

**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.

**SUPPLEMENT TO MOTION FOR RELIEF FROM FINAL ORDER CONFIRMING
PLAN PURSUANT TO FED. R. BANKR. P. 9024 AND FED. R. CIV. P. 60(b)**

NOW COMES Deon Glenn, a party in interest, and states as follows:

The attached affidavit avers that counsel for Deon Glenn and Deon Glenn did not receive the solicitation package. Even if he did, those who received Opt-Out Release Forms but Notice of Non-Voting Status instead of ballots, created a procedurally defective consent process. Exhibit C parties receiving a Notice of Non-Voting Status instead of a ballot created fatal confusion about their rights and status in the bankruptcy proceeding. Unlike Exhibit A parties who received ballots clearly indicating their voting rights, Exhibit C parties received contradictory messages: an Opt-Out Release Form suggesting they could decline the release, but a Notice of Non-Voting Status suggesting they had no voice in the proceeding. This procedural confusion undermines the validity of any consent, as parties cannot make an informed decision when given conflicting information about their fundamental rights.

The procedural defects affecting Exhibit C parties may rise to the level of constitutional due process violations. In *Patterson v Mahwah Bergen Retail Group, Inc.*, 636 B.R. 641 (2022) the Eastern District of Virginia emphasized that notice and opt-out procedures for third-party releases must afford constitutional due process. The court held that notice and opt-out forms with



respect to third-party, non-debtor releases failed to afford due process when the procedures were inadequate to inform affected parties of their rights

Exhibit C parties received fundamentally inconsistent information about their status and rights. The Notice of Non-Voting Status could reasonably be interpreted as indicating that these parties had no say in the bankruptcy proceeding, potentially discouraging them from exercising their opt-out rights. This creates a due process concern because parties may have refrained from opting out based on the belief that they lacked standing or authority to do so.

The bankruptcy court's own order establishes the procedural requirements for valid consensual third-party releases. The court stated that the Southern District of Texas Complex Case Procedures require a creditor to receive a notice that provides a box to check to indicate assent or opposition to proposed consensual third-party releases in a chapter 11 plan and that the Solicitation Order followed the Complex Case Procedures and required parties asked for a consensual third-party release to receive a Court approved Opt-Out Release.

Finally, *Harrington v. Purdue Pharma L. P.*, 603 U.S. 204 (2024) fundamentally altered the landscape for third-party releases in bankruptcy by holding that the bankruptcy code does not authorize a release and injunction that, as part of a plan of reorganization under Chapter 11, effectively seeks to discharge claims against a non-debtor without the consent of affected claimants. The Court emphasized that creditors must affirmatively express consent to the release to be bound by it.

The *In re Spirit Airlines, Inc.*, 668 B.R. 689 (2025) court recognized this concern, noting that it is preferable to offer creditors a separate and distinct opportunity to opt out of a third-party release contained in a plan regardless of how that creditor voted on the plan. The Spirit Airlines court emphasized the importance of clear, unambiguous consent mechanisms for third-party

releases. *In re Spirit Airlines, Inc.*, 668 B.R. 689 (2025). The mixed messages sent to Exhibit C parties fail this clarity standard.

Deon Glenn, based on the above, should not be enjoined for continuing the underlying case.

Respectfully submitted,

Law Office of Daniel Randazzo

/s/Daniel Randazzo

DANIEL RANDAZZO (P39935)

Attorney for Deon Glenn

2731 S. Adams Rd., Ste. 100

Rochester Hills, MI 48309

248-853-1003

Dated: September 24, 2025

CERTIFICATE OF SERVICE

I do hereby certify that on the 24th day of September, 2025, a true and correct copy of the foregoing was electronically filed with the Clerk of Court and served using the CM/ECF system.

/s/Daniel Randazzo

DANIEL RANDAZZO

Exhibit A

**LAW OFFICE OF
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Ryan P. Dobson
Partner

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AFFIDAVIT OF ATTORNEY DANIEL RANDAZZO

Daniel Randazzo, being sworn, says:

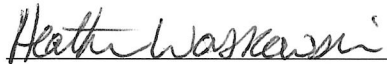
1. The underlying case, 2:22-cv-10883, was filed by Deon Glenn, pro se, on April 19, 2022.
2. The instant bankruptcy was filed on February 16, 2023.
3. The defendant in the underlying case, Terry Massey, was a former debtor employee.
4. Terry Massey was represented by Ronald Chapman in that case but withdrew due to a conflict of interest once bankruptcy was filed.
5. New counsel substituted for Terry Massey on May 15, 2023.
6. I filed my appearance in the underlying case for Deon Glenn on May 19, 2023.
7. Since May 19, 2023, I have never received any notices or documents from debtors' counsel regarding Deon Glenn's pending case.
8. Correspondence with my client makes it clear that he never received any documents related to the debtor's bankruptcy, in particular the solicitation package.
9. Had he received any documents related to the debtor, he would have contacted me; but he did not.
10. I am seeking the legal mail log from the prison but have not received that log as yet.


DANIEL RANDAZZO

This certificate is attached to the Affidavit of Attorney Daniel Randazzo, dated September 24, 2025.

STATE OF MICHIGAN)
OAKLAND COUNTY)

Subscribed and sworn to before me by Daniel Randazzo on September 24, 2025.



Heather Waskowski, Notary public,
State of Michigan, County of Oakland.
My commission expires 07/21/2029.

HEATHER WASKOWSKI Notary Public, State of Michigan County of Oakland My Commission Expires Jul. 21, 2029 Acting in the County of <i>Oakland</i>
