeling Injunction. Further that this Court, GRANT such other relief as may be just and appropriate.

Respectfully,

Date July 15, 2025



Thurman R. Watson, Plaintiff

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