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Feb 03 2025

LAW OFFICES

COPELAND, STAIR, VALZ & LOVELL, LLP

SC Court of Appeals

KRISTEN K. THOMPSON
NELSON POST

DIRECT DIAL NUMBERS
(843) 329-8357
(843) 329-8210

E-MAIL ADDRESSES
kthompson@csvl.law
npost@csvl.law

40 Calhoun Street, Suite 400
CHARLESTON, SC 29401

TELEPHONE (843) 727-0307
FAX (843) 727-2995

www.csvl.law

ATLANTA OFFICE

191 Peachtree Street, N.E.
Suite 3600
Atlanta, Georgia 30303-1740
(404) 522-8220

REPLY TO SC OFFICE

February 3, 2025

Jenny Abbott Kitchings, Clerk
South Carolina Court of Appeals
P.O. Box 11629
Columbia, SC 29211

RE: Anthony Shane Martin, Appellant, v. South Carolina Department of Mental Health and Wellpath/Correct Care, Respondents [Anthony-Shane Martin v. South Carolina Department of Mental Health (S.C.D.M.H.); Kelly Gothard Facility Administrator for (S.C.D.M.H.), et. al; Wellpath/Correct Care (WP CC); Eric Lawrence Facility Administrator for WP/CC, et. al.; Jane and John Doe Psychiatrist/Psychologist, et. al.]
Civil Case No.: 2023-CP-46-01873
Appellate Case No.: 2025-000014
CSVL File No.: 4679-66063

Dear Ms. Kitchings:

This matter was dismissed with prejudice by the Honorable Daniel D. Hall, with an Order signed August 6, 2024. Following that dismissal, Wellpath, LLC filed for Bankruptcy in the United States Bankruptcy Court for the Southern District of Texas Houston Division. As this matter was dismissed, a Stipulation of Bankruptcy was not filed in the York County Court of Common Pleas. However, in light of the Court of Appeal's communication received January 27, 2025, Wellpath, LLC has filed by way of registered mail the Stipulation in order to ensure the Court is aware of the current stay, although Wellpath, LLC believes this matter to have been properly dismissed by previous Order.

Enclosed, please find *Defendant Wellpath/Correct Care (WP CC); Eric Lawrence Facility Administrator for WP/CC, et. al.; Jane and John Doe Psychiatrist/Psychologist, et. al.'s Stipulation of Bankruptcy* pursuant to the underlying matter. By copy of this letter, we are providing *pro se* Plaintiff a copy of the enclosed Stipulation of Bankruptcy, as well as all counsel of record, and advising of our communication with this Court. Please let us know if anything further is required at this time.

[Signature Page to Follow]

Sincerely,

s/Kristen K. Thompson

KRISTEN K. THOMPSON
NELSON POST

KKT:as

Enclosures

cc: Anthony-Shane Martin
c/o Wellpath
4546 Broad River Road
Columbia, SC 29210

LAW OFFICES
COPELAND, STAIR, VALZ & LOVELL, LLP

**KRISTEN K. THOMPSON
NELSON POST**

DIRECT DIAL NUMBERS
(843) 329-8357
(843) 329-8210

E-MAIL ADDRESSES
kthompson@csvg.law
npost@csvg.law

**40 Calhoun Street, Suite 400
CHARLESTON, SC 29401**

**TELEPHONE (843) 727-0307
FAX (843) 727-2995**

www.csvl.law

ATLANTA OFFICE

191 Peachtree Street, N.E.
Suite 3600
Atlanta, Georgia 30303-1740
(404) 522-8220

REPLY TO SC OFFICE

February 3, 2025

The Honorable Angie Bryant
Attn: Civil Division
P.O. Box 649
York, SC 29745

RE: Anthony-Shane Martin v. South Carolina Department of Mental Health (S.C.D.M.H.);
Kelly Gothard Facility Administrator for (S.C.D.M.H.), et. al; Wellpath/Correct Care
(WP CC); Eric Lawrence Facility Administrator for WP/CC, et. al.; Jane and John Doe
Psychiatrist/Psycologist, et. al.
Case No.: 2023-CP-46-01873
CSVL File No.: 4679-66063

Dear Ms. Bryant:

Enclosed for filing, please find Defendant Wellpath/Correct Care (WP CC); Eric Lawrence Facility Administrator for WP/CC, et. al.; Jane and John Doe Psychiatrist/Psycologist, et. al.'s *Stipulation of Bankruptcy* in the above referenced case. An additional copy is enclosed, and we ask that you return a file-stamped copy of the Stipulation to me, in the enclosed, self-addressed, stamped envelope. By copy of this letter, we are providing *pro se* Plaintiff a copy of the enclosed Stipulation. Please let us know if you have any questions or concerns.

Sincerely,

s/Kristen K. Thompson

KRISTEN K. THOMPSON
NELSON POST

KKT:as

Enclosures

cc: Anthony-Shane Martin
c/o Wellpath
4546 Broad River Road
Columbia, SC 29210

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	SECOND JUDICIAL CIRCUIT
COUNTY OF YORK)	CASE NO.: 2023-CP-46-01873
)	
Anthony-Shane Martin,)	
)	
Plaintiff,)	
)	
vs.)	
)	
South Carolina Department of Mental Health)	
(S.C.D.M.H.); Kelly Gothard Facility)	
Administrator for (S.C.D.M.H.), et. al;)	
Wellpath/Correct Care (WP CC); Eric)	
Lawrence Facility Administrator for WP/CC,)	
et. al.; Jane and John Doe)	
Psyciatrist/Psychologist, et. al.,)	
)	
Defendants.)	
)	

SUGGESTION OF BANKRUPTCY AND NOTICE OF STAY

NOW COMES, Wellpath, LLC (the “Debtor”), a defendant in the above-captioned proceeding, files this *Suggestion of Bankruptcy and Notice of Stay* and would respectfully show the Court the following:

1. On November 11, 2024, the Debtor filed a *Voluntary Petition for Non-Individuals Filing Bankruptcy* (the “Voluntary Petition”) for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of Texas (Houston Division) (the “Bankruptcy Court”), commencing Case No. 24-90533-(ARP). A copy of the Voluntary Petition is attached hereto as **Exhibit A**.
2. Pursuant to section 362 of the Bankruptcy Code, the filing of the Voluntary Petition operates as a stay of:
 - a. “[T]he commencement or continuation, including the issuance or employment of process, of a judicial, administrative, or other action or proceeding against the

- [D]ebtor that was or could have been commenced before the commencement of the case under this title, or to recover a claim against the [D]ebtor that arose before the commencement of the case under this title;
- b. [T]he enforcement, against the [D]ebtor or against property of the estate, of a judgment obtained before the commencement of the case under this title;
 - c. [A]ny act to obtain possession of property of the estate or of property from the estate or to exercise control over property of the estate;
 - d. [A]ny act to create, perfect, or enforce any lien against property of the estate;
 - e. [A]ny act to create, perfect, or enforce against property of the [D]ebtor any lien to the extent that such lien secures a claim that arose before the commencement of the case under this title;
 - f. [A]ny act to collect, assess, or recover a claim against the [D]ebtor that arose before the commencement of the case under this title;
 - g. [T]he setoff of any debt owing to the [D]ebtor that arose before the commencement of the case under this title against any claim against the [D]ebtor; and
 - h. [T]he commencement or continuation of a proceeding before the United States Tax Court concerning a tax liability of a debtor that is a corporation for a taxable period the bankruptcy court may determine or concerning the tax liability of a debtor who is an individual for a taxable period ending before the date of the order for relief under this title.”

11 U.S.C. § 362(a).

3. On November 12, 2024, the Bankruptcy Court entered an *Amended Interim Order Enforcing the Automatic Stay* [Docket No. 69] (the “Stay Order”), pursuant to which the above-captioned proceeding, among other lawsuits filed as of the Petition Date in which a Debtor is

named as one of the defendants therein, is stayed in its entirety, including the Plaintiff's claims against the non-Debtor defendants, on an interim basis pursuant to section 362 of the Bankruptcy Code. A copy of the Stay Order is attached hereto as **Exhibit B**.

4. On January 14, 2025, the Bankruptcy Court entered a *Stipulated and Agreed Amended Order (I) Enforcing the Automatic Stay on a Final Basis with Respect to Certain Actions, (II) Enforcing the Automatic Stay on an Interim Basis with Respect to Certain Actions, (III) Extending the Automatic Stay on an Interim Basis with Respect to Certain Actions against Non-Debtors, (IV) Setting a Final Hearing for the Interim Relief Granted Herein, and (V) Granting Related Relief* [Docket No. 962] (the "**Amended Order**"). A copy of the Amended Order is attached hereto as **Exhibit C**.

5. As a result of the operation of the automatic stay, all parties are stayed from any further continuation of these proceedings until such time as the Bankruptcy Court may order otherwise.

6. The automatic stay has not been lifted or otherwise modified; the automatic stay referenced above remains in effect.

7. The Debtor reserves its right to bring an action in the Bankruptcy Court for any violation of the automatic stay.

WHEREFORE, PREMISES CONSIDERED, the Debtor prays that this Court take notice of the automatic stay and that further action be stayed and for such other and further relief as to which it may be justly entitled.

[SIGNATURE PAGE TO FOLLOW]

This 3rd day of February 2025.

Respectfully submitted,

COPELAND, STAIR, VALZ & LOVELL, LLP

By: s/  for Kristen Thompson

KRISTEN K. THOMPSON

State Bar No.: 100659

NELSON POST

State Bar No.: 106080

Attorneys for Wellpath, LLC

40 Calhoun Street, Suite 400

Charleston, SC 29401

kthompson@cslv.law

npost@cslv.law

Ph: (843) 727-0307

**EXHIBIT
A**

Fill in this information to identify your case:

United States Bankruptcy Court for the:

SOUTHERN DISTRICT OF TEXAS

Case number (if known) _____ Chapter 11

Check if this an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

06/22

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. Debtor's name Wellpath Holdings, Inc.

2. All other names debtor used in the last 8 years
 Include any assumed names, trade names and doing business as names
FKA CCS-CMGC Holdings, Inc.

3. Debtor's federal Employer Identification Number (EIN) 83-1316669

4. Debtor's address	Principal place of business	Mailing address, if different from principal place of business
	<u>3340 Perimeter Drive</u> <u>Nashville, TN 37211</u> Number, Street, City, State & ZIP Code	_____
	<u>Davidson</u> County	Location of principal assets, if different from principal place of business

		Number, Street, City, State & ZIP Code

5. Debtor's website (URL) https://wellpathcare.com/

6. Type of debtor

Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))

Partnership (excluding LLP)

Other. Specify: _____

Debtor Wellpath Holdings, Inc. Case number (if known) _____
Name

7. Describe debtor's business

A. Check one:

- Health Care Business (as defined in 11 U.S.C. § 101(27A))
- Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- Railroad (as defined in 11 U.S.C. § 101(44))
- Stockbroker (as defined in 11 U.S.C. § 101(53A))
- Commodity Broker (as defined in 11 U.S.C. § 101(6))
- Clearing Bank (as defined in 11 U.S.C. § 781(3))
- None of the above

B. Check all that apply

- Tax-exempt entity (as described in 26 U.S.C. §501)
- Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. §80a-3)
- Investment advisor (as defined in 15 U.S.C. §80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes>.

5511

8. Under which chapter of the Bankruptcy Code is the debtor filing?

Check one:

- Chapter 7
- Chapter 9

Chapter 11. Check all that apply:

A debtor who is a "small business debtor" must check the first sub-box. A debtor as defined in § 1182(1) who elects to proceed under subchapter V of chapter 11 (whether or not the debtor is a "small business debtor") must check the second sub-box.

- The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$3,024,725. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- The debtor is a debtor as defined in 11 U.S.C. § 1182(1), its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$7,500,000, **and it chooses to proceed under Subchapter V of Chapter 11.** If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return, or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- A plan is being filed with this petition.
- Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
- The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
- The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.

Chapter 12

9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?

- No.
- Yes.

If more than 2 cases, attach a separate list.

District _____	When _____	Case number _____
District _____	When _____	Case number _____

Debtor Wellpath Holdings, Inc. Case number (if known) _____
Name

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor? No Yes.

List all cases. If more than 1, attach a separate list

Debtor See Rider 1 Relationship _____
 District Southern District of Texas When _____ Case number, if known _____
Affiliate

11. Why is the case filed in this district? *Check all that apply:*
 Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
 A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention? No Yes.
 Answer below for each property that needs immediate attention. Attach additional sheets if needed.
Why does the property need immediate attention? (*Check all that apply.*)
 It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.
 What is the hazard? _____
 It needs to be physically secured or protected from the weather.
 It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).
 Other _____
Where is the property? _____
 Number, Street, City, State & ZIP Code
Is the property insured?
 No
 Yes. Insurance agency _____
 Contact name _____
 Phone _____

Statistical and administrative information

13. Debtor's estimation of available funds *Check one:*
 Funds will be available for distribution to unsecured creditors.
 After any administrative expenses are paid, no funds will be available to unsecured creditors.

14. Estimated number of creditors 1-49 1,000-5,000 25,001-50,000
 50-99 5001-10,000 50,001-100,000
 (Consolidated for all Debtors) 100-199 10,001-25,000 More than 100,000
 200-999

15. Estimated Assets \$0 - \$50,000 \$1,000,001 - \$10 million \$500,000,001 - \$1 billion
 (Consolidated for all Debtors) \$50,001 - \$100,000 \$10,000,001 - \$50 million \$1,000,000,001 - \$10 billion
 \$100,001 - \$500,000 \$50,000,001 - \$100 million \$10,000,000,001 - \$50 billion
 \$500,001 - \$1 million \$100,000,001 - \$500 million More than \$50 billion

Debtor Wellpath Holdings, Inc. Case number (if known) _____
Name

- 16. Estimated liabilities**
- (Consolidated for all Debtors)
- | | | |
|--|--|--|
| <input type="checkbox"/> \$0 - \$50,000 | <input type="checkbox"/> \$1,000,001 - \$10 million | <input type="checkbox"/> \$500,000,001 - \$1 billion |
| <input type="checkbox"/> \$50,001 - \$100,000 | <input type="checkbox"/> \$10,000,001 - \$50 million | <input checked="" type="checkbox"/> \$1,000,000,001 - \$10 billion |
| <input type="checkbox"/> \$100,001 - \$500,000 | <input type="checkbox"/> \$50,000,001 - \$100 million | <input type="checkbox"/> \$10,000,000,001 - \$50 billion |
| <input type="checkbox"/> \$500,001 - \$1 million | <input type="checkbox"/> \$100,000,001 - \$500 million | <input type="checkbox"/> More than \$50 billion |
-

Debtor Wellpath Holdings, Inc. Case number (if known) _____
Name

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.
 I have been authorized to file this petition on behalf of the debtor.
 I have examined the information in this petition and have a reasonable belief that the information is true and correct.
 I declare under penalty of perjury that the foregoing is true and correct.

Executed on November 11, 2024
MM / DD / YYYY

/s/ Timothy Dragelin
Signature of authorized representative of debtor

 Title Chief Restructuring Officer and Chief Financial Officer

Timothy Dragelin
Printed name

18. Signature of attorney

/s/ Marcus A. Helt
Signature of attorney for debtor

Date November 11, 2024
MM / DD / YYYY

Marcus A. Helt
Printed name

McDermott Will & Emery LLP
Firm name

2501 North Harwood Street
 Suite 1900
 Dallas, TX 75201
Number, Street, City, State & ZIP Code

Contact phone (214) 295-8000 Email address mhelt@mwe.com

24052187 TX
Bar number and State

Rider 1 to Voluntary Petition

On the date hereof, each of the affiliated entities listed below, including the debtor in this chapter 11 case (collectively, the “Debtors”), has filed or will file a petition for relief in the United States Bankruptcy Court for the Southern District of Texas Houston Division under chapter 11 of title 11 of the United States Code. The Debtors have, substantially contemporaneously herewith, moved for joint administration of these cases for procedural purposes only under the case number assigned to the chapter 11 case of Debtor Wellpath Holdings, Inc.

Debtor Name	EIN Number
Wellpath Holdings, Inc.	83-1316669
901 45th Street West Palm Beach Florida Behavioral Health Hospital Company, LLC	86-3223831
Alpine CA Behavioral Health HoldCo, LLC	87-3896299
Behavioral Health Management Systems, LLC	83-4002952
Boynton Beach Florida Behavioral Health Hospital Company, LLC	86-3410154
CCS-CMGC Intermediate Holdings, Inc.	83-1387234
CCS-CMGC Intermediate Holdings 2, Inc.	83-1435061
CCS-CMGC Parent GP, LLC	83-1387234
CCS-CMGC Parent Holdings, LP	83-1459251
CHC Companies, LLC	20-5114318
Conmed Healthcare Management, LLC	42-1297992
Correct Care Holdings, LLC	46-1501406
Correct Care of South Carolina, LLC	63-1166611
Correctional Healthcare Companies, LLC	27-1813172
Correctional Healthcare Holding Company, LLC	46-1580164
Harborview Center, LLC	83-3654233
HCS Correctional Management, LLC	30-0999604
Healthcare Professionals, LLC	35-2416196
Jessamine Healthcare, LLC	90-0580757
Justice Served Health Holdings, LLC	93-3605284
Missouri JSH Holdco, LLC	99-2272235
Missouri JDH Manager, Inc.	99-2292676
Perimeter Hill RPA, LLC	93-2014061
Physicians Network Association, Inc.	75-2450559
Wellpath CFMG, Inc.	46-1363407
Wellpath Community Care Centers of Virginia, LLC	86-3398769
Wellpath Community Care Holdings, LLC	87-4304235
Wellpath Community Care Management, LLC	87-4329332
Wellpath Education, LLC	30-0100814
Wellpath Group Holdings, LLC	27-3482253
Wellpath Hospital Holding Company, LLC	86-3177119
Wellpath LLC	32-0092573
Wellpath Management, Inc.	46-1365058

Wellpath Recovery Solutions, LLC	65-0749307
Wellpath SF Holdco, LLC	99-2418460
WHC, LLC	88-2673631
WPMed, LLC	52-1530272
Zenova Management, LLC	93-4088609
Zenova Telehealth, LLC	93-4088427

**Omnibus Action by Written Consent in Lieu of a Meeting
of the Entities listed on Schedule A**

November 11, 2024

The undersigned being (i) the members of the Special Committee (as defined below), boards of directors or the boards of managers authorized to authorize to execute this consent or (ii) the sole member, as applicable (in each case, a “Governing Body” and, collectively, the “Governing Bodies”), of all of the entities listed on Schedule A (each, a “Company” and, collectively, the “Companies”), hereby consent, in accordance with the organizational documents of each Company and applicable state laws, to the following actions and adopt the following resolutions with respect to each Company in lieu of a meeting effective as of the date hereof. For the avoidance of doubt, each Governing Body is adopting these resolutions as to its respective Company.

Chapter 11 Filing

WHEREAS, each Governing Body has considered presentations by the management and the financial and legal advisors of each of the Companies regarding the liabilities and liquidity situation of each of the Companies, the strategic alternatives available to it, and the effect of the foregoing on each Company’s business;

WHEREAS, each Governing Body has had the opportunity to consult with the management and the financial and legal advisors of the Companies and fully consider each of the strategic alternatives available to the Companies;

WHEREAS, each Governing Body has been briefed on the proposed voluntary bankruptcy petition to be filed by each respective Company, and have received, reviewed, and considered the recommendations of, and the materials presented by, the management the financial and legal advisors of the Companies regarding the relative risks and benefits of pursuing cases under the provisions of chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) and the preparation materials provided by the financial and legal advisors, and each Governing Body recommends the adoption of these resolutions;

WHEREAS, the Governing Body of CCS-CMGC Intermediate Holdings 2, Inc., a Delaware corporation (“Holdings 2”), previously established a special committee (the “Special Committee”), adopted that certain Special Committee Charter (the “Special Committee Charter”), and delegated to the Special Committee certain duties, powers, and authority as described in such Special Committee Charter;

WHEREAS, the Special Committee has recommended to the Governing Body of Holdings 2 that the Governing Body of Holdings 2 approve, adopt and ratify the Chapter 11 filing resolutions set forth herein; and

NOW, THEREFORE, BE IT RESOLVED, that in the business judgment of each Governing Body, it is desirable and in the best interests of each Company (including a consideration of its creditors and other parties in interest) that each Company shall be, and hereby is, authorized to file, or cause to be filed, a voluntary petition for relief (each a “Chapter 11 Case” and, collectively,

the “Chapter 11 Cases”) under the provisions of chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Court”) and any other petition for relief or recognition or other order that may be desirable under applicable law in the United States;

FURTHER RESOLVED, that the Chief Executive Officer, any Vice President, any Assistant Vice President, any Chief Financial Officer, any Treasurer, any Chief Legal Officer, any Secretary or Assistant Secretary, any Manager, any Director, or any other duly appointed officer or other person acting at the direction of the foregoing officers of each Company (collectively, the “Authorized Signatories”), acting alone or with one or more other Authorized Signatories be, and they hereby are, authorized, empowered, and directed to execute and file on behalf of each Company all petitions, schedules, lists, and other motions, papers, or documents, and to take any and all actions that they deem necessary, proper or convenient to obtain such relief, including any action necessary to maintain the ordinary course operation of each Company’s business; and

FURTHER RESOLVED, that each Authorized Signatory is authorized, empowered, and directed to (a) execute and file in the name and on behalf of the applicable Company, and under its corporate seal or otherwise, all plans, petitions, schedules, statements, motions, lists, applications, pleadings, orders, and other documents in the Bankruptcy Court, (b) employ and retain all assistance by legal counsel, accountants, financial advisors, investment bankers, and other professionals, and (c) take and perform any and all further acts and deeds that such Authorized Signatory, who may act without the joinder of any other Authorized Signatory, deems necessary, proper, or desirable in connection with the Chapter 11 Cases, including (i) negotiating, executing, delivering, and performing under any and all documents, agreements, certificates, and instruments in connection with the transactions and professional retentions set forth in this resolution, (ii) appearing as necessary at all bankruptcy proceedings in the Bankruptcy Court on behalf of the Companies, and (iii) paying all such expenses where necessary or appropriate in order to carry out fully the intent and accomplish the purposes of the resolutions adopted herein; and

FURTHER RESOLVED, that all acts and deeds previously performed by any of the Authorized Signatories or officers of any of the Companies prior to the adoption of the foregoing recitals and resolutions that are within the authority conferred by the foregoing recitals and resolutions, are hereby ratified, confirmed, and approved in all respects as the authorized acts and deeds of the Companies.

RESOLVED FURTHER, that pursuant to the Special Committee's Charter, the Special Committee shall negotiate, make, consider, review, evaluate, approve, authorize, execute, and consummate, if appropriate, certain strategic and/or financial alternatives available to the Companies and their respective businesses, assets, and properties, including, without limitation, a sale, merger, consolidation, restructuring, reorganization, recapitalization, liquidation, or other transaction or related financing or refinancing involving the Companies and/or one or more of its subsidiaries, whether by filing a voluntary petition for relief under the Bankruptcy Code or otherwise; without the need for further review, approval, or consent from the Holdings 2 board of managers.

Retention of Professionals

WHEREAS, each Governing Body has considered presentations by the financial and legal

advisors of each Company regarding the retention of such financial and legal advisors by each Company.

NOW, THEREFORE, BE IT RESOLVED, that each of the Authorized Signatories be, and hereby is, authorized, empowered and directed to employ the law firm of McDermott Will & Emery LLP (“McDermott”) as general bankruptcy counsel to represent and assist each Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance each Company’s rights and obligations, including filing any motions, objections, replies, applications, or pleadings; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized, empowered and directed to execute appropriate retention agreements, pay appropriate retainers and fees, and cause to be filed an appropriate application for authority to retain the services of McDermott;

FURTHER RESOLVED, that each of the Authorized Signatories be, and hereby is, authorized, empowered and directed to employ the firm of FTI Consulting, Inc. (“FTI”) as financial advisors and to (a) provide Timothy J. Dragelin, as Chief Financial Officer and Chief Restructuring Officer of the Companies, (b) additional personnel and restructuring services to each Company in carrying out its duties under the Bankruptcy Code, and (c) take any and all actions to advance each of the Company’s rights and obligations; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized, empowered, and directed to execute appropriate retention agreements, pay appropriate retainers and fees, and cause to be filed an appropriate application for authority to retain the services of FTI;

FURTHER RESOLVED, that each of the Authorized Signatories be, and hereby is, authorized, empowered and directed to employ the firm of Lazard Frères & Co. LLC (“Lazard”) as investment banker to (a) represent and assist each Company in carrying out its duties under the Bankruptcy Code and (b) take any and all actions to advance each Company’s rights and obligations; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized, empowered, and directed to execute appropriate retention agreements, pay appropriate retainers and fees, and cause to be filed an appropriate application for authority to retain the services of Lazard;

FURTHER RESOLVED, that each of the Authorized Signatories be, and hereby is, authorized, empowered and directed to employ the firm of MTS Partners, LP (“MTS”) as investment banker to (a) represent and assist each Company in carrying out its duties under the Bankruptcy Code and (b) take any and all actions to advance each Company’s rights and obligations; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized, empowered, and directed to execute appropriate retention agreements, pay appropriate retainers and fees, and cause to be filed an appropriate application for authority to retain the services of MTS;

FURTHER RESOLVED, that each of the Authorized Signatories be, and hereby is, authorized, empowered and directed to employ the firm of Epiq Corporate Restructuring, LLC (“Epiq”) as claims, noticing, solicitation, and administrative agent to (a) represent and assist each Company in carrying out its duties under the Bankruptcy Code and (b) take any and all actions to advance each Company’s rights and obligations; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized, empowered, and directed

to execute appropriate retention agreements, pay appropriate retainers and fees, and cause to be filed appropriate applications for authority to retain the services of Epiq;

FURTHER RESOLVED, that each of the Authorized Signatories be, and hereby is, authorized, empowered, and directed to employ any other legal counsel, accountants, financial advisors, restructuring advisors, or any other professionals to assist each Company in carrying out its duties and responsibilities and exercising their respective rights under the Bankruptcy Code; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized, empowered and directed to execute appropriate retention agreements, pay appropriate retainers and fees, and to cause to be filed an appropriate application for authority to retain the services of any other professionals as necessary, proper or convenient; and

FURTHER RESOLVED, that each of the Authorized Signatories be, and hereby is, with the power of delegation, authorized, empowered, and directed to execute and file all petitions, schedules, motions, lists, applications, pleadings, and other papers, and, in connection therewith, to employ and retain all assistance by legal counsel, accountants, financial advisors, and other professionals and to take and perform any and all further acts and deeds that each of the Authorized Signatories deem necessary, proper, or desirable in connection with each Company's Chapter 11 Case, with a view to the successful prosecution of such case.

Cash Collateral, Debtor-in-Possession Financing, and Adequate Protection

WHEREAS, each Governing Body has reviewed and considered presentations by the legal and financial advisors regarding the need for financing to fund the Chapter 11 Cases and the postpetition credit facility (the "DIP Financing"), memorialized by in the DIP Loan Documents (as defined below);

NOW, THEREFORE, BE IT RESOLVED, that each Company will obtain benefits from (a) the use of collateral, including cash collateral, as that term is defined in section 363(a) of the Bankruptcy Code (the "Cash Collateral"), which may be security for certain prepetition secured lenders under (i) that certain First Lien Credit Agreement, dated as of October 1, 2018 (as may be amended, restated, amended and restated, modified, or supplemented from time to time, the "Prepetition First Lien Credit Agreement"), by and among Wellpath Holdings, Inc. (f/k/a CCS CMGC Holdings, Inc.), as borrower, CCS-CMGC Intermediate Holdings, Inc., as holdings, the other Credit Parties (as defined in the Prepetition First Lien Credit Agreement) from time to time party thereto as guarantors, the lenders from time to time party thereto (the "Prepetition First Lien Lenders"), and UBS AG Stamford Branch (as successor to Credit Suisse AG, Cayman Islands Branch), as administrative agent and collateral agent for the Prepetition First Lien Lenders (the "Prepetition First Lien Agent") and (ii) Second Lien Credit Agreement, dated as of October 1, 2018 (as may be amended, restated, amended and restated, modified or supplemented from time to time, the "Prepetition Second Lien Credit Agreement"), by and among Wellpath Holdings, Inc. (f/k/a CCS CMGC Holdings, Inc.), as borrower, CCS-CMGC Intermediate Holdings, Inc., as holdings, the other Credit Parties (as defined in the Prepetition Second Lien Credit Agreement) party thereto as guarantors, the lenders party thereto from time to time (the "Prepetition Second Lien Lenders"), and UBS AG Stamford Branch (as successor to Credit Suisse AG, Cayman Islands Branch), as administrative agent and collateral agent for the Prepetition Second Lien Lenders (the "Prepetition Second Lien Agent," and together with the Prepetition First Lien Agent,

the “Prepetition Agents”) and (b) the incurrence of debtor-in-possession financing obligations pursuant to the terms of that certain Debtor-in-Possession Credit Agreement, dated as of the date hereof (together with any and all exhibits, schedules, and annexes thereto, the “DIP Loan Documents”), by and among, each Company party thereto as a borrower or guarantor, as applicable, the lenders party thereto from time to time (the “DIP Lenders”) and the agent(s) thereto (the “DIP Agents,” and, together with the Prepetition Agents, the “Agents”), providing for (i) a senior secured postpetition new money term loan credit facility on a superpriority basis and (b) a roll-up of certain outstanding Term Loans under the Prepetition First Lien Credit Agreement (collectively, the “DIP Facility”);

FURTHER RESOLVED, that in order to use and obtain the benefits of (a) the DIP Financing and (b) the use of Cash Collateral, and in accordance with section 363 of the Bankruptcy Code, each Company will provide certain liens, claims, and adequate protection to the Prepetition Secured Lenders and to the DIP Lenders to secure the obligations of such Companies under the DIP Facility (the “DIP Obligations”) as documented in a proposed orders in interim and final forms (the “DIP Orders,” and, collectively with the DIP Loan Documents, the “DIP Documents”), and submitted for approval to the Bankruptcy Court;

FURTHER RESOLVED, that the form, terms, and provisions of the DIP Orders to which each Company is or will be subject, and the actions and transactions contemplated thereby be, and hereby are, authorized, adopted, and approved, and each of the Authorized Signatories of each Company be, and hereby is, authorized and empowered, in the name of and on behalf of Each Company, to take such actions and negotiate or cause to be prepared and negotiated and to execute, deliver, perform, and cause the performance of, the DIP Orders and the other DIP Documents, incur and pay or cause to be paid all fees and expenses and engage such persons, in each case, on the terms or substantially on the terms submitted to each Governing Body, with such changes, additions, and modifications thereto as the officers of each Company executing the same shall approve, such approval to be conclusively evidenced by such officers’ execution and delivery thereof;

FURTHER RESOLVED, that, in the judgment of the Governing Body of each Company, after due consultation with the management and the legal and financial advisors of the Companies, that it is desirable each such Company will receive benefits from the DIP Loan Documents and the loans contemplated thereunder, and it is desirable and in the best interest of each such Company, each such Company’s equityholders, creditors, and other parties in interest that the form, terms, and provisions of the DIP Documents to which any and all of the Companies are a party, all other documents, agreements, instruments or certificates, intellectual property security agreements, joinders, and consents to be executed, delivered, or filed by each such Company in connection therewith, and the transactions contemplated by the DIP Documents (in each case including the borrowings and other extensions of credit thereunder, and the guaranties, liabilities, obligations, security interest granted and notes issued, if any, in connection therewith) and the consummation of the transactions contemplated thereby or entered into in connection with the DIP Documents be, and hereby are, authorized, adopted, and approved in substantially the form presented to the Governing Body of each Company, together with such changes as may be approved by the Authorized Signatories executing and delivering the same, such approval to be conclusively evidenced by such Authorized Signatory’s execution and delivery thereof;

FURTHER RESOLVED, that the Governing Body of each Company has determined, after due consultation with the management and the legal and financial advisors of the Companies, that it is desirable, necessary, and in the best interest of each such Company's business and affairs and each such Company's equityholders, creditors, and all other parties in interest that the applicable Companies execute, deliver, and perform the obligations under the DIP Loan Documents and the other DIP Documents, and to consummate the transactions contemplated thereby, including any borrowings, the performance of any guarantees, and the granting of any security interests and liens, and each such Company's execution and delivery of, and the incurrence and performance of its obligations in connection with the DIP Loan Documents, including the guarantee of the Obligations (as defined in the DIP Loan Documents) thereunder, and any other DIP Document to which it is a party, and the consummation of the transactions contemplated thereby or entered into in connection with the DIP Loan Documents, including, any borrowing by any Company under the DIP Loan Documents, are hereby, in all respects, authorized and approved;

FURTHER RESOLVED, that the form, terms, and provisions of the DIP Orders to which each Company is or will be subject, and the actions and transactions contemplated thereby are hereby authorized, adopted, and approved, and each of the Authorized Signatories of each such Company be, and hereby is, authorized and empowered, in the name of and on behalf of each such Company, to negotiate or cause to be prepared and negotiated, and to take such actions necessary to execute, deliver, perform, and cause the performance of, each DIP Order and such other agreements, certificates, instruments, receipts, petitions, motions, or other papers or documents relating to the transactions contemplated thereby to which each such Company is or will be a party, including, any security agreements, pledge agreements, guaranty agreement, assignment documents, notices, financing statements, mortgages, intellectual property filings, tax affidavits, fee letters, and other instruments as any of the DIP Agents or requisite DIP Lenders may reasonably request or as may be necessary or appropriate to create, preserve, and perfect the liens of the Agents, purported or required pursuant to any of the transaction documents to be created in the Collateral (as defined in the DIP Loan Documents (or similar term defined therein)), such agreements with third parties (including bank agency agreements, lockbox agreements, control agreements, landlord agreements, and warehouse letters) relating to the Collateral, any swap contracts or hedging agreements and such other loan documents, guarantees, instruments, certificates and documents as may be reasonably requested by any of the DIP Agents or the requisite DIP Lenders, or as may be required by the DIP Orders, DIP Loan Documents, or any of the foregoing (collectively, with the DIP Orders and DIP Loan Documents, the "DIP Documents"), with such changes, additions, and modifications thereto as any Authorized Signatory executing the same shall approve, such approval to be conclusively evidenced by such Authorized Signatory's execution and delivery thereof;

FURTHER RESOLVED, that the incurrence of the liabilities and obligations arising from each DIP Order and each DIP Document by each Company party thereto, (a) is necessary and convenient to the conduct, promotion and attainment of the business of such Companies and (b) may reasonably be expected to benefit such Companies, directly or indirectly;

FURTHER RESOLVED, that each Company, as debtor and debtors in possession under the Bankruptcy Code be, and hereby is, authorized to incur the DIP Obligations, including the borrowing of the loans under the DIP Loan Documents and other obligations related to the DIP Financing, and to undertake any and all related transactions on substantially the same terms as

contemplated under the DIP Documents, including granting liens on and security interests in its assets, including the Collateral, to the Agents to secure such obligations (collectively, the “DIP Transactions”);

FURTHER RESOLVED, that each of the Authorized Signatories of each Company, acting alone or with one or more other Authorized Signatories, be, and hereby is, authorized, directed and empowered in the name of, and on behalf of, each such Company, as debtors and debtors in possession, to take such actions as in their discretion is determined to be necessary, desirable, or appropriate to execute the DIP Transactions, including the negotiation, execution and delivery of (a) the DIP Documents, (b) such other instruments, certificates, notices, assignments, and other documents, including, any amendments to any DIP Documents, as may be reasonably requested by the Agents, and (c) such forms of deposit account control agreements, officer’s certificates, and compliance certificates as may be required by the DIP Documents, in the name of and on behalf of each Company, with such changes therein as shall be approve by the Authorized Signatories executing the same, with such execution by said Authorized Signatory to constitute conclusive evidence of their approval of the terms thereof, including any departures therein from any form presented to the Governing Bodies of such Companies;

FURTHER RESOLVED, that each of the Authorized Signatories of each Company, acting alone or with one or more other Authorized Signatories, be, and hereby is, authorized, directed and empowered in the name of, and on behalf of, each such Company, as debtors and debtors in possession, to guarantee the DIP Obligations under the DIP Documents and to assign, transfer, pledge, and grant to each Agent, for the ratable benefit of the respective or applicable Secured Parties (as defined in the DIP Loan Documents (or similar term defined therein)), a security interest in all or substantially all the assets of such Company, as collateral security for the prompt and complete payment and performance when due of the DIP Obligations under the DIP Documents to which such Company is a party or which it is subject to and to take or cause to be taken any such actions as may be necessary, appropriate or desirable to cause the Companies to create, perfect and maintain a security interest in such Companies’ property or assets constituting Collateral (as defined in the DIP Loan Documents (or similar term defined therein)) as described or contemplated in the DIP Documents;

FURTHER RESOLVED, that each of the Authorized Signatories be, and hereby is, authorized and empowered to take all actions or to not take any action in the name of each Company with respect to the transactions contemplated by these resolutions, whether existing now or in the future, in each case, as such Authorized Signatory shall deem necessary or desirable in such Authorized Signatory’s reasonable business judgment, including the authorization of resolutions and agreements necessary to authorize the execution, delivery, and performance pursuant to the DIP Documents (including certificates, affidavits, financing statements, notices, reaffirmations, amendments, and restatements thereof or relating thereto) as may be necessary, appropriate, or convenient to effectuate the purposes of the transactions contemplated therein;

FURTHER RESOLVED, that each of the Authorized Signatories of each Company be, and hereby is, authorized, directed, and empowered in the name of, and on behalf of, each Company to file, or to authorize the Agents to file, any Uniform Commercial Code (the “UCC”) financing statements, any other equivalent filings, any intellectual property filings and recordation, and any necessary assignments for security or other documents in the name each Company that the Agents

deem necessary or appropriate to perfect any lien or security interest granted under the DIP Orders and the DIP Documents, including any such UCC financing statement containing a generic description of collateral, such as “all assets,” “all property now or hereafter acquired,” and other similar descriptions of like import, and to execute and deliver, and to record or authorize the recording of, such mortgages and deeds of trust in respect of real property of each Company and such other filings in respect of intellectual and other property of each such Company, in each case as the Agents may reasonably request to perfect the security interests of the Agents under the DIP Orders or any of the other DIP Documents;

FURTHER RESOLVED, that each of the Authorized Signatories of each Company be, and hereby is, authorized, directed, and empowered in the name of, and on behalf of, each Company to take all such further actions, including to pay all fees and expenses payable in accordance with the terms of the DIP Documents, to arrange for and enter into supplemental agreements, amendments, instruments, certificates, or documents relating to the transactions contemplated by any of the DIP Documents, and to execute and deliver all such supplemental agreements, amendments, instruments, certificates, or documents in the name and on behalf of each of the Companies, which shall in their sole judgment be necessary, proper, or advisable in order to perform such Companies’ obligations under or in connection with any of the DIP Documents and the transactions contemplated therein (execution by such Authorized Signatory to constitute conclusive evidence of such judgment), and to carry out fully the intent of the foregoing resolution. The performance of any such further act or thing, and the execution of any such document or instrument by any of the Authorized Signatories of the Companies pursuant to these resolutions, shall be conclusive evidence that the same have been authorized and approved by the Companies in every respect; and

FURTHER RESOLVED, that each of the Authorized Signatories be, and hereby is, authorized to execute and deliver to the Agents, as applicable, and to perform the applicable Company’s obligations under, all other documents, certificates, instruments, agreements and writings including any interest rate swaps, caps, collars, or similar hedging agreement and any financing statements (or amendments thereto) that may be contemplated by, or required in connection with, the DIP Documents, these resolutions, and the transactions described herein and therein, and to do all such acts and things as any person hereinafter authorized to execute such documents on behalf of such Company determines to be necessary or advisable in connection with or as contemplated by, or for the purpose of giving effect to, or carrying out the provisions of, the DIP Documents, such determination to be conclusively evidenced by such person’s signature thereon or completion thereof, as applicable.

Restructuring Support Agreement

WHEREAS, the Governing Bodies of each Company have reviewed and considered presentations by the management and the financial and legal advisors of each such Company regarding the advantages and disadvantages to certain restructuring, sale, and recapitalization transactions contemplated by that certain Restructuring Support Agreement by and among the Companies and the other parties thereto (the “Restructuring Support Agreement”); and

WHEREAS, the Governing Bodies of each Company have had the opportunity to consult with the financial and legal advisors of such Companies with respect to the Restructuring Support Agreement and fully considered each of the strategic alternatives.

NOW, THEREFORE, BE IT RESOLVED, that in the business judgment of the Governing Bodies of each Company, after due consultation with the management and the legal and financial advisors of the Companies, it is desirable and in the best interests of each such Company, its equityholders, its creditors, and all other parties in interest to execute, deliver, perform, and enter into the Restructuring Support Agreement (and any other documents, certificates, instruments, and/or agreements contemplated by the Restructuring Support Agreement) and that each Company's performance of its obligations under the Restructuring Support Agreement (and under any other documents, certificates, instruments, and/or agreements contemplated by the Restructuring Support Agreement) hereby is, in all respects, authorized and approved;

FURTHER RESOLVED, that each of the Authorized Signatories be, and hereby is, authorized, empowered, and directed to execute, deliver, certify, file and/or record and perform the Restructuring Support Agreement (and such other documents, certificates, instruments, and/or agreements as may be required by the Restructuring Support Agreement) on behalf of the Companies and perform all of the transactions contemplated thereby; and

FURTHER RESOLVED, that each of the Authorized Signatories is hereby authorized, empowered, and directed to execute and deliver any amendments, supplements, modifications, renewals, replacements, consolidations, substitutions, and extensions of the Restructuring Support Agreement which shall, in such Authorized Officer's sole judgment, be necessary, proper, or advisable, such determination to be conclusively evidenced by such person's signature thereon or completion thereof, as applicable.

Stalking Horse Asset Purchase Agreement

BE IT RESOLVED, that in connection with the Chapter 11 Cases, the Governing Body of Wellpath Holdings, Inc. and the Additional Sellers (as defined in the Stalking Horse APA) (the "APA Signatories") and each an "APA Signatory") have determined, after due consultation with the management and the legal and financial advisors of the Companies, that it is in the best interests of the Company and its stakeholders that the APA Signatories enter into, and the Companies and their stakeholders will obtain benefits from, the transactions contemplated by that certain Asset Purchase Agreement (the "Stalking Horse APA") with RS Purchaser LLC, on the terms and conditions substantially similar to those set forth in the form previously provided to the Governing Bodies of each APA Signatory, and with such changes thereto as the Authorized Signatories executing the same shall approve, and any other agreements, consents, certificates, amendments, assignments, and instruments in connection therewith (collectively, with the Stalking Horse APA, the "Sale Documents"), in each case subject to approval by the Bankruptcy Court;

FURTHER RESOLVED, that the form, terms, and provisions of each of the Sale Documents and each APA Signatory's performance of its obligations thereunder, are hereby, in all respects confirmed, ratified, and approved;

FURTHER RESOLVED, that any Authorized Signatory is hereby authorized, empowered, and directed, in the name and on behalf of each APA Signatory, to cause such APA Signatory to negotiate and approve the terms, provisions of, and performance of, and to prepare, execute, and deliver the Sale Documents, in the name and on behalf of such APA Signatory, and such other

documents, agreements, instruments, and certificates as such Authorized Officer executing the same considers necessary, appropriate, proper, or desirable to effectuate the transactions contemplated by the Sale Documents, such determination to be conclusively evidenced by such person's signature thereon or completion thereof, as applicable;

FURTHER RESOLVED, that any Authorized Signatory is hereby authorized, empowered, and directed, in the name and on behalf of the APA Signatories, to take all such further actions, including to pay all fees and expenses, in accordance with the terms of the Sale Documents, which shall, in such Authorized Signatory's sole judgment, be necessary, proper, or advisable to perform the APA Signatories' obligations under or in connection with the Sale Documents and the transactions contemplated therein and to carry out fully the intent of the foregoing resolutions; and

FURTHER RESOLVED, that any Authorized Signatory is hereby authorized, empowered, and directed, in the name and on behalf of each APA Signatory, to execute and deliver any amendments, supplements, modifications, renewals, replacements, consolidations, substitutions, and extensions of the Sale Documents which shall, in such Authorized Officer's sole judgment, be necessary, proper, or advisable, such determination to be conclusively evidenced by such person's signature thereon or completion thereof, as applicable.

Amendment to Governing Documents

RESOLVED, that to the extent that any actions authorized by these resolutions would result in any Company that serves as a member of any other Company that is a limited liability company to cease to be a member of such other Company under applicable law, the limited liability company agreement of such other Company is hereby amended to provide that the filing of a voluntary petition in bankruptcy or the other actions authorized under these resolutions shall not cause such member to cease to be a member of such other Company, and in any such event, such other Company shall continue without dissolution.

General Resolutions

NOW, THEREFORE, BE IT RESOLVED, that the Authorized Signatories of each of the Companies be, and each of them hereby is, authorized, empowered, and directed to execute, acknowledge, verify, deliver, and file any and all such other agreements, documents, instruments, and/or certificates and to take such other actions as may be necessary, proper, or appropriate in order to carry out the intent and purposes of any of the foregoing resolutions;

FURTHER RESOLVED, that each Authorized Signatory shall be, and hereby is, authorized, empowered, and directed, on behalf of and in the name of the Companies, to (a) do and perform all such acts and things and enter into, execute, acknowledge, deliver, and file all such certificates, agreements, acknowledgments, instruments, contracts, statements, and other documents and to take such further actions as such Authorized Signatory may deem necessary or appropriate to effect the intent and accomplish the purposes of the foregoing resolutions, the taking of such action or the execution and delivery thereof to be conclusive evidence of the approval thereof, (b) perform the obligations of the Companies under the Bankruptcy Code and exercise all rights of the Companies under the Bankruptcy Code (including all rights with respect to contracts, agreements, and leases under sections 365 of the Bankruptcy Code), with all such actions to be

performed in such manner, and all such certificates, instruments, guaranties, notices, and documents to be executed and delivered in such form, as the Authorized Signatory performing or executing the same shall approve, the performance or execution thereof to be conclusive evidence of the approval thereof by such Authorized Signatory, the Governing Bodies, and the Companies, and (c) pay fees and expenses in connection with the transactions contemplated by the foregoing resolutions;

FURTHER RESOLVED, that the omission from this written consent of any (a) agreement, document, or other arrangement contemplated by any of the agreements, documents, or instruments described in the foregoing resolutions or (b) action to be taken in accordance with any requirement of any of the agreements or instruments described in the foregoing resolutions shall in no manner derogate from the authority of the Authorized Signatory to take all actions necessary, desirable, advisable, or appropriate to consummate, effectuate, carry out, or further the transactions contemplated by, and the intent and purposes of, the foregoing resolutions;

FURTHER RESOLVED, that, to the extent that any Authorized Signatory serves as the sole member, managing member, manager, general partner, partner, or other governing body (collectively, a “Controlling Entity”), in each case, of any direct or indirect subsidiary of any Company (a “Controlled Entity”), each such Authorized Signatory who may act without the joinder of any other Authorized Signatory, be, and hereby is, authorized, empowered, and directed in the name and on behalf of such Controlling Entity (acting for such Controlled Entity in the capacity set forth above, as applicable), to (a) authorize such Controlled Entity to take any action that any Authorized Signatory is authorized to take hereunder and/or (b) take any action on behalf of such Controlled Entity that an Authorized Signatory is herein authorized to take on behalf of such Controlling Entity (including execution and delivery of any authorizing resolutions);

FURTHER RESOLVED, that each Governing Body of each Company has received sufficient notices of the actions and transactions relating to the matters contemplated by any of the foregoing resolutions, as may be required by the organizational documents of each Company, or hereby waive any right to have received such notices;

FURTHER RESOLVED, that each of the members of the board of managers, board of directors, the Special Committee, the sole member, the manager, or the managing member, as applicable, hereby irrevocably waives notice of the time, place, and purposes of a Meeting and any adjournments thereof, to the extent such notice is required by the applicable organizational documents of each Company;

FURTHER RESOLVED, that any and all actions heretofore or hereafter taken and expenses incurred in the name of and on behalf of any Company by any officer, director, or other Authorized Signatory of any Company in connection with or related to the matters set forth or contemplated by any of the foregoing resolutions be, and they hereby are, approved, ratified, and confirmed in all respects as fully as if such actions had been presented to the Governing Bodies for approval prior to such actions being taken;

FURTHER RESOLVED, that any Authorized Signatory of any of the Companies is hereby authorized to certify to third parties with respect to adoption of any of the foregoing resolutions in the form and substance satisfactory to them; and

FURTHER RESOLVED, that this consent may be executed in one or more counterparts, and delivered by electronic means, each of which, when so executed, shall be treated in all manner and respects and for all purposes as one and the same original, written consent, and shall be considered to have the same binding legal effect as if it were an original manually signed counterpart hereof delivered in person.

[Remainder of page intentionally left blank]

The undersigned agree that this Omnibus Action by Written Consent in Lieu of a Meeting of the Governing Bodies shall be added to the corporate records of each Company and made a part thereof, and the undersigned further agree that the resolutions set forth hereinabove shall have the same force and effect as if adopted at a meeting duly noticed, held, called and constituted pursuant to each Company's organizational documents and the applicable laws of the jurisdiction in which such Company is organized.

[Signature pages follow]

IN WITNESS WHEREOF, the undersigned has executed this Omnibus Action by Written Consent as of the date first written above.

**BOARD OF MANAGERS OF CCS-CMGC
PARENT GP, LLC**

Signed by:

830FF970AFC849E...

Jorge Dominicis

Signed by:

79A09DA6CD8544E...

Louis Hallman

DocuSigned by:

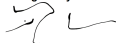
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Valerie Montgomery Rice


DocuSigned by:

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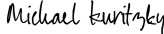
Justin Sapolsky

Signed by:

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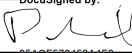
Rob Wolfson

Signed by:

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Kevin Van Culin

DocuSigned by:

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Michael Kuritzky

DocuSigned by:

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Patrick Bartels

DocuSigned by:

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Carol Flaton

*[Signature Page to Omnibus Action by Written Consent
(Chapter 11 Filing, Retention of Professionals and DIP Facility)]*

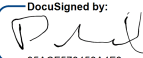
**GENERAL PARTNER OF CCS-CMGC
PARENT HOLDINGS LP:**

**CCS-CMGC Parent GP, LLC, a
*Delaware limited liability company***

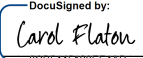
Signed by:


By: Jorge Dominicis
Its: Authorized Signatory

**MEMBERS OF THE SPECIAL
COMMITTEE OF CCS-CMGC
INTERMEDIATE HOLDINGS 2, INC.,**

DocuSigned by:


Patrick Bartels

DocuSigned by:


Carol Flaton

**INDEPENDENT DIRECTORS OF CCS-
CMGC INTERMEDIATE HOLDINGS 2,
INC., CCS-CMGC INTERMEDIATE
HOLDINGS, INC., AND WELLPATH
HOLDINGS, INC.**

DocuSigned by:


Patrick Bartels

DocuSigned by:


Carol Flaton

**BOARD OF MANAGERS OF WELLPATH
COMMUNITY CARE HOLDINGS, LLC,
WHC, LLC, ZENOVA MANAGEMENT,
LLC, ZENOVA TELEHEALTH, LLC,
MISSOURI JSH HOLDCO, LLC,
WELLPATH SF HOLDCO, LLC, JUSTICE
SERVED HEALTH HOLDINGS, LLC,
JESSAMINE HEALTHCARE, LLC:**

Signed by:

Louis Hallman

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Louis Hallman

DocuSigned by:

Cindy Watson

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Cindy Watson

Signed by:

Marc Goldstone

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Marc Goldstone

BOARD OF DIRECTORS OF PHYSICIANS NETWORK ASSOCIATION, INC., WELLPATH CFMG, INC., WELLPATH MANAGEMENT, INC., MISSOURI JSH MANAGER, INC.:

Signed by:

Louis Hallman

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Louis Hallman

DocuSigned by:

Cindy Watson

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Cindy Watson

Signed by:

Marc Goldstone

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Marc Goldstone

BOARD OF MANAGERS OF WELLPATH GROUP HOLDINGS, LLC, CORRECT CARE HOLDINGS, LLC, WELLPATH HOSPITAL HOLDING COMPANY, LLC, ALPINE CA BEHAVIORAL HEALTH HOLDCO, LLC:

Signed by:

Jeremy Barr

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Jeremy Barr

DocuSigned by:

Cindy Watson

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Cindy Watson

Signed by:

Marc Goldstone

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Marc Goldstone

BOARD OF MANAGERS OF PERIMETER HILL RPA, LLC:

Signed by:

Jody Coleman

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Jody Coleman

DocuSigned by:

Cindy Watson

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Cindy Watson

Signed by:

E. Brooke McGee

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Brooke McGee

SOLE MEMBER OF WELLPATH COMMUNITY CARE MANAGEMENT, LLC:

Wellpath Community Care Holdings, LLC

Signed by:

Marc Goldstone

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By:

Name: Marc Goldstone

Title: Secretary

**SOLE MEMBER OF WELLPATH
COMMUNITY CARE CENTERS OF
VIRGINIA, LLC:**

Wellpath Community Care Management, LLC

Signed by:
By: Marc Goldstone
C08C265345C8432...
Name: Marc Goldstone
Title: Secretary

SOLE MEMBER OF WELLPATH LLC:

Justice Served Health Holdings, LLC

Signed by:
By: Marc Goldstone
C08C265345C8432...
Name: Marc Goldstone
Title: Secretary

**SOLE MEMBER OF BOYTON BEACH
FLORIDA BEHAVIORAL HEALTH
HOSPITAL COMPANY, LLC AND 901
45TH STREET WEST PALM BEACH
FLORIDA BEHAVIORAL HEALTH
HOSPITAL COMPANY, LLC, HCS
CORRECTIONAL MANAGEMENT, LLC:**

Wellpath LLC

Signed by:
By: Marc Goldstone
C08C265345C8432...
Name: Marc Goldstone
Title: Secretary

**SOLE MEMBER OF CORRECTIONAL
HEALTHCARE HOLDING COMPANY,
LLC, CONMED HEALTHCARE
MANAGEMENT, LLC, WELLPATH
EDUCATION, LLC:**

Jessamine Healthcare, LLC

Signed by:
By: Marc Goldstone
C08C265345C8432...
Name: Marc Goldstone
Title: Secretary

**SOLE MEMBER OF CHC COMPANIES,
LLC:**

Correctional Healthcare Holding Company,
LLC

Signed by:
By: Marc Goldstone
C08C265345C8432...
Name: Marc Goldstone
Title: Secretary

**SOLE MEMBER OF CORRECTIONAL
HEALTHCARE COMPANIES, LLC,
HEALTHCARE PROFESSIONALS, LLC:**

CHC Companies, LLC

Signed by:
By: Marc Goldstone
C08C265345C8432...
Name: Marc Goldstone
Title: Secretary

SOLE MEMBER OF WPMED, LLC:

Conmed Healthcare Management, LLC

Signed by:
By: Marc Goldstone
Name: Marc Goldstone
Title: Secretary

SOLE MEMBER OF WELLPATH RECOVERY SOLUTIONS, LLC:

Correct Care Holdings, LLC

Signed by:
By: Marc Goldstone
Name: Marc Goldstone
Title: Secretary

SOLE MEMBER OF CORRECT CARE OF SOUTH CAROLINA, LLC:

Wellpath Recovery Solutions, LLC

Signed by:
By: Marc Goldstone
Name: Marc Goldstone
Title: Secretary

SOLE MEMBER OF HARBORVIEW CENTER, LLC, BEHAVIORAL HEALTH MANAGEMENT SYSTEMS, LLC:

Alpine CA Behavioral Health Holdco, LLC

Signed by:
By: Marc Goldstone
Name: Marc Goldstone
Title: Secretary

SCHEDULE A

Company

CCS-CMGC Parent GP, LLC
CCS-CMGC Parent Holdings, LP
CCS-CMGC Intermediate Holdings 2, Inc.
CCS-CMGC Intermediate Holdings, Inc.
Wellpath Holdings, Inc.
Wellpath Community Care Holdings, LLC
Wellpath Community Care Management, LLC
Wellpath Community Care Centers of Virginia, LLC
WHC, LLC
Zenova Management, LLC
Zenova Telehealth, LLC
Missouri JSH Holdco, LLC
Missouri JSH Manager, Inc.
Wellpath SF Holdco, LLC
Justice Served Health Holdings, LLC
Wellpath LLC
Boyton Beach Florida Behavioral Health Hospital Company, LLC
901 45th Street West Palm Beach Florida Behavioral Health Hospital Company, LLC
Perimeter Hill RPA, LLC
HCS Correctional Management, LLC
Correctional Healthcare Companies, LLC
Jessamine Healthcare, LLC
Correctional Healthcare Holding Company, LLC
CHC Companies, LLC
Physicians Network Association, Inc.
Conmed Healthcare Management, LLC
WPMed, LLC
Healthcare Professionals, LLC
Wellpath CFMG, Inc.
Wellpath Management, Inc.
Wellpath Education, LLC
Wellpath Group Holdings, LLC
Correct Care Holdings, LLC
Wellpath Recovery Solutions, LLC
Correct Care of South Carolina, LLC
Wellpath Hospital Holding Company, LLC
Alpine CA Behavioral Health Holdco, LLC
Harborview Center, LLC
Behavioral Health Management Systems, LLC

Fill in this information to identify the case:

Debtor name: Wellpath Holdings, Inc., et al.,

United States Bankruptcy Court for the: Southern District of Texas

Case number (if known):

Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9 Cases: Consolidated List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders

12/15

A list of creditors holding the 30 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an insider, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 30 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1	Alpine CA Behavioral Holdco, LLC	2120 Alpine Blvd, Alpine, CA 91901 (619) 445-2644	Unsecured Noteholder		\$17,974,459		\$17,974,459
2	AU Medical Center Inc.	1120 15th Street BA-2612, Augusta GA 30912 (709) 828-6436 corp_acctg-cash@augusta.edu	Trade		\$11,992,022		\$11,992,022
3	Correct RX Pharmacy Services, Inc.	1352-C Charwood Road, Hanover MD 21076 (410) 636-9500 AccountsReivable@correctrxpharmacy.com	Trade		\$9,547,633		\$9,547,633
4	Diamond Drugs, Inc.	645 Kolter Drive, Indiana PA 15701 (724) 465-4200 mshawley@diamondpharmacy.com	Trade		\$7,419,885		\$7,419,885
5	Shelby Co Healthcare Corp dba Regional One Health	P.o. Box 1000 Dept 865, Memphis TN 38148-0865 (901) 545-7651 kericksen@regionalonehealth.org	Trade		\$5,431,262		\$5,431,262
6	Mclaren Greater Lansing	401 W Greenlawn, Lansing MI 48910 (517) 975-6000	Trade		\$5,272,724		\$5,272,724

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
		contact@mclaren.org					
7	Medical Center Of Central Georgia, Inc.	777 Hemlock St, Macon GA 31201 (478) 633-1000	Trade		\$4,401,175		\$4,401,175
8	Name on file	Information on file	Litigation Settlement		\$4,291,667		\$4,291,667
9	Select Specialty Hospital - Augusta Inc.	1537 Walton Way, Augusta GA 30904-3764 (706) 731-1200 augusta@selectspecialty.com	Trade		\$4,258,459		\$4,258,459
10	Name on file	Information on file	Litigation Settlement		\$3,513,184		\$3,513,184
11	Spalding Regional Hospital, Inc.	601 S 8th St, Griffin GA 30224-4213 (770) 228-2721	Trade		\$3,112,964		\$3,112,964
12	Laboratory Corporation of America	P.O. Box 12140, Burlington NC 27216-2140 (800) 788-9893 cashposters@labcorp.com	Trade		\$2,976,220		\$2,976,220
13	Pharmacorr, LLC	7400 Plaza Mayor Blvd, Ste 100, Oklahoma City OK 73149 (405) 698-1285 rachel.irving@pharmacorr.com	Trade		\$2,786,878		\$2,786,878
14	Prime Healthcare Foundation, Inc.	11 Upper Riverdale Rd Sw, Riverdale GA 30274-2615 (909) 235-4400 info@primehealthcare.com	Trade		\$2,711,454		\$2,711,454

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
		Information on file					
15	Name on file		Litigation Settlement		\$2,500,000		\$2,500,000
16	Fresno Community Hospital and Medical Center	2823 Fresno St, Fresno CA 93721-1324 (559) 459-6000	Trade		\$2,396,503		\$2,396,503
17	McKesson Medical – Surgical Inc.	P.O. Box 936279, Atlanta GA 31193-6279 (800) 220-4493 MMS.EFT@Mckesson.com	Trade		\$2,350,965		\$2,350,965
18	UP Health System - Marquette	850 W Baraga Ave, Marquette MI 49855-4550 (906) 449-3000 upmarquette@verisma.com	Trade		\$2,222,534		\$2,222,534
19	Sonata Software North America, Inc.	39300 Civic Center Drive Ste-270, Fremont CA 94538 (650) 268-1300 dipannita.s@sonata-software.com	Trade		\$2,210,841		\$2,210,841
20	Broward Health Medical Center	1600 S Andrews Ave, Fort Lauderdale FL 33316 (954) 473-7575 credentials@browardhealth.org	Trade		\$2,053,933		\$2,053,933
21	Broward Health North	201 E Sample Rd, Deerfield Beach FL 33064 (954) 941-8300 credentials@browardhealth.org	Trade		\$1,983,534		\$1,983,534
22	Memorial University Medical Center - Savannah	4700 Waters Ave, Savannah GA 31404-6220 (912) 350-8000 PARA.HCARrecordsRequestFL@hcahealthcare.com	Trade		\$1,933,546		\$1,933,546

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
23	The Medical Center	710 Center St, Columbus GA 31901-1527 (706) 571-1120 recordsrequest@pedmont.org	Trade		\$1,926,812		\$1,926,812
24	St. Joseph Mercy Hospital	5301 E Huron River Dr, Ann Arbor MI 48106-0993 (734) 712-2808 andersoh@trinity-health.org	Trade		\$1,805,982		\$1,805,982
25	Phoebe Putney Memorial Hospital	417 W 3Rd Ave, Albany GA 31701-1943 (229) 312-1000 himroi@phoebehealth.com	Trade		\$1,776,068		\$1,776,068
26	Crisp Regional Hospital	902 7Th St N, Cordele GA 31015 (229) 276-3100 info@crispregional.org	Trade		\$1,764,422		\$1,764,422
27	Florida Hospital Waterman	1000 Waterman Way, Tavares FL 32778-5266 (352) 253-3333	Trade		\$1,685,168		\$1,685,168
28	Piedmont Augusta Hospital	1350 Walton Way, Augusta GA 30901-2612 (706) 722-9011 recordsrequest@pedmont.org	Trade		\$1,526,858		\$1,526,858
29	HCA Florida Northwest Hospital	2801 N State Rd 7, Margate FL 33063-5596 (305) 652-8000 PARA.HCARecordsRequestFL@hcahealthcare.com	Trade		\$1,449,452		\$1,449,452
30	Name on file	Information on file	Litigation Settlement		\$1,348,213		\$1,348,213

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

In re:

WELLPATH HOLDINGS, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-[_____] ([____])

(Joint Administration Requested)

**CONSOLIDATED CORPORATE OWNERSHIP
STATEMENT AND LIST OF EQUITY INTEREST HOLDERS
PURSUANT TO FED. BANKR. P. 1007(A)(1), 1007(A)(3), AND 7007.1**

Pursuant to rules 1007(a)(1), 1007(a)(3), and 7007.1 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and to enable the Judges to evaluate possible disqualification or recusal, attached hereto as **Exhibit A** is a corporate structure chart (the “Corporate Structure Chart”) reflecting the ownership interests of CCS-CMGC Parent GP, LLC, CCS-CMGC Parent Holdings, L.P. and its direct and indirect subsidiaries (collectively, the “Debtors”), each of which is a debtor and debtor in possession in the above-captioned chapter 11 cases (the “Chapter 11 Cases”). The Debtors respectfully represent, as of the date hereof, the following:

1. Each of the Debtors identified on the Corporate Structure Chart is owned in its entirety by its direct parent.

2. The equity securities of each of the Debtor entities are privately held and a list of the issued and outstanding common stock of CCS-CMGC Parent GP, LLC and CCS-CMGC Parent Holdings, L.P., prepared in accordance with Bankruptcy Rule 1007(a)(3), is attached hereto as **Exhibit B**.

3. Other than as set forth in the exhibits hereto, each of which is incorporated herein by reference, no other corporation (as such term is defined in section 101(9) of title 11 of the United States Code), public or private, owns 10% or more of any class of a Debtor’s common equity interests.

¹ A complete list of the Debtors in the Chapter 11 Cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://dm.epiq11.com/Wellpath>. The Debtors’ service address for the Chapter 11 Cases is 3340 Perimeter Hill Drive, Nashville, Tennessee 37211.

Exhibit A

Corporate Structure Chart

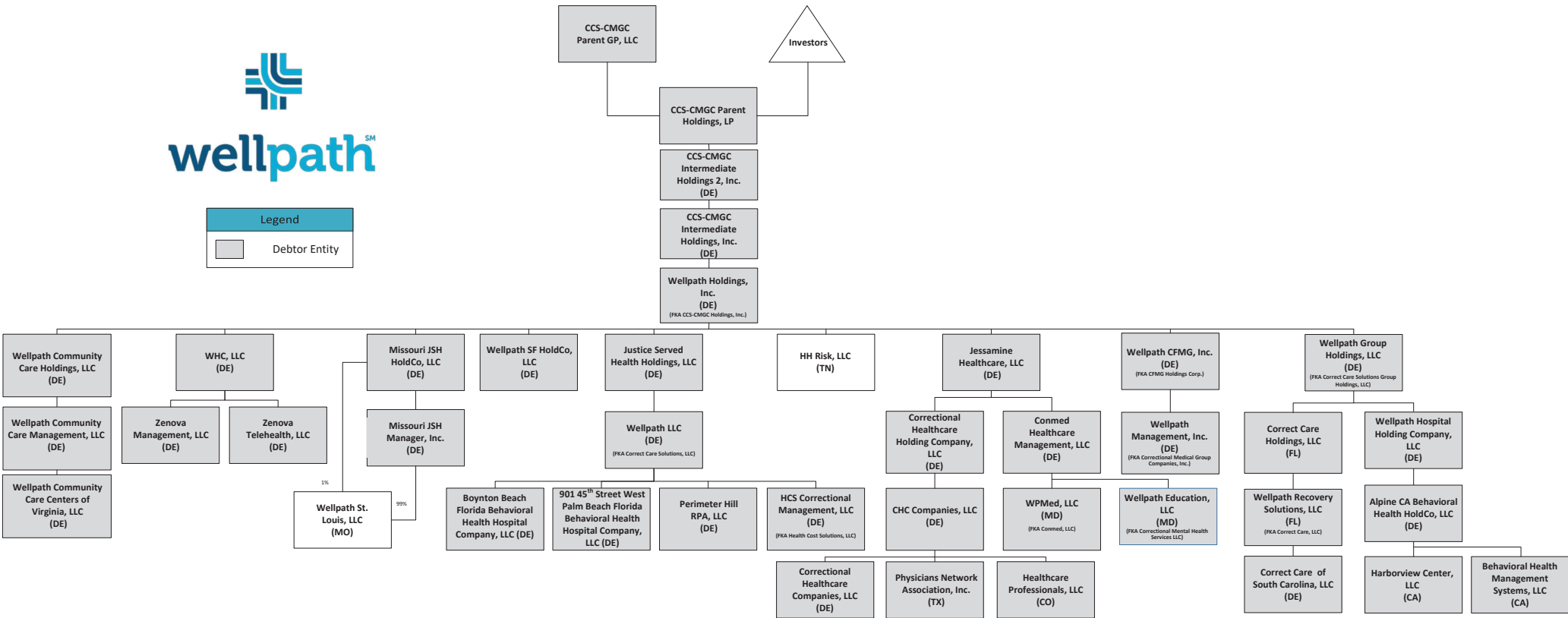


Exhibit B**List of Ownership Interests**

CCS-CMGC Parent GP, LLC		
Equityholder	Address of Equityholder	Percentage of Equity Held
H.I.G. CCS-CMGC, L.P.,	1450 Brickell Avenue, 31st Floor, Miami, FL 33131	100%

CCS-CMGC Parent Holdings, L.P.		
Equityholder	Address of Equityholder	Percentage of Equity Held
Alpine Special Treatment, Inc.	c/o Alpine Special Treatment, Inc.: 2120 Alpine Blvd. Alpine, CA 91901	17% of Preferred Units
Mike Doyle	c/o Alpine Special Treatment, Inc.: 2120 Alpine Blvd. Alpine, CA 91901	17% of Preferred Units
Victoria Klein	c/o Alpine Special Treatment, Inc.: 2120 Alpine Blvd. Alpine, CA 91901	33% of Preferred Units
Kristin Allred	c/o Alpine Special Treatment, Inc.: 2120 Alpine Blvd. Alpine, CA 91901	33% of Preferred Units
H.I.G. Advantage Buyout Fund, L.P.	1450 Brickell Avenue, 31st Floor, Miami, FL 33131	86% of all non-Preferred Units
Other Equityholders ¹		14% of all non-Preferred Units

¹ There are approximately 180 other equityholders in CCS-CMGC,LP, including current and former employees, directors, and officers, each of which holds a *de minimis* amount of equity.

Fill in this information to identify the case:Debtor name Wellpath Holdings, Inc.United States Bankruptcy Court for the: SOUTHERN DISTRICT OF TEXAS

Case number (if known) _____

 Check if this is an amended filing

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- Schedule A/B: Assets—Real and Personal Property* (Official Form 206A/B)
- Schedule D: Creditors Who Have Claims Secured by Property* (Official Form 206D)
- Schedule E/F: Creditors Who Have Unsecured Claims* (Official Form 206E/F)
- Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G)
- Schedule H: Codebtors* (Official Form 206H)
- Summary of Assets and Liabilities for Non-Individuals* (Official Form 206Sum)
- Amended Schedule*
- Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 20 Largest Unsecured Claims and Are Not Insiders* (Official Form 204)
- Other document that requires a declaration **Statement of Corporate Ownership and List of Equity Security Holders**

I declare under penalty of perjury that the foregoing is true and correct.

Executed on November 11, 2024X /s/ Timothy Dragelin

Signature of individual signing on behalf of debtor

Timothy Dragelin

Printed name

Chief Restructuring Officer and Chief Financial Officer

Position or relationship to debtor

EXHIBIT

B

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

ENTERED
November 12, 2024
Nathan Ochsner, Clerk

In re:

WELLPATH HOLDINGS, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-90533 (ARP)

(Joint Administration Requested)

Re Docket No.: 17

AMENDED INTERIM ORDER ENFORCING THE AUTOMATIC STAY

Upon the emergency motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of interim and final orders, pursuant to section 362(a) of the Bankruptcy Code, enforcing the Automatic Stay in the Lawsuits³ or in the alternative extending the application of the Automatic Stay to the Non-Debtor Defendants until consummation of a chapter 11 plan in these chapter 11 cases, as more fully described in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. § 1334 and the *Order of Reference to Bankruptcy Judges*, General Order 2012-6 (S.D. Tex. May 24, 2012) (Hinojosa, C.J.); and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157; and the Court having found that it may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of the Chapter 11 Cases and related proceedings being proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409; and given that notice of the Motion having been provided to the Notice Parties,

¹ A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://dm.epiq11.com/Wellpath>. The Debtors’ service address for these chapter 11 cases is 3340 Perimeter Hill Drive, Nashville, Tennessee 37211.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

³ For the purposes of this Interim Order, “Lawsuits” shall mean any lawsuits filed as of the Petition Date in which a Debtor is named as one of the defendants therein.

and this Interim Order being served on the Notice Parties in accordance with paragraph 1 hereof, notice shall be deemed adequate and appropriate under the circumstances, and it appearing that no other or further notice need be provided; and the Court having reviewed and considered the Motion; and the Court having held a hearing to consider the relief requested in the Motion (the “Hearing”); and the Court having determined that the legal and factual bases set forth in the Motion, and at the Hearing establish just cause for the relief granted herein; and this Court having determined that the relief requested in the Motion is necessary to avoid immediate and irreparable harm to the Debtors and their estates as contemplated by Bankruptcy Rule 6003; and all objections and reservations of rights filed or asserted in respect of the Motion, if any, having been withdrawn, resolved, or overruled, in each case, with prejudice; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor, it is hereby

ORDERED, ADJUDGED, AND DECREED THAT

1. The final hearing (the “Final Hearing”) on the Motion shall be held on December 5, 2024, at 3:00 p.m. (prevailing Central Time). Any objections or responses to entry of a Final Order on the Motion shall be filed and served on the Notice Parties and counsel to any statutory committees appointed in these chapter 11 cases so as to be actually received on or before 4:00 p.m. (prevailing Central Time) on December 2, 2024. The Debtors shall serve a copy of this Interim Order on the Notice Parties within five business days of the date hereof. In the event that no objections to the entry of the Final Order on the Motion are timely received, this Court may enter such Final Order without the need for the Final Hearing.

2. The Lawsuits are stayed in their entirety, including the plaintiffs’ claims against the Non-Debtor Defendants, on an interim basis pursuant to section 362 of the Bankruptcy Code.

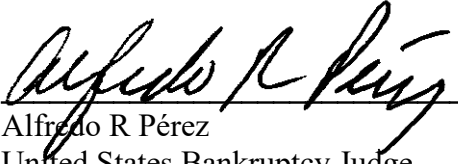
3. Nothing in this Interim Order shall prejudice the right of any creditor to seek relief from the Automatic Stay pursuant to section 362 of the Bankruptcy Code.

4. Any Bankruptcy Rule or Bankruptcy Local Rule that might otherwise delay the effectiveness of this Interim Order is hereby waived, and the terms and conditions of this Interim Order shall be effective and enforceable immediately upon its entry

5. The Debtors are authorized to take any action deemed necessary or appropriate to implement and effectuate the terms of, and the relief granted in, this Interim Order without seeking further order of the Court.

6. The Court shall retain exclusive jurisdiction over any matter arising from or related to the implementation, interpretation, and enforcement of this Interim Order.

Signed: November 12, 2024


Alfredo R Pérez
United States Bankruptcy Judge

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

January 14, 2025

Nathan Ochsner, Clerk

In re:

WELLPATH HOLDINGS, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-90533 (ARP)

(Joint Administration Requested)

Re Docket Nos.:17, 69**STIPULATED AND AGREED AMENDED ORDER (I) ENFORCING THE
AUTOMATIC STAY ON A FINAL BASIS WITH RESPECT TO CERTAIN ACTIONS,
(II) ENFORCING THE AUTOMATIC STAY ON AN INTERIM BASIS WITH RESPECT
TO CERTAIN ACTIONS, (III) EXTENDING THE AUTOMATIC STAY ON AN
INTERIM BASIS TO CERTAIN ACTIONS AGAINST NON-DEBTORS, (IV) SETTING
A FINAL HEARING FOR THE INTERIM RELIEF GRANTED HEREIN, AND (V)
GRANTING RELATED RELIEF**

Upon the emergency motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of interim and final orders, pursuant to section 362(a) of the Bankruptcy Code, enforcing the Automatic Stay in the Lawsuits³ or in the alternative extending the application of the Automatic Stay to the Non-Debtor Defendants until consummation of a chapter 11 plan in these chapter 11 cases, as more fully described in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant

¹ A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://dm.epiq11.com/Wellpath>. The Debtors’ service address for these chapter 11 cases is 3340 Perimeter Hill Drive, Nashville, Tennessee 37211.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion or the Debtors’ *Omnibus Reply in Support of Debtors’ Emergency Motion for Entry of an Order (I) Authorizing the Debtors to (A) Honor and Incur Obligations to Professional Corporations and (B) Obtain New Professional Corporation Contracts, (II) Extending Statutory Protections to Professional Corporations, and (III) Granting Related Relief* [Docket No. 897] (the “Reply”). If there is any inconsistency between the terms of the Motion or Reply and the terms of this Order, the terms of this Order shall govern and control.

³ “Lawsuits” shall mean any lawsuit against the Debtors and any lawsuit against a Non-Debtor Defendant, regardless if a Debtor is a named party in the lawsuit, that may have a direct impact, whether monetary or otherwise, on the Debtors’ estates, including without limitation lawsuits that assert claims where an insurance policy under which the Debtor is a beneficiary may be responsible for the satisfaction of the underlying claim(s).

to 28 U.S.C. § 1334 and the *Order of Reference to Bankruptcy Judges*, General Order 2012-6 (S.D. Tex. May 24, 2012) (Hinojosa, C.J.); and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157; and the Court having found that it may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of the Chapter 11 Cases and related proceedings being proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to the Notice Parties, such notice having been adequate and appropriate under the circumstances, and it appearing that no other or further notice need be provided; and the Court having reviewed and considered the Motion, the Reply, the *Declaration of James Seitz as Director of Insurance of Wellpath Holdings, Inc. and Certain of Its Affiliates and Subsidiaries in Support of the Debtors' Omnibus Objection to Motions for Relief from the Automatic Stay and Stay Extension Reply* [Docket No. 828] (the "Seitz Declaration"), the *Supplemental Declaration of James Seitz as Director of Insurance of Wellpath Holdings, Inc. and Certain of Its Affiliates and Subsidiaries in Support of the Debtors' Stay Extension Reply* [Docket No. 898] (the "Supplemental Seitz Declaration"), and the First Day Declaration; and the Court having held a hearing, if necessary, to consider the relief requested in the Motion on a final basis (the "Hearing"); and the Court having determined that the legal and factual bases set forth in the Motion, the Reply, the Seitz Declaration, the Supplemental Seitz Declaration, and the First Day Declaration and at the Hearing establish just cause for the relief granted herein; and all objections and reservations of rights filed or asserted in respect of the Motion, having been withdrawn, resolved, or overruled, in each case, with prejudice;

and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor, it is hereby

ORDERED, ADJUDGED, AND DECREED THAT

1. Pursuant to section 362, and if applicable section 105, of the Bankruptcy Code, any claims or causes of action that have been or may be asserted against the Debtors, the Debtors' directors or officers, the Debtors' current or former employees to the extent the Debtors are also named defendants in the underlying lawsuit, H.I.G. Capital L.L.C. or its directors, officers, or current or former employees, in the Lawsuits are stayed until the earlier of (a) the effective date of a confirmed chapter 11 plan; (b) dismissal of the chapter 11 cases of the Debtors; or (c) April 30, 2025. Nothing shall prejudice the Debtors' right to seek a further extension of the stay granted in this paragraph or the right of any party interest to oppose such extension.

2. Any claims or causes of action that have been or may be asserted against any of the Professional Corporations⁴ or their current or former employees, or current or former employees of the Debtor to the extent the Debtors are not named defendants in the underlying lawsuit, are stayed pursuant to section 362, and to the extent applicable section 105, of the Bankruptcy Code on an interim basis to and including February 18, 2025, to provide the Debtors the opportunity, as requested by the Statutory Unsecured Claimholders' Committee

⁴ The Professional Corporations are California Forensic Medical Group, Inc., California Health and Recovery Solutions, P.C., CCS-Kastre Nevada, P.C., Emerald Healthcare Services, P.C., Grand Prairie Healthcare Services, P.C., Great Peak Dental, P.C., Great Peak Healthcare Services, P.C., Massachusetts Correctional Healthcare Services, P.C., McDonald Dental Associates, P.A., Midwest Center, P.C., New Garden Healthcare Services, P.C., New York Correct Care Solutions Medical Services, P.C., Old Empire Dental, P.C., Old Empire Psychology, P.C., Southwest Correctional Medical Group, PLLC, Southeast Correctional Medical Group, PLLC, Stringfellow Correctional Dental, P.A., and Zenova Physicians, P.C.

(the “Committee”), to confirm and substantiate the scope and extent of Debtors’ indemnification obligations owed to these parties as well as any relevant insurance considerations.

3. Any claims or causes of action that have been or may be asserted against any of the Debtors’ current clients or customers or their current or former employees are stayed pursuant to section 362, and to the extent applicable section 105, of the Bankruptcy Code on an interim basis to and including February 18, 2025, to provide Debtors, as requested by the Committee, the opportunity to confirm and substantiate the scope and extent of Debtors’ indemnification obligations owed to these parties.

4. Any claims or causes of action that have been or may be asserted against any of the Debtors’ former clients or customers are stayed pursuant to section 362, and to the extent applicable section 105, of the Bankruptcy Code on an interim basis to and including February 18, 2025, solely to provide the Debtors the opportunity, as requested by the Committee, to establish that indemnification obligations exist such that allowing such claims or causes of action to go forward would result in an administrative claim against the Debtors’ estate.

5. The Debtors agree to establish a process satisfactory to the Committee by which plaintiffs may seek a determination that the automatic stay does not apply to any claim or cause of action without filing a motion for relief from stay or any other pleading (the “Stay Determination Process”). Such Stay Determination Process shall be filed on the docket by the Debtors within five business days of the date hereof and served on all Notice Parties (as defined in the Motion).

The Stay Determination Process provides that:

a. Any plaintiff who intends to avail themselves of their rights under the United States civil justice system and pursue claims or causes of action subject to the automatic stay set forth in this Order (a “Requesting Plaintiff”) shall submit a request to

the Debtors to pursue such claims or causes of action in the forum in which such claims or causes of action were pending as of the Petition Date (each, a “Request”).

b. A Request may be made formally by written motion filed with the Court or informally by telephone, U.S. Mail, or electronic mail. The Stay Determination Process will include specific contact information for the Debtors a Requesting Plaintiff may use to make a Request.

c. Upon receipt of a Request, the Debtors shall timely notify the Committee and the Debtors, in consultation and/or collaboration with the Committee, will provide an expedited response to such Request.

d. To the extent Debtors determine that the claim or cause of action should be subject to the automatic stay, the Debtors will provide in writing to the plaintiff (or if provided verbally to the plaintiff, the Debtors will provide a written response to the Committee), with the basis for that conclusion, and the plaintiff may seek relief from the automatic stay via motion practice pursuant to the Bankruptcy Code.

e. To the extent the Debtors determine that the claim or cause of action is not subject to the automatic stay, the Debtors will so advise the Requesting Plaintiff and provide written consent for the Requesting Plaintiff to move forward with the claim or cause of action and, if required by the court where the claims or causes of action are pending, the Debtors shall provide written notice of its consent to such court as appropriate.

f. In agreeing to implement this process, the Debtors reserve all rights to challenge any motion for relief from the automatic stay, and nothing in the process shall impact a Requesting Plaintiff’s rights or the Committee’s rights to argue in favor of relief from the automatic stay.

6. Debtors shall consult with the Committee prior to entering into any stipulation with any defendant or co-defendant in any of the Lawsuits. The Committee shall provide written notice to the Debtors of the Committee's position on the stipulation within seven days of receipt. To the extent the Debtors still seek to enter any such stipulation after the receipt of the Committee's written notice, the Debtors shall notify the Court of the Committee's position (if any) on the proposed stipulation and provide the Committee and any plaintiff in the case in question notice and opportunity to oppose such relief.

7. The relief granted in paragraph 1 of this Order is entered on a final basis such that no further hearing is necessary. With respect to the remaining relief granted in this Order, the final hearing (the "Final Hearing") on the Motion shall be held on February 18, 2025, at 2:00 p.m. (prevailing Central Time). Any objections to entry of a Final Order on the Motion shall be filed and served on the Notice Parties and counsel to the Debtors and the Committee so as to be actually received on or before 4:00 p.m. (prevailing Central Time) on February 7, 2025. The Debtors shall serve a copy of this Order on the Notice Parties within five business days of the date hereof. In the event that no objections to the entry of the Final Order on the Motion are timely received, this Court may enter such Final Order without the need for the Final Hearing.

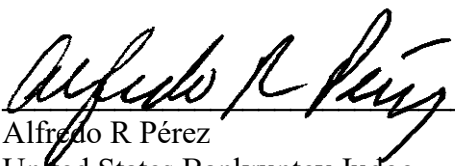
8. Nothing in this Order shall (a) prejudice the right of any creditor to seek relief from the Automatic Stay pursuant to section 362 of the Bankruptcy Code or (b) supersede or abrogate any prior Stipulation and Agreed Order interpreting, extending, or granting relief from the automatic stay.

9. Any Bankruptcy Rule or Bankruptcy Local Rule that might otherwise delay the effectiveness of this Order is hereby waived, and the terms and conditions of this Order shall be effective and enforceable immediately upon its entry.

10. The Debtors are authorized to take any action deemed necessary or appropriate to implement and effectuate the terms of, and the relief granted in, this Order without seeking further order of the Court.

11. The Court shall retain exclusive jurisdiction over any matter arising from or related to the implementation, interpretation, and enforcement of this Order.

Signed: January 14, 2025


Alfredo R Pérez
United States Bankruptcy Judge

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
) SECOND JUDICIAL CIRCUIT
COUNTY OF YORK)
) CASE NO.: 2023-CP-46-01873
)
Anthony-Shane Martin,)
)
)
Plaintiff,)
)
vs.)
)
) **CERTIFICATE OF SERVICE**
South Carolina Department of Mental Health)
(S.C.D.M.H.); Kelly Gothard Facility)
Administrator for (S.C.D.M.H.), et. al;)
Wellpath/Correct Care (WP CC); Eric)
Lawrence Facility Administrator for WP/CC,)
et. al.; Jane and John Doe)
Psyciatrist/Psychologist, et. al.,)
)
)
Defendants.)
)

I hereby certify that I have this day served a copy of the within and foregoing *pleading*, upon all parties to this matter by electronic mail and/or regular U.S. Mail, proper postage prepaid, addressed to counsel of record as follows:

Anthony-Shane Martin
c/o Wellpath
4546 Broad River Road
Columbia, SC 29210
Pro Se Plaintiff

This 3rd day of February, 2025.

s/Kristen K. Thompson
Kristen K. Thompson

Copeland, Stair, Valz & Lovell, LLP
40 Calhoun Street, Suite 400
Charleston, SC 29401
Ph: 843-727-0307