

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
FORT MYERS DIVISION

In re:

Chapter 11

CHS FL, LLC, *et al.*,¹

Case No. 2:26-bk-01087-FMR

Jointly Administered

Debtors.

**EMERGENCY MOTION FOR RELIEF FROM THE AUTOMATIC STAY
TO TERMINATE HEALTH SERVICES AGREEMENT AND FOR
TURNOVER OF PATIENT RECORDS, EQUIPMENT, AND DATA**

(Emergency Hearing Requested)

Basis for Requested Emergency Hearing

Brevard County Sheriff's Office respectfully request that the Court conduct an emergency hearing on this Motion due to the imminent threat to the health, safety, and welfare of approximately 1,450 to 1,806 inmates currently housed at the Brevard County Jail Complex who are without adequate medical care, pharmacy services, or medical staffing as a result of the Debtor's complete abandonment of its contractual obligations.

Brevard County Sheriff's Office ("BCSO"), by and through undersigned counsel, pursuant to 11 U.S.C. § 362(d), Fed. R. Bankr. P. 4001, Local Rule 4001-1, and Local Rule 9013-1, hereby moves this Court, on an emergency basis, to enter an order granting relief from the automatic stay to permit BCSO to terminate the Agreement (as defined below) and for turnover of patient records, equipment and data, and in support of the relief requested states as follows:

¹ The address of the Lead Debtor is 3347 Tamiami Trail E., Naples, FL 34112. The last four digits of the Debtors' federal tax identification numbers are: (i) CHS FL, LLC (5547); (ii) YesCare Corp. (5961) (iii) CHS TX, Inc. (5886); and (iv) CHS AL, LLC (0801).

JURISDICTION AND VENUE

1. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334 and 157. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(G). Venue is proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409.

2. The statutory predicates for the relief requested herein are 11 U.S.C. §§ 362(d)(1), 362(b)(4), and 105(a), Federal Rule of Bankruptcy Procedure 4001, Local Rule 4001-1, and Local Rule 9013-1(c).

BACKGROUND

1. On May 8, 2026 (the "Petition Date"), the Debtor filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code in this Court.

2. The Debtor, through its operating subsidiary CHS TX, Inc. d/b/a YesCare ("YesCare"), is the contracted provider of all medical, dental, behavioral health, and pharmacy services to approximately 1,450 to 1,806 inmates in the care, custody, and control of the Sheriff at the Brevard County Jail Complex (the "Jail") pursuant to that certain Health Services Agreement effective February 1, 2020, as subsequently amended by the First Amendment (effective September 4, 2021), the Second Amendment (effective February 1, 2022), the Amended and Restated Health Services Agreement (effective October 1, 2022), the Fourth Amended and Restated Health Services Agreement (effective October 1, 2023), the Fifth Amended and Restated Health Services Agreement (effective October 1, 2024), and the Addendum to the Fifth Amended and Restated Health Services Agreement (effective October 1, 2024) (collectively, the "Agreement").

3. The Sheriff is a county constitutional officer and a county charter officer under the laws of the State of Florida. The Sheriff is charged by law with the responsibility for obtaining and

providing reasonably necessary medical care for all detainees and inmates in the care, custody, and control of the Sheriff housed at the Jail.

4. Under the Agreement, the current annual base compensation payable to YesCare is \$10,107,936.00, payable in twelve (12) equal monthly installments of \$842,328.00.

5. The electronic medical records for inmates at the Jail are maintained using software provided by CorEMR, L.C. ("CorEMR"), a Utah limited liability company, pursuant to that certain CorEMR, L.C. and Corizon Master Agreement (Electronic Medical Records Software) dated December 24, 2019 (the "CorEMR Master Agreement"), and the accompanying Master Software License Agreement of the same date (the "CorEMR License Agreement") (collectively, the "CorEMR Agreements"). The CorEMR Agreements were entered into between CorEMR and Corizon Health, Inc. (the Debtor's predecessor), and Brevard County is identified as a covered Facility on Schedule 1 thereto. Pursuant to Section 5 of the CorEMR License Agreement, CorEMR has expressly disclaimed any ownership interest in the medical data, stating: "CorEMR has no claim of ownership as to any medical data (or to intellectual property rights therein), being accessed by use of the Software." Pursuant to Section 1(G) of the CorEMR Master Agreement, upon termination CorEMR is obligated to provide "a stand alone, read only program for each Facility that allows each Facility to search for, view, print and export to a replacement electronic medical record system such electronic medical records in the same format in which the data was stored immediately preceding termination of this Agreement, along with a data schema describing how such data is stored." Section 1(G) further provides that "CorEMR shall ensure that CORIZON has access to a data dictionary for the Software both during and after termination of this Agreement." Additionally, CorEMR is obligated to "use commercially reasonable efforts to develop and provide CORIZON a pdf export tool." Pursuant to Section 6 of the CorEMR Master

Agreement, upon termination, "CorEMR shall convert the Software to a read only configuration and leave CORIZON protocol forms in place, and CorEMR shall provide a license to permit the Facility to use the CorEMR software in the read only configuration indefinitely at no cost."

THE DEBTOR'S PRE-PETITION AND POST-PETITION DEFAULTS

6. The Debtor's defaults under the Agreement commenced well before the Petition Date and have continued unabated since:

a. On or about April 20, 2026, the Sheriff received documentation reflecting that YesCare had \$341,477.00 in unpaid medical claims owed to outside medical providers as of March 31, 2026. Under Article I, Section 1.5 of the Agreement, YesCare is obligated to pay all invoices associated with Outside Medical Services.

b. On or about April 28, 2026, Clinical Solutions Pharmacy ("CSP"), the contracted pharmacy vendor providing medications to inmates at the Jail through YesCare, notified YesCare in writing that CSP would no longer provide pharmaceutical services due to YesCare's failure to pay CSP for two to three months. The amounts owed by YesCare to CSP for Brevard County services totaled \$147,569.00. Under Article I, Section 1.12 of the Agreement, YesCare is obligated to "at its sole expense provide pharmacy services management, including providing and administering at no additional cost medicines, including prescribed drugs, to the Inmates."

c. On April 30, 2026, Bruce Teal, a representative of YesCare, communicated to Chief Dan Singleton of the Brevard County Sheriff's Office ("BCSO") that YesCare was experiencing financial difficulties, that YesCare's private equity ownership had "removed too much cash leaving them financially strained," and that BCSO should develop a contingency plan for another medical provider to take over services by July 31, 2026.

d. On May 14, 2026, YesCare's on-site Health Services Administrator, Katie Patterson, communicated to Chief Singleton her belief that no YesCare employees were going to report for their shifts at the Jail from that day forward. The Debtor has provided no staffing at the Jail since on or about that date. Under Article II, Section 2.1 of the Agreement, YesCare is obligated to "provide medical, dental, technical, behavioral health services, and support personnel as necessary for the rendering of health care and behavioral health services to inmates at the Jail."

e. As of the date of this Motion, and to the knowledge of the Sheriff, YesCare has not been able to contract with a replacement pharmaceutical vendor. The "backup pharmacy" arrangement (a CVS Pharmacy prepaid card system under YesCare's control) was never intended as a sustainable substitute and will cease to function once the prepaid funds are exhausted.

7. On May 8, 2026, YesCare's CEO, Jeff Sholey, issued a memorandum to YesCare employees indicating that YesCare determined that Chapter 11 bankruptcy was required following a \$307 million adverse jury verdict in a professional liability matter in federal court in Michigan. The memorandum acknowledged that payroll processing for YesCare employees was contingent upon bankruptcy court approval of a motion scheduled for hearing on May 11, 2026.

8. Other than courtesy forwarding of internal memoranda, BCSO never received formal written notice from YesCare of the bankruptcy filing as required by the notice provisions of Article XI, Section 11.3 of the Agreement.

9. Since on or about May 8, 2026, the Sheriff has been required to expend considerable resources contacting pharmaceutical companies and staffing agencies to ensure that BCSO can provide the adequate standard of care left void by YesCare's cessation of services. These costs are direct costs incurred by BCSO as a result of the Debtor's failure to perform under the Agreement.

CAUSE EXISTS FOR RELIEF FROM THE AUTOMATIC STAY

10. Cause exists under 11 U.S.C. § 362(d)(1) for relief from the automatic stay to permit the Sheriff to terminate the Agreement. The Debtor has materially defaulted in the performance of its material obligations under the Agreement, including but not limited to: (a) total cessation of staffing; (b) failure to provide pharmacy services; (c) failure to pay outside medical providers; and (d) failure to provide any health care services whatsoever to the inmates in the Sheriff's custody since on or about May 8, 2026.

11. The Debtor cannot provide adequate assurance of future performance as would be required to assume this executory contract under 11 U.S.C. § 365(b)(1).

12. The Sheriff's right to terminate the Agreement is based on Article VIII, Section 8.2(c) of the Agreement, which provides that in the event either party gives notice that the other party has materially defaulted in the performance of any of its material obligations and such default is not cured within thirty (30) days following written notice, the non-defaulting party shall have the right to immediately terminate the Agreement. The defaults described herein have persisted for more than thirty (30) days without cure.

13. In the alternative, relief is not required because the Sheriff's actions constitute an exercise of governmental police and regulatory power exempt from the automatic stay under 11 U.S.C. § 362(b)(4). The Sheriff is a governmental unit exercising his constitutional and statutory obligation to provide reasonably necessary medical care to persons in his custody. The failure to secure adequate medical services for inmates exposes the Sheriff to liability under the Eighth Amendment to the United States Constitution and 42 U.S.C. § 1983, and places inmates at imminent risk of serious bodily harm or death.

IRREPARABLE HARM AND PUBLIC SAFETY EMERGENCY

14. Approximately 1,450 to 1,806 inmates are currently housed at the Jail. These inmates cannot obtain their own medical care. They are entirely dependent upon the Sheriff to provide it.

15. Without relief from the stay, the Sheriff is legally bound to a provider that has abandoned its obligations. The Sheriff cannot engage a replacement provider on a permanent basis, cannot redirect the monthly contract payment to fund emergency services, and cannot take the actions necessary to fulfill his constitutional and statutory obligations to provide inmate medical care.

16. Every day that passes without adequate medical staffing and pharmacy services at the Jail creates a risk that an inmate will suffer serious injury or death due to: (a) inability to receive prescribed medications, including insulin, cardiac medications, anti-seizure medications, and psychotropic medications; (b) inability to receive emergency medical treatment; (c) inability to receive intake medical screenings at booking; and (d) inability to receive routine medical care for chronic conditions.

17. The granting of this Motion will not prejudice the Debtor or the bankruptcy estate. The Debtor is not performing under the Agreement and has no present ability to perform. The Agreement generates no revenue for the estate in its current state of non-performance. To the contrary, continued non-performance exposes the estate to additional administrative claims and liability.

RELIEF REQUESTED AND REQUEST FOR EMERGENCY HEARING

18. The Sheriff respectfully requests that this Court enter an order on an emergency basis and further requests that the Court schedule an emergency hearing on this Motion at the

earliest available date and time. The urgency of this request is necessitated by the complete cessation of medical services at the Jail and the imminent threat to inmate health and safety. The Sheriff requests that the Court enter and order:

a. Granting the Sheriff relief from the automatic stay, nunc pro tunc to May 8, 2026, to terminate the Agreement for cause based on the Debtor's material defaults, and declaring the Agreement terminated effective as of May 8, 2026;

b. Directing the Debtor to immediately deliver to the Sheriff all patient medical records, both physical and electronic, for all inmates who have received health care services under the Agreement, in compliance with Article V, Section 5.1 of the Agreement, which provides that "Upon the expiration or termination of this Agreement, all medical records shall be delivered to and remain with the Sheriff";

c. Directing the Debtor to immediately provide the Sheriff with full and complete access to the electronic medical record database, including all patient data, in a format compatible with the Sheriff's information technology systems, in compliance with Article V, Section 5.2 of the Agreement;

d. Directing the Debtor to immediately cause CorEMR, L.C., pursuant to the CorEMR Agreements, to: (i) provide the Sheriff, as the applicable Facility, with a standalone, read-only program that allows the Sheriff to search for, view, print, and export to a replacement electronic medical record system all electronic medical records for the Jail in the same format in which the data was stored immediately preceding termination, together with a data schema describing how such data is stored, as required by Section 1(G) of the CorEMR Master Agreement; (ii) provide the Sheriff with access to the data dictionary for the Software, as required by Section 1(G) of the CorEMR Master Agreement; (iii) convert the Software to a read-only configuration

and provide the Sheriff with a perpetual, no-cost license to use the CorEMR software in said read-only configuration, as required by Section 6 of the CorEMR Master Agreement; (iv) provide the Sheriff with a complete export of all inmate medical data stored in the CorEMR system for the Jail, including but not limited to all patient records, clinical notes, intake screenings, medication administration records, lab results, imaging records, chronic care records, and behavioral health records, in a format compatible with the Sheriff's information technology systems and utilizing any pdf export tool or other export functionality developed pursuant to Section 1(G) of the CorEMR Master Agreement; and (v) to the extent the Debtor has the right to assign its rights under the CorEMR Agreements with respect to the Brevard County Facility pursuant to Section 15 of the CorEMR Master Agreement, directing the Debtor to assign all such rights to the Sheriff, or alternatively, directing the Debtor to cooperate with and consent to the Sheriff entering into a direct agreement with CorEMR for continued access to the data and read-only software;

e. Directing the Debtor to transfer to the Sheriff, at no cost, all public records in the Debtor's possession created or maintained in connection with the Agreement, including but not limited to staffing reports, Outside Medical Services reports, financial records, third-party reimbursement records, accreditation records, and all other records required to be maintained under Florida's public records law (Chapter 119, Florida Statutes) and Article V, Section 5.10 of the Agreement;

f. Directing the Debtor to immediately deliver to the Sheriff all current inmate medication lists, prescription records, pharmacy formulary data, medication administration records, and any other pharmacy-related records necessary for continuity of care;

g. Directing the Debtor to return to the Sheriff all Sheriff-owned medical and office equipment in the Debtor's possession and control, in working order (reasonable wear and

tear excepted), and all medical supplies on hand at the Jail, in compliance with Article VII, Sections 7.2 and 7.5 of the Agreement;

h. Directing the Debtor to return all electronic health record equipment (whether owned by the Sheriff or the Debtor) necessary for the continued operation of the Jail's medical program, in compliance with Article VII, Section 7.6 of the Agreement;

i. Directing the Debtor to confirm that a professional liability insurance tail policy has been secured and remains in force covering services performed during the term of the Agreement, as required by Article X, Section 10.1 of the Agreement, and to provide the Sheriff with written proof of such coverage within seven (7) days of entry of the order;

j. Authorizing the Sheriff to withhold, offset, and redirect the monthly contract payment of \$842,328.00, and any other amounts that would otherwise be payable to the Debtor under the Agreement, to fund the cost of emergency and replacement medical, pharmacy, and staffing services for the Jail, consistent with Article XI, Section 11.14 of the Agreement, which provides that "the Sheriff shall be entitled to a credit or reimbursement for any cost the Sheriff incurs for any medical services required to be performed by [YesCare] when and to the extent that [YesCare] shall fail to perform";

k. Authorizing the Sheriff to deduct from any amounts otherwise payable to the Debtor the full value of all unfilled staffing hours from the date of the Debtor's cessation of services, in accordance with Article II, Section 2.2 of the Agreement;. As of March 31, 2026 those credits total \$35,140.19.

l. Declaring that the Sheriff's right to pursue a claim against the Performance Bond (Bond No. 0255801, issued by Berkley Insurance Company, in the penal amount of

\$2,000,000.00) is not subject to the automatic stay, as such claim is against a non-debtor surety, and authorizing the Sheriff to provide notice of default and pursue recovery thereunder;

m. Providing that the termination of the Agreement and the relief granted herein shall be without prejudice to any claims the Sheriff may have against the Debtor's estate, including but not limited to claims for damages arising from the Debtor's breach of the Agreement, claims under the indemnification provisions of Article X, Section 10.3 of the Agreement, and claims for costs incurred by the Sheriff to provide replacement services; and

n. Granting such other and further relief as the Court deems just and proper.

CONCLUSION

WHEREFORE, the Sheriff respectfully requests that this Honorable Court: (i) grant this Motion; (ii) schedule an emergency hearing at the earliest available date and time; (c) enter an order substantially in the form attached hereto as **Exhibit A**, granting the relief set forth above; and (d) grant such other and further relief as the Court deems just and proper.

Dated: May 19, 2026

BERGER SINGERMANN LLP
Counsel for BSO
111 N. Magnolia Avenue, Suite 1450
Orlando, FL 32801
Telephone: (407) 743-7900

By: /s/ Nicolette C. Vilmos
Nicolette C. Vilmos
Florida Bar No.: 469051
nvilmos@bergersingerman.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was served on May 19, 2026, by electronic transmission through the Court's CM/ECF system upon all registered parties on the below CM/ECF Service List and via U.S. Mail upon the Debtor, YesCare, 205 Powell Place, Suite 104, Brentwood, TN 37027.

By: /s/ Nicolette C. Vilmos
Nicolette C. Vilmos

CM/ECF SERVICE LIST

- **Jeffrey Ainsworth** jeff@bransonlaw.com, shelly@bransonlaw.com; tammy@bransonlaw.com; jennifer@bransonlaw.com; amanda@bransonlaw.com; cole@bransonlaw.com; lisa@bransonlaw.com; tammy@ecf.courtdrive.com; deanna@bransonlaw.com; service@bransonlaw.com; email@
- **Adisley Cortez-Rodriguez** adisley.m.cortez-rodriguez@usdoj.gov
- **Michael R Dal Lago** mike@dallagolaw.com, kim@dallagolaw.com, fbravo@dallagolaw.com, 11530@notices.nextchapterbk.com, fvazquez@dallagolaw.com, ablakley@dallagolaw.com
- **Eric Goodman** egoodman@brownrudnick.com
- **Trinitee Gale Green** tggreen@polsinelli.com
- **Christian G Haman** chaman@dallagolaw.com, kim@dallagolaw.com, fbravo@dallagolaw.com, fvazquez@dallagolaw.com, 11530@notices.nextchapterbk.com, ablakley@dallagolaw.com
- **Zachary Hemenway** zachary.hemenway@stinson.com
- **Matthew I Kramer** mkramer@wwhgd.com, atratarou@wwhgd.com
- **Conor McLaughlin** conor.mclaughlin@usdoj.gov
- **Pamela Elchert Thurmond** pamela.thurmond@phila.gov
- **United States Trustee - FTM** USTPRegion21.TP.ECF@USDOJ.GOV
- **Marc Weintraub** marc.weintraub@stinson.com, kaley.ryder@stinson.com
- **Nicholas Zluticky** nicholas.zluticky@stinson.com

EXHIBIT A

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
FORT MYERS DIVISION

In re:

Chapter 11

CHS FL, LLC, *et al.*,¹

Case No. 2:26-bk-01087-FMR
Jointly Administered

Debtors.

_____/

**ORDER GRANTING EMERGENCY MOTION FOR RELIEF FROM THE AUTOMATIC
STAY TO TERMINATE HEALTH SERVICES AGREEMENT AND FOR
TURNOVER OF PATIENT RECORDS, EQUIPMENT, AND DATA**

THIS MATTER came before the Court for hearing on May __, 2026, at _____.m., in Fort Myers, Florida, upon the *Emergency Motion for Relief from the Automatic Stay to Terminate Health Services Agreement and for Turnover of Patient Records, Equipment and Data* (the “Motion”) [ECF No. __] filed by Brevard County Sheriff’s Office.² The Court, having considered

¹ The address of the Lead Debtor is 3347 Tamiami Trail E., Naples, FL 34112. The last four digits of the Debtors’ federal tax identification numbers are: (i) CHS FL, LLC (5547); (ii) YesCare Corp. (5961) (iii) CHS TX, Inc. (5886); and (iv) CHS AL, LLC (0801).

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

the Motion and presentation of counsel, and, for the reasons states in open Court, which shall constitute the decision of the Court, it is

ORDERED that.

1. The Motion is **GRANTED**.
2. The automatic stay provisions of 11 U.S.C. § 362(a) are modified pursuant to Section 362(d)(1) and Bankruptcy Rule 4001(d), as follows:

- (i) Authorizing the Sheriff to terminate the Agreement, *nunc pro tunc* to May 8, 2026;
- (ii) Directing the Debtor to immediately deliver to the Sheriff all patient medical records, both physical and electronic, for all inmates who have received health care services under the Agreement;
- (iii) Directing the Debtor to immediately provide the Sheriff with full and complete access to the electronic medical record database, including all patient data, in a format compatible with the Sheriff's information technology systems;
- (iv) Directing the Debtor to immediately cause CorEMR, L.C., pursuant to the CorEMR Agreements to (a) provide the Sheriff with the standalone, read-only program that allows the Sheriff to search for, view, print, and export to a replacement electronic medical record system all electronic records for the Jail in the same format in which the data was stored immediately preceding termination, together with a data schema describing how such data is stored, as required by Section 1(G) of the CorEMR Master Agreement; (b) provide the Sheriff with access to the data dictionary for the

Software, as required by Section 1(G) of the CorEMR Master Agreement; (c) convert the Software to a read-only configuration and provide the Sheriff with a perpetual, no-cost license to use the CorEMR software in said read-only configuration, as required by Section 6 of the CorEMR Master Agreement; (d) provide the Sheriff with a complete export of all inmate medical data stored in the CorEMR system for the Jail, including but not limited to all patient records, clinical notes, intake screenings, medication administration records, lab results, imaging records, chronic care records, and behavioral health records, in a format compatible with the Sheriff's information technology systems and utilizing any pdf export tool or other export functionality developed pursuant to Section 1(G) of the CorEMR Master Agreement; and (e) to the extent the Debtor has the right to assign its rights under the CorEMR Agreements with respect to the Brevard County Facility pursuant to Section 15 of the CorEMR Master Agreement, directing the Debtor to assign all such rights to the Sheriff, or alternatively, directing the Debtor to cooperate with and consent to the Sheriff entering into a direct agreement with CorEMR for continued access to the data and read-only software;

- (v) Directing the Debtor to transfer to the Sheriff, at no cost, all public records in the Debtor's possession created or maintained in connection with the Agreement, including but not limited to staffing reports, Outside Medical Services reports, financial records, third-party reimbursement records, accreditation records, and all other records required to be maintained under

Florida's public records law (Chapter 119, Florida Statutes) and Article V, Section 5.10 of the Agreement;

- (vi) Directing the Debtor to immediately deliver to the Sheriff all current inmate medication lists, prescription records, pharmacy formulary data, medication administration records, and any other pharmacy-related records necessary for continuity of care;
- (vii) Directing the Debtor to return to the Sheriff all Sheriff-owned medical and office equipment in the Debtor's possession and control, in working order (reasonable wear and tear excepted), and all medical supplies on hand at the Jail, in compliance with Article VII, Sections 7.2 and 7.5 of the Agreement;
- (viii) Directing the Debtor to return all electronic health record equipment (whether owned by the Sheriff or the Debtor) necessary for the continued operation of the Jail's medical program, in compliance with Article VII, Section 7.6 of the Agreement;
- (ix) Directing the Debtor to confirm that a professional liability insurance tail policy has been secured and remains in force covering services performed during the term of the Agreement, as required by Article X, Section 10.1 of the Agreement, and to provide the Sheriff with written proof of such coverage within seven (7) days of entry of the order;
- (x) Authorizing the Sheriff to withhold, offset, and redirect the monthly contract payment of \$842,328.00, and any other amounts that would otherwise be payable to the Debtor under the Agreement, to fund the cost of emergency and replacement medical, pharmacy, and staffing services for

the Jail, consistent with Article XI, Section 11.14 of the Agreement, which provides that "the Sheriff shall be entitled to a credit or reimbursement for any cost the Sheriff incurs for any medical services required to be performed by [YesCare] when and to the extent that [YesCare] shall fail to perform";

- (xi) Authorizing the Sheriff to deduct from any amounts otherwise payable to the Debtor the full value of all unfilled staffing hours from the date of the Debtor's cessation of services, in accordance with Article II, Section 2.2 of the Agreement;. As of March 31, 2026 those credits total \$35,140.19;
- (xii) Declaring that the Sheriff's right to pursue a claim against the Performance Bond (Bond No. 0255801, issued by Berkley Insurance Company, in the penal amount of \$2,000,000.00) is not subject to the automatic stay, as such claim is against a non-debtor surety, and authorizing the Sheriff to provide notice of default and pursue recovery thereunder;
- (xiii) Providing that the termination of the Agreement and the relief granted herein shall be without prejudice to any claims the Sheriff may have against the Debtor's estate, including but not limited to claims for damages arising from the Debtor's breach of the Agreement, claims under the indemnification provisions of Article X, Section 10.3 of the Agreement, and claims for costs incurred by the Sheriff to provide replacement services; and
- (xiv) Granting such other and further relief as the Court deems just and proper.

3. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Order.

#

(Attorney Nicolette C. Vilmos is directed to serve a copy of this order on interested parties who do not receive service by CM/ECF and to file a proof of service within three days of entry of the order.)