

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

In re:

Chapter 11

TEHUM CARE SERVICES, INC.,

Case No. 23-90086 (CML)

Debtor.

**SUPPLEMENTAL EXHIBITS RE: DOC. NO. 2078 –
VINCENT WARD AS PERSONAL REPRESENTATIVE OF THE WRONGFUL DEATH
ESTATE OF LEON CASIQUITO’S (“PLAINTIFF WARD”) MOTION FOR
DETERMINATION THAT YESCARE CORP., CHS TX, INC., OR CORIZON HEALTH
OF NEW MEXICO’S (“CHNM”) ARE NOT RELEASED IN THEIR OBLIGATIONS TO
PLAINTIFF WARD BY THE CONFIRMATION ORDER AND PLAN**

Pursuant to this Court’s instruction at the hearing held September 11, 2025, Plaintiff Vincent Ward on behalf of the Estate of Leon Casiquito submits the following supplemental exhibits related to Doc. No. 2078:

- Exhibit 1 – email communication from Jason Brookner on behalf of Corizon Health, Inc. (n/k/a Tehum, our Chapter 11 debtor) re: “carve out” of Corizon Health, Inc. from the Settlement Agreement
- Exhibit 2 – Revised Settlement Agreement
- Exhibit 3 – email transmitting the revised Settlement Agreement



Respectfully Submitted,

/s/ Maria E. Touchet

Maria E. Touchet
Touchet Law Firm, PC
111 Tulane Dr. SE
Albuquerque, NM 87106
Telephone: (505) 200-0590
Facsimile: (505) 717-2835
E-Mail: mia@touchetlaw.com
Pro Hac Vice Admission

Rachel E. Higgins
RACHEL E. HIGGINS, ATTORNEY AT LAW
111 Tulane Dr. SE
Albuquerque, NM 87106
Telephone: (505) 247-9339
Facsimile: (505) 243-9882
Email: rachel@rachelhigginslaw.com
Pro Hac Vice Admission

ATTORNEYS FOR PLAINTIFF WARD

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was electronically filed with the Clerk of the Court and served using the CM/ECF system. In addition, a true and correct copy was electronically mailed to the following:

Jennifer.White@bowmanandbrooke.com; adam.masin@bowmanandbrooke.com;
yarbroughp@hallevans.com; sargente@hallevans.com;
Trevor.Carolan@bowmanandbrooke.com

/s/ Maria E. Touchet

Maria E. Touchet

From: [Jason S. Brookner](#)
To: [Mia Touchet](#)
Cc: [Gerard T. Cicero - Brown Rudnick LLP \(gcicero@brownrudnick.com\)](#); [Michael Zimmerman - Berry Riddell LLC \(mz@berryriddell.com\)](#); [Nicholas J. Zluticky - Stinson LLP \(nicholas.zluticky@stinson.com\)](#); [Matthew Dundon](#); [Adam Masin](#); [Trevor Carolan](#); [Aaron Kaufman](#); [Russell Perry \(Russell.Perry@ankura.com\)](#); [Yarbrough, Paul T.](#); [Sargent, Craig A.](#)
Subject: Re: Tehum - New Mexico Litigation
Date: Tuesday, March 25, 2025 7:43:01 PM

Yes, The debtor approves and consents to/for being stricken. No other parties' rights should be deemed affected in any way.

From: Mia Touchet <mia@touchetlaw.com>
Sent: Tuesday, March 25, 2025 7:44:35 PM
To: Jason S. Brookner <jbrookner@grayreed.com>
Cc: Gerard T. Cicero - Brown Rudnick LLP (gcicero@brownrudnick.com) <gcicero@brownrudnick.com>; Michael Zimmerman - Berry Riddell LLC (mz@berryriddell.com) <mz@berryriddell.com>; Nicholas J. Zluticky - Stinson LLP (nicholas.zluticky@stinson.com) <nicholas.zluticky@stinson.com>; Matthew Dundon <md@dundon.com>; Adam Masin <adam.masin@bowmanandbrooke.com>; Trevor Carolan <trevor.carolan@bowmanandbrooke.com>; Aaron Kaufman <akaufman@grayreed.com>; Russell Perry (Russell.Perry@ankura.com) <Russell.Perry@ankura.com>; Yarbrough, Paul T. <yarbroughp@hallevans.com>; Sargent, Craig A. <sargentc@hallevans.com>
Subject: [EXTERNAL] RE: Tehum - New Mexico Litigation

Thank you, Jason.

The only reference to Corizon Health, Inc. is in the signed Settlement Agreement that we have all seen. There is no judgment entered against Corizon Health, Inc. nor is there any pleading from which Corizon Health, Inc. needs to be removed. The Draft Settlement Agreement that was circulated to us by NM counsel included Corizon Health, Inc. as a Releasee. We very clearly know now that Corizon Health Inc.'s inclusion was in error. We are simply asking those same counsel to approve a strike through of Corizon Health Inc. as a releasee. Mr. Masin informed us that you were the only person authorized to make any decisions on Corizon Health's behalf, which is why we are asking.

We fully understand that striking through Corizon Health Inc. as a Releasee does not eliminate YesCare Corp., CHS TX, Inc. and CHNM's arguments that the payment obligations have been extinguished by the Plan. We spoke with Mr. Masin about that today and are clear on our clients' respective positions in that matter.

We are simply trying to eliminate one clear error, which was the inclusion of Corizon Health, Inc. in the Settlement Releasee and are hoping you can direct us to who has the authority to correct that error.

I apologize if my questions are a bit convoluted. Please let me know if I can clarify anything else. Thank you again.

Mia Touchet (*she/her*)
Touchet Law Firm, PC
111 Tulane Dr. SE
Albuquerque, NM 87106
Telephone: (505) 200-0590
Fax: (505) 717-2835
mia@touchetlaw.com

CONFIDENTIAL

The unauthorized disclosure or interception of e-mail is a federal crime. See 18 U.S.C. Sec. 2517(4). This e-mail is intended only for the use of those to whom it is addressed and may contain information which is privileged, confidential and exempt from disclosures under the law. If you have received this e-mail in error, do not distribute or copy it. Return it immediately to the sender with attachments, if any, and notify me by telephone.

From: Jason S. Brookner <jbrookner@grayreed.com>
Sent: Tuesday, March 25, 2025 6:32 PM
To: Mia Touchet <mia@touchetlaw.com>
Cc: Gerard T. Cicero - Brown Rudnick LLP (gcicero@brownrudnick.com) <gcicero@brownrudnick.com>; Michael Zimmerman - Berry Riddell LLC (mz@berryriddell.com) <mz@berryriddell.com>; Nicholas J. Zluticky - Stinson LLP (nicholas.zluticky@stinson.com) <nicholas.zluticky@stinson.com>; Matthew Dundon <md@dundon.com>; Adam Masin <adam.masin@bowmanandbrooke.com>; Trevor Carolan <trevor.carolan@bowmanandbrooke.com>; Aaron Kaufman <akaufman@grayreed.com>; Russell Perry (Russell.Perry@ankura.com) <Russell.Perry@ankura.com>; Yarbrough, Paul T. <yarbroughp@hallevans.com>; Sargent, Craig A. <sargentc@hallevans.com>
Subject: Re: Tehum - New Mexico Litigation

Hi, Mia. I am not sure that I completely understand the question.

As we have discussed, my firm represents Tehum Care Services fka Corizon Health Inc.

No one has authority to do anything for Tehum (Corizon) other than my firm, through Russell Perry, our chief restructuring officer.

There is nothing for us to actually "approve". As Judge Lopez made clear at the hearing the other day, The debtor simply needs to be removed from the state court pleadings/judgments/agreements.

From: Mia Touchet <mia@touchetlaw.com>
Sent: Tuesday, March 25, 2025 7:23 PM
To: Jason S. Brookner <jbrookner@grayreed.com>
Cc: Gerard T. Cicero - Brown Rudnick LLP (gcicero@brownrudnick.com)
<gcicero@brownrudnick.com>; Michael Zimmerman - Berry Riddell LLC
(mz@berryriddell.com) <mz@berryriddell.com>; Nicholas J. Zluticky - Stinson LLP
(nicholas.zluticky@stinson.com) <nicholas.zluticky@stinson.com>; Matthew Dundon
<md@dundon.com>; Adam Masin <adam.masin@bowmanandbrooke.com>; Trevor Carolan
<trevor.carolan@bowmanandbrooke.com>; Aaron Kaufman <akaufman@grayreed.com>;
Russell Perry (Russell.Perry@ankura.com) <Russell.Perry@ankura.com>; Yarbrough, Paul T.
<yarbroughp@hallevans.com>; Sargent, Craig A. <sargentc@hallevans.com>
Subject: [EXTERNAL] RE: Tehum - New Mexico Litigation

Thank you for your email, Mr. Brookner. We had a conversation with Mr. Masin today and were told that he did not have authority to carve out Corizon Health from the Settlement Agreement. We have reached out to NM counsel for CHNM and asked if they will reform the contract to remove Corizon Health as a Releasee, but they have not responded to our repeated inquiries. Would you have the authority to approve a carve out of Corizon Health as a Releasee?

Many thanks in advance.

Mia Touchet (*she/her*)
Touchet Law Firm, PC
111 Tulane Dr. SE
Albuquerque, NM 87106
Telephone: (505) 200-0590
Fax: (505) 717-2835
mia@touchetlaw.com

CONFIDENTIAL

The unauthorized disclosure or interception of e-mail is a federal crime. See 18 U.S.C. Sec. 2517(4). This e-mail is intended only for the use of those to whom it is addressed and may contain information which is privileged, confidential and exempt from disclosures under the law. If you have received this e-mail in error, do not distribute or copy it. Return it immediately to the sender with attachments, if any, and notify me by telephone.

From: Jason S. Brookner <jbrookner@grayreed.com>
Sent: Monday, March 24, 2025 2:23 PM
To: Mia Touchet <mia@touchetlaw.com>
Cc: Gerard T. Cicero - Brown Rudnick LLP (gcicero@brownrudnick.com)
<gcicero@brownrudnick.com>; Michael Zimmerman - Berry Riddell LLC (mz@berryriddell.com)
<mz@berryriddell.com>; Nicholas J. Zluticky - Stinson LLP (nicholas.zluticky@stinson.com)

nicholas.zluticky@stinson.com; Matthew Dundon md@dundon.com; Adam Masin adam.masin@bowmanandbrooke.com; Trevor Carolan trevor.carolan@bowmanandbrooke.com; Aaron Kaufman akaufman@grayreed.com; Russell Perry (Russell.Perry@ankura.com) Russell.Perry@ankura.com

Subject: Tehum - New Mexico Litigation

Ms. Touchet, we are reaching out per the Court's instruction at today's hearing.

Speaking for the Debtor, the TCC and the forthcoming PI/WD Trustee: at this time, as long as you carve out Corizon Health, Inc. (n/k/a Tehum, our chapter 11 debtor) the estate representatives have no further comment on the issue. Once Corizon is carved out, you and the other litigation parties in New Mexico have whatever rights you have and you can negotiate whatever you want, all subject to whatever rights may the various parties have that spring into existence upon the Effective Date of the Plan (which will hopefully be this week).

If you have any questions or desire a call, please let us know.

Jason S. Brookner

Partner

Tel [469.320.6132](tel:469.320.6132) | Fax [469.320.6894](tel:469.320.6894) | jbrookner@grayreed.com

Dallas Office: 1601 Elm St., Suite 4600 | Dallas, TX 75201

Houston Office: 1300 Post Oak Blvd., Suite 2000 | Houston, TX 77056

grayreed.com | [Connect with me on LinkedIn](#)



CONFIDENTIALITY NOTICE: This electronic transmission and any attachments constitute confidential information which is intended only for the named recipient(s) and may be legally privileged. If you have received this communication in error, please contact the sender immediately. Any disclosure, copying, distribution or the taking of any action concerning the contents of this communication by anyone other than the named recipient(s) is strictly prohibited.

RELEASE AND SETTLEMENT AGREEMENT

THIS RELEASE AND SETTLEMENT AGREEMENT (the "Agreement") is made this ____ day of February 2025, by and between VINCENT WARD, Personal Representative to the Wrongful Death Estate of LEON CASIQUITO, referred to herein as "Releasor", and CORIZON HEALTH NEW MEXICO, LLC; CHS TX, Inc.; ~~Corizon Health, Inc.~~; YesCare Corp.; and each of the Corizon and YesCare corporations, entities, companies, affiliated companies and subsidiaries; past or present insurers; agents; employees; attorneys; officers; owners; directors; shareholders; and successors collectively referred to herein as "Releasees."

VJW
3/29/25

Certain disputes and alleged claims have arisen between Releasor and Releasees for alleged injuries, damages, and losses surrounding Leon Casiquito's death on October 25, 2021, that occurred at the Bernalillo County Metropolitan Detention Center, as alleged in the Complaint filed in the Second Judicial District Court, County of Bernalillo, State of New Mexico, Case No. D-202-CV-2022-00473 (the 'Incident'). Releasor and Releasees desire to fully and finally resolve and settle the dispute between Releasor and Releasees surrounding the Incident and any and all claimed injuries, damages, and losses allegedly resulting from the Incident and all related disputes and differences between them without the admission of liability on the part of any party.

Releasor and Releasees agree as follows:

1. FOR THE SOLE CONSIDERATION of the Payment specified in Paragraph 5, Releasor does hereby release, acquit, and forever discharge Releasees from any and all actions, causes of actions, claims, or demands for injuries, damages, and losses in any way resulting from, related to, or growing out of the Incident, whether known at the present time or which may become known at any time in the future allegedly resulting from the Incident or that could have been the subject of Releasor's claims against Releasees.

2. Releasor expressly recognizes, acknowledges, and agrees that there may be future known and unknown risks, injuries, damages or losses, arising from the Incident which Releasor does not and cannot anticipate at this time. Releasor does, however, fully intend to release and does hereby release any claims for future known and unknown risks, injuries, damages, and losses against Releasees.

3. Releasor expressly agrees that the Payment he receives, as set forth in Paragraph 5, is meant to and does include full and complete payment for any and all expenses, including but not limited to, all claims, obligations, medical bills, liens, loans, and costs of any kind associated with his claims against Releasees. In exchange for the Payment, Releasor agrees to assume and discharge all outstanding expenses, including but not limited to, all claims, obligations, medical bills, liens, loans, and costs of any kind associated with his claims against Releasees. Releasor understands that he, and not the Releasees, will be responsible for complete payment and satisfaction, resolution, and discharge of any such expenses, obligations, liens, and claims, and that payment by Releasees under this Agreement is made conditioned on Releasor's representation that he has in fact satisfied or resolved all such expenses, obligations, liens, and claims. Releasor agrees to indemnify and hold Releasees harmless for any claims asserted against Releasees arising

out of any such expenses, obligations, liens, and claims. Releasor and Releasor's counsel agree to retain the full amount of any known expenses, obligations, liens, and claims, in Releasor's counsel's trust account with payments to be made directly from that trust account to those interests in full satisfaction before Releasor's counsel further releases the balance of these settlement funds to the Releasor. This Agreement contemplates that the Releasor will satisfy all outstanding liens that may be asserted against Releasees as a consequence of the Incident or this settlement. In the event that any medical provider, medical finance company, other lienholder, or any other claimant asserts a claim against Releasees as a consequence of the Incident or this settlement, Releasor agrees to defend, indemnify, and hold Releasees harmless from such claims, including, but not limited to, all attorneys' fees and costs associated with such claims.

4) The Parties have considered Medicare/Center for Medicare and Medicaid Services' ("CMS") interests. Releasor represents that Decedent was not a Medicare beneficiary and that there are no liens by Medicare, Medicaid, or other healthcare providers.

5) In consideration for this Agreement, Releasees agrees to pay Releasor Three Hundred Fifty Thousand 00/100 Dollars (\$350,000.00) (the 'Payment'), to be paid in full within 45 days of the date this Release and Settlement Agreement is fully executed, with the first of two payments paid within 30 days of the date this Release and Settlement Agreement is fully executed. This Payment constitutes good and valuable consideration to Releasor for this Agreement. Payments will be made by check and made payable to 'Rachel E. Higgins Attorney at Law IOLTA Trust.' Checks will be mailed to:

Rachel E. Higgins, Esq.
RACHEL HIGGINS, ATTORNEY AT LAW
111 Tulane Dr. SE
Albuquerque, NM 87106

- a) Should the Releasor not receive Payment by the payment date, Releasees shall be entitled to written notice of any default. Releasor's counsel shall give written notice by email to Releasees' counsel (Paul Yarbrough, yarbroughp@hallevans.com) and Releasees shall have five (5) calendar days from receipt of such notice to cure its default, prior to the exercise of any remedy provided herein.
- b) Should the Releasees fail to make payment, and fail to cure such default after proper notice, Releasor shall be entitled to entry of judgment against Defendant, Corizon of NM LLC, in the amount of the unpaid Payment, up to \$350,000.

6) The parties expressly understand and agree that this Payment is in full accord and satisfaction of any and all claims Releasor might have or will have against Releasees as a result of the Incident, and that this Payment is a compromise of a doubtful and disputed claim and is not to be considered in any way as an admission of liability on the part of the Releasees, but to the contrary, Releasees specifically deny liability for all claims allegedly suffered by Releasor.

7) As a further mutual consideration and inducement for this compromise settlement, Releasor and his attorneys further agree that neither they nor anyone else on their behalf will cause to

be made public, released or otherwise disclosed to any news media or to any other person not a party of the lawsuit referenced hereinabove, whether verbally, in writing, via social media, e-mail, text messaging or otherwise, any information about this settlement, including but not limited to, the terms of this Release, or the amount or any characterization of the settlement except as required or allowed by law. Releasor and Releasees acknowledge that the sole consideration for this confidentiality is the mutual promise of confidentiality and that no amount paid was for this confidentiality.

8). The Estate of Leon Casiquito will refrain from making or causing to be made any disparaging comments pertaining to Releasees in any public setting and to any persons not parties to this matter or their counsel. This non-disparagement agreement applies to any form of dissemination, including oral, written, or electronic and applies to any medium, including but not limited to the internet and any form of advertising.

9. Releasor's attorney agrees to file a stipulated motion to dismiss with prejudice, all claims against Releasees upon receipt of the Payment set forth above in paragraph 5.

10. The parties expressly understand and agree that the Payment made pursuant to this Agreement is in satisfaction of Releasor's alleged injuries resulting from claims, as defined in Section 104(a)(2) of the Internal Revenue Code of 1986, as amended. Releasor acknowledges that Releasees have made no representations concerning the tax consequences of this Agreement or the effect of this Agreement upon entitlement to government benefits of any kind. Releasor acknowledges that changes in applicable laws may occur at any time, and that Releasees have made no representations concerning any laws governing the dispersal or management of funds conveyed pursuant to this Agreement.

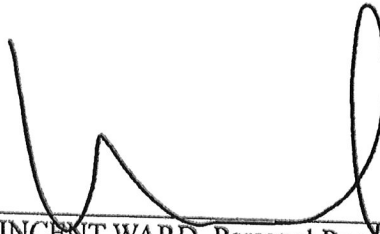
11. This Agreement shall be governed by, and shall be construed and interpreted in accordance with, the laws of the State of New Mexico.

12. Each party to this Agreement agrees to pay their own costs and attorney fees.

13. This Agreement embodies the entire understanding of the Releasor and Releasees and there are no further or other agreements or understandings, written or oral, in effect between Releasor and Releasees relating to the subject matter hereof. This Agreement shall be binding upon and inure to the benefit of the Executors, Administrators, Personal Representatives, heirs, or successors of each party. Releasor and Releasees cannot alter or modify this Agreement except by an instrument in writing executed by each of them.

14. It is specifically acknowledged; that Releasor has been represented by competent counsel in the negotiation and consummation of this compromise settlement, that Releasor has sought and received advice and explanation of this Agreement including the legal and tax consequences of the Agreement, that the terms of this Agreement have been completely read and explained to Releasor by counsel, and that Releasor understands all other factors involved in this compromise settlement prior to signing this Agreement.

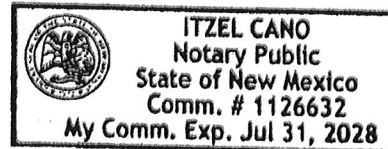
Dated this ____ day of February 2025.



VINCENT WARD, Personal Representative to
the Wrongful Death Estate of LEON
CASIQUITO

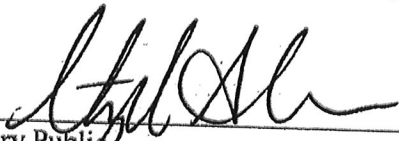
STATE OF New Mexico
COUNTY OF Bernalillo

)
) ss.
)



SUBSCRIBED AND SWORN to before me this 10th day of February, 2025, by
VINCENT WARD, Personal Representative to the Wrongful Death Estate of LEON CASIQUITO.

Witness my hand and official seal.



Notary Public

(SEAL)

My commission expires: July 31, 2028

Dated this 10th day of February, 2025.

APPROVED AND AGREED TO AS TO FORM:

By:


~~RACHEL HIGGINS~~, ATTORNEY AT LAW
Rachel E. Higgins, Esq.
111 Tulane Dr. SE
Albuquerque, NM 87106
Telephone: (505) 247-9339
Facsimile: (505) 246-2668
Email: rachel@rachelhigginslaw.com

- and -

TOUCHET LAW FIRM, P.C.
Maria E. Touchet, Esq.
111 Tulane Dr. SE
Albuquerque, NM 87106
Telephone: (505) 200-0590
Facsimile: (505) 717-2835
Email: mia@touchetlaw.com

- and -

LAW OFFICE OF KARI MORRISSEY
Kari T. Morrissey
1303 Rio Grande Blvd NW Ste 5
Albuquerque, NM 87104-2698
Phone: (505) 361-2138
Facsimile: (505) 214-5108
Email: ktm@morrisseylewis.com

COUNSEL FOR RELEASOR

APPROVED AND AGREED TO AS TO FORM:

By:

Craig A. Sargent
Paul Yarbrough
Hall & Evans, LLC
1001 Seventeenth Street, Suite 300
Denver, CO 80202

From: Mia Touchet
To: "Jennifer.White@bowmanandbrooke.com"; "adam.masin@bowmanandbrooke.com"; "yarbroughp@hallevans.com"; "sargentc@hallevans.com"; "Trevor.Carolan@bowmanandbrooke.com"
Cc: "Rachel Higgins"; "Kari Morrissey"; "Hillary Higgins"; Aleena Lopez; "Rob George"; "Carly Wallis"
Subject: RE: Casiquito Matter
Date: Monday, March 31, 2025 11:04:13 AM
Attachments: 0571_001.pdf

Counsel:

Attached please find the settlement agreement with a strike through for Corizon Health, Inc.

Please let us know if you have any questions or need anything further. Thank you.

Mia Touchet (*she/her*)
Touchet Law Firm, PC
111 Tulane Dr. SE
Albuquerque, NM 87106
Telephone: (505) 200-0590
Fax: (505) 717-2835
mia@touchetlaw.com

CONFIDENTIAL

The unauthorized disclosure or interception of e-mail is a federal crime. See 18 U.S.C. Sec. 2517(4). This e-mail is intended only for the use of those to whom it is addressed and may contain information which is privileged, confidential and exempt from disclosures under the law. If you have received this e-mail in error, do not distribute or copy it. Return it immediately to the sender with attachments, if any, and notify me by telephone.

From: Mia Touchet
Sent: Thursday, March 27, 2025 11:47 AM
To: 'Jennifer.White@bowmanandbrooke.com' <Jennifer.White@bowmanandbrooke.com>; 'adam.masin@bowmanandbrooke.com' <adam.masin@bowmanandbrooke.com>; 'yarbroughp@hallevans.com' <yarbroughp@hallevans.com>; 'sargentc@hallevans.com' <sargentc@hallevans.com>; 'Trevor.Carolan@bowmanandbrooke.com' <Trevor.Carolan@bowmanandbrooke.com>
Cc: 'Rachel Higgins' <rachel@rachelhigginslaw.com>; 'Kari Morrissey' <ktm@morrisseylewis.com>; 'Hillary Higgins' <hillary@rachelhigginslaw.com>; Aleena Lopez <aleena@touchetlaw.com>; Rob George <rob@lileswhite.com>; Carly Wallis <carly@lileswhite.com>
Subject: RE: Casiquito Matter

Counsel:

The attached will be filed today.

Mia Touchet (*she/her*)
Touchet Law Firm, PC

111 Tulane Dr. SE
Albuquerque, NM 87106
Telephone: (505) 200-0590
Fax: (505) 717-2835
mia@touchetlaw.com

CONFIDENTIAL

The unauthorized disclosure or interception of e-mail is a federal crime. See 18 U.S.C. Sec. 2517(4). This e-mail is intended only for the use of those to whom it is addressed and may contain information which is privileged, confidential and exempt from disclosures under the law. If you have received this e-mail in error, do not distribute or copy it. Return it immediately to the sender with attachments, if any, and notify me by telephone.