

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

|                                  |   |  |
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| -----                            | X |  |
| In re                            | : | Chapter 11                                     |
|                                  | : |  |
| CANO HEALTH, INC.,               | : | Case No. 24–10164 (KBO)                        |
|                                  | : |  |
| Reorganized Debtor. <sup>1</sup> | : | Obj Deadline: April 1, 2025 at 4:00 p.m. (ET)  |
| -----                            | X | Hearing Date: April 8, 2025 at 10:30 a.m. (ET) |

**MOTION OF REORGANIZED DEBTORS FOR ENTRY OF AN  
ORDER (I) ENFORCING THE PLAN AND CONFIRMATION ORDER,  
(II) IMPOSING SANCTIONS AND (III) GRANTING RELATED RELIEF**

Cano Health, Inc. and the Closed Case Debtors (the “**Reorganized Debtors**,” and prior to the Effective Date (as defined below), the “**Debtors**”), respectfully represent as follows in support of this motion (the “**Motion**”):

**Relief Requested**

1. By this Motion, the Reorganized Debtors request entry of an order, substantially in the form attached hereto as **Exhibit A** (the “**Proposed Order**”) (i) enforcing the provisions of sections 524 and 1141 of title 11 of the United States Code (the “**Bankruptcy Code**”), the Plan (as defined below), and the Confirmation Order (as defined below), and compelling Dr. Casey G. Boyer (“**Boyer**”) to dismiss the action captioned *Boyer v. Cano Health, LLC*, Case No. 2025-CA-000603 (AMB) (Fla. Cir. Ct. Jan. 23, 2025) (the “**Florida Action**”), with prejudice, (ii) imposing sanctions, including awarding attorneys’ fees, against Boyer for violation of the Plan and the Confirmation Order, and (iii) granting related relief.

<sup>1</sup> The Reorganized Debtor in this chapter 11 case, along with the last four digits of the Reorganized Debtor’s federal tax identification number, is Cano Health, Inc. (4224) (“**CHI**”). On August 13, 2024, the Court entered an order closing the chapter 11 cases of CHI’s debtor affiliates, (collectively, the “**Closed Case Debtors**”). A complete list of the Closed Case Debtors may be obtained on the website of the Reorganized Debtor’s claims and noticing agent at <https://veritaglobal.net/canohealth>. The Reorganized Debtor’s mailing address is 9725 NW 117th Avenue, Miami, Florida 33178.



## **Background**

### **A. General Background**

2. Beginning on February 4, 2024 (the “**Petition Date**”), the Debtors each commenced a voluntary case under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”) with the United States Bankruptcy Court for the District of Delaware (the “**Court**”). No trustee or examiner was appointed in the Debtors’ chapter 11 cases.

3. The Debtors’ chapter 11 cases were jointly administered for procedural purposes only pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure and Rule 1015-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware.

4. On February 21, 2024, the Office of the United States Trustee for the District of Delaware appointed the Official Committee of Unsecured Creditors (the “**Creditors’ Committee**”).<sup>2</sup>

### **B. The Plan and Confirmation Order**

5. On June 28, 2024, the Court entered an order [Docket No. 1148] (the “**Confirmation Order**”) confirming the *Modified Fourth Amended Joint Chapter 11 Plan of Reorganization of Cano Health, Inc. and Its Affiliated Debtors* [Docket No. 1125] (including any exhibits, schedules, and supplements thereto and as may be amended, restated, supplemented, or otherwise modified from time to time in accordance with the terms thereof, the “**Plan**”).<sup>3</sup> On the

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<sup>2</sup> Pursuant to section 12.3 of the Plan (as defined herein), except for certain limited purposes, including to prosecute fee applications, the Creditors’ Committee dissolved on the Effective Date (as defined herein). *See* Plan § 12.3.

<sup>3</sup> Capitalized Terms used but not defined herein have the meanings ascribed to such terms in the Plan.

same day (the “**Effective Date**”), the Plan was substantially consummated and became effective.  
*See* Docket No. 1152.

6. Pursuant to section 10.3 of the Plan (the “**Discharge Provision**”), prepetition claims against the Debtors were discharged. Specifically, section 10.3 of the Plan provides:

Upon the Effective Date and in consideration of the distributions to be made hereunder, except as otherwise expressly provided herein, each holder (as well as any representatives, trustees, or agents on behalf of each holder) of a Claim or Interest and any affiliate of such holder shall be deemed to have forever waived, released, and discharged the Debtors, to the fullest extent permitted by section 1141 of the Bankruptcy Code, of and from any and all Claims, Interests, rights, and liabilities that arose prior to the Effective Date. Upon the Effective Date, all such Entities shall be forever precluded and enjoined, pursuant to section 524 of the Bankruptcy Code, from prosecuting or asserting any such discharged Claim against or terminated Interest in the Debtors against the Debtors or the Reorganized Debtors or any of their assets or property, whether or not such holder has filed a proof of claim and whether or not the facts or legal bases therefor were known or existed prior to the Effective Date.

Plan § 10.3. Paragraph 31 of the Confirmation Order includes substantially the same language.

7. In addition, section 10.5 of the Plan includes an injunction (the “**Plan Injunction**”) prohibiting holders of Claims against the Debtors that were treated pursuant to the Plan from commencing or continuing any suit, action, or other proceeding with respect to such claims. Specifically, section 10.5 of the Plan provides:

all Entities who have held, hold, or may hold Claims against or Interests in any or all of the Debtors (whether proof of such Claims or Interests has been filed or not and whether or not such Entities vote in favor of, against or abstain from voting on the Plan or are presumed to have accepted or deemed to have rejected the Plan) and other parties in interest, along with their respective present or former employees, agents, officers, directors, principals, and affiliates, are permanently enjoined, on and after the Effective Date, solely with respect to any Claims, Interests, and Causes of Action that will be or are extinguished, discharged, released, or treated pursuant to the

Plan from (i) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action, or other proceeding of any kind (including any proceeding in a judicial, arbitral, administrative or other forum) against or affecting the Released Parties<sup>4</sup> or the property of any of the Released Parties.

8. Paragraph 32 of the Confirmation Order expressly approves the Plan Injunction and provides that such injunction is “binding on all persons and Entities, to the extent provided in the Plan, without further order or action by the Court.”

### C. The Boyer Claim

9. On or around May 7, 2021, Boyer and Debtor Cano Health, LLC (“**Cano LLC**”) entered into that certain *Asset Purchase Agreement* (the “**Boyer APA**”), pursuant to which the Debtors agreed to acquire Boyer’s medical practice. In connection therewith, Boyer and Cano LLC entered into that certain *Employment Agreement*, dated as of May 7, 2021 (the “**Boyer Employment Agreement**,” and together with the Boyer APA, the “**Boyer Agreements**”), pursuant to which the Debtors employed Boyer as a physician providing outpatient medical services.

10. As a result of his status as an employee and potential creditor of the Debtors, Boyer was served with, among other documents, the *Notice of Chapter 11 Bankruptcy Case* [Docket No. 119], the *Notice of Deadlines to File Proofs of Claim* [Docket No. 446], and the *Notice of Hearing to Consider Approval of the Proposed Disclosure Statement for Joint Chapter*

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<sup>4</sup> Pursuant to the Plan, “Released Parties means, collectively, and in each case, solely in their capacities as such: **(a) the Debtors, (b) the Reorganized Debtors**, (c) each Consenting Creditor, (d) the DIP Agent, (e) the DIP Lenders and the DIP Backstop Parties, (f) the Fronting Lender, (g) the Escrow Agent, (h) the Ad Hoc First Lien Group and the Prepetition Secured Parties, (i) the Senior Notes Indenture Trustee, (j) the Patient Care Ombudsman, (k) the Exit Facility Agent, (l) the Exit Facility Lenders, (m) the Creditors’ Committee and its members, (n) the Total Health Sellers, (o) Mark D. Kent, (p) Frederick Green, in his capacity as former officer of the Debtors, (q) Jacqueline Guichelaar, in her capacity as former director of the Debtors, and (r) with respect to each of the foregoing, all Related Parties. . .” Plan § 1.184 (emphasis added).

*11 Plan of Reorganization of Cano Health, Inc. and Its Affiliated Debtors* [Docket No. 502]. See Docket Nos. 210, 475, 610.

11. On April 19, 2024, Boyer filed proof of claim number 506 (the “**Boyer POC**”)<sup>5</sup> in the Debtors’ chapter 11 cases. The Boyer POC asserts a claim in the amount of \$111,800, of which \$15,550 was asserted as a priority claim for wages under section 507(a)(4) of the Bankruptcy Code. According to the documentation attached to the Boyer POC, Boyer reserved his right to assert additional amounts and to seek allowance of all or part of the claim as an administrative expense. The Boyer POC is based on the Boyer Employment Agreement and asserts: (i) \$110,000 (the “**Bonus Claim**”) on account of an annual performance bonus allegedly owing under the Boyer Employment Agreement, and (ii) \$1,700.00 as reimbursement for certain continuing education and licensing expenses that Cano LLC was allegedly required to pay under the Boyer Employment Agreement (the “**Reimbursement Claim**,” and together with the Bonus Claim, the “**Boyer Claims**”).

12. As a result of the asserted Boyer Claims, and in accordance with the *Order (I) Approving Proposed Disclosure Statement and Form and Manner of Notice of Disclosure Statement Hearing, (II) Establishing Solicitation and Voting Procedures, (III) Scheduling Confirmation Hearing, (IV) Establishing Notice and Objection Procedures for Confirmation of Proposed Plan, and (V) Granting Related Relief* [Docket No. 865] (the “**Solicitation Procedures Order**”), Boyer was served with the Confirmation Hearing Notice [Docket No. 868] and a USB drive containing copies of the Plan and other solicitation documents. See Docket No. 1006. Such documents set forth the procedures for filing objections to the Plan. Despite having been sent such documents, Boyer did not object to the Plan, the Discharge Provision, or the Plan Injunction.

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<sup>5</sup> A true and correct copy of the Boyer POC is attached hereto as **Exhibit B**.

13. As set forth above, the Plan was confirmed and the Effective Date of the Plan occurred on June 28, 2024. Thereafter, Boyer was served with the *Notice of Occurrence of Effective Date and Entry of Order Confirming Modified Fourth Amended Joint Chapter 11 Plan of Reorganization of Cano Health, Inc. and Its Affiliated Debtors* [Docket No. 1152] (the “**Effective Date Notice**”). See Docket No. 1245.

#### **D. The Boyer Motion**

14. On October 15, 2024, Boyer filed *Dr. Casey Boyer’s Motion to Compel Enforcement of Employment Agreement* [Docket No. 1491] (the “**Boyer Motion**”), requesting entry of an order requiring the Debtors to pay \$109,368 on account of the same Boyer Claims that were asserted in the Boyer POC. The Boyer Motion argues that the Boyer Employment Agreement was assumed pursuant to the Plan, and accordingly, that the Boyer Claims must be paid, presumably as amounts necessary to cure purported defaults under the Boyer Employment Agreement. The Boyer Motion acknowledges the entry of the Confirmation Order and the occurrence of the Effective Date. Boyer Motion at ¶ 3.

15. On November 1, 2024, the Reorganized Debtors filed an objection to the Boyer Motion [Docket No. 1506] (the “**Objection**”). In the Objection, the Reorganized Debtors argued the Boyer Motion should be denied because, among other reasons, the Boyer Employment Agreement could not have been assumed because it was terminated by Boyer months prior to the Effective Date.<sup>6</sup> In the Objection, the Debtors further explained that any claims under the Boyer

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<sup>6</sup> As set forth in the Objection, Boyer terminated the Boyer Employment Agreement effective as of April 25, 2024. Section 5.12 of the Plan, which pertains to employment agreements specifically, provides that terminated employment agreements were not assumed or assumed and assigned. Specifically, section 5.12 provides, “[t]he Debtors shall assume or assume and assign to the applicable Reorganized Debtors on the Effective Date . . . all Employment Agreements unless previously assumed or rejected by the Debtors . . . .” Plan § 5.12. The term “Employment Agreement” is defined in the Plan to mean, “as to an employee, officer, director, or individual independent contractor, all employment and compensation agreements, in each case, *existing as of the Effective Date*, including any employment, services, separation, retention, incentive, bonus, or similar or related agreements, arrangements, plans, programs, policies or practices, in each case, *as in effect as of the Effective Date*.” Plan §1.92 (emphasis added). The

Employment Agreement were prepetition claims because such claims were based on a prepetition contract.

16. On the eve of the hearing on the Boyer Motion, counsel to Boyer contacted counsel to the Debtors requesting to withdraw the Boyer Motion without prejudice. The Debtors agreed to the withdrawal of the Boyer Motion. *See* Docket No. 1515.

#### **E. The Florida Action**

17. On January 23, 2025, Boyer filed a complaint (the “**Boyer Complaint**”)<sup>7</sup> commencing the Florida Action. The Boyer Complaint asserts the same Boyer Claims asserted in the Boyer POC and the Boyer Motion, and seeks damages in excess of \$100,000.

18. On February 4, 2025, the Debtors sent a letter (the “**February 4 Letter**”) to Boyer’s counsel in the Florida Action. By the February 4 Letter, the Reorganized Debtors requested that Boyer immediately dismiss the Florida Action, with prejudice, because the commencement and continuation of such action is a violation of the Plan Injunction. After receiving the February 4 Letter, counsel to Boyer agreed to provide the Reorganized Debtors with a thirty (30) day extension to respond to the Boyer Complaint while Boyer considered the Reorganized Debtors’ request. On March 10 and March 17, 2025, counsel to the Reorganized Debtors sent additional emails to counsel to Boyer to confirm that Boyer would voluntarily dismiss the Florida Action as requested. On March 17, 2025, Boyer’s counsel finally responded to the

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Boyer Employment Agreement is not an “Employment Agreement” as such term is defined in the Plan because it was terminated and not “in effect” as of the Effective Date. Accordingly, section 5.12 of the Plan, which provided for the assumption of Employment Agreements, is not applicable to the Boyer Employment Agreement. Further, the Boyer Employment Agreement was “terminated pursuant to its terms” prior to the Effective Date and, thus, was not assumed pursuant to section 8.1 of the Plan. *See* Plan § 8.1 (“all executory contracts and unexpired leases . . . shall be deemed assumed or assumed and assigned . . . except for an executory contract or unexpired lease that . . . *previously expired or was terminated pursuant to its own terms*”).

<sup>7</sup> A true and correct copy of the Boyer Complaint is attached hereto as **Exhibit C**.

February 4 Letter, indicating Boyer refused to dismiss the Florida Action and providing the Reorganized Debtors with an additional two-week extension to respond to the Complaint. Thus, the Florida Action remains pending, and the Reorganized Debtors' current deadline to respond to the Complaint is April 7, 2025.

### **Jurisdiction**

19. The Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

20. Pursuant to Local Rule 9013-1(f), the Reorganized Debtors consent to entry of a final order by the Court in connection with this Motion to the extent it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

### **Relief Requested Should Be Granted**

#### **I. Boyer is Bound by the Plan**

21. Section 1141(a) of the Bankruptcy Code provides that “the provisions of a confirmed plan bind . . . any creditor . . . , whether or not the claim . . . of such creditor . . . is impaired under the plan and whether or not such creditor . . . has accepted the plan.” 11 U.S.C. § 1141(a); *see also Kravitz v. Samson Energy Co., LLC (In re Samson Res. Corp.)*, 590 B.R. 643, 649 (Bankr. D. Del. 2018) (“Once a bankruptcy plan is confirmed, it is binding on all parties and all questions that could have been raised pertaining to the plan are entitled to *res judicata* effect.”) (internal quotation and citation omitted).



22. In addition, paragraph 37 of the Confirmation Order provides, “[T]he Plan shall bind every holder of a Claim against or Interest in any Debtor . . . regardless of whether the Claim or Interest of such holder is impaired under the Plan and whether such holder has accepted the Plan.”

23. Boyer is the holder of purported claims against the Debtors. Indeed, Boyer filed the Boyer POC on account of his purported claims. Accordingly, pursuant to section 1141 of the Bankruptcy Code and the Confirmation Order, Boyer is bound by the terms of the Plan.

## **II. The Boyer Claims Were Discharged**

24. As explained in the Objection, the Boyer Claims, if valid, are at most prepetition claims because they are based on a prepetition contract with the Debtors (a prepetition contract that was terminated prior to the Effective Date and not assumed pursuant to the Plan). Courts have routinely held that claims based on prepetition contracts are prepetition claims, even when the breach occurs or payment obligations arise postpetition. *See In re Mallinckrodt PLC*, 99 F.4th 617, 621 (3d Cir. 2024) (“Most contract claims arise when the parties sign the contract.”); *Stratton v. Mariner Health Care, Inc. (In re Mariner Post-Acute Network, Inc.)*, 303 B.R. 42, 45 (Bankr. D. Del. 2003) (“[T]he Plaintiffs asserted counts that involve the breach (albeit post-petition) of a pre-petition contract . . . . Such claims are prepetition-claims”); *In re Trans World Airlines, Inc.*, 275 B.R. 712, 723-724 (Bankr. D. Del. 2002) (agreeing with debtors’ contention that “even post-petition breaches of a pre-petition contract are treated merely as pre-petition claims, not administrative claims, in the absence of assumption of the contract.”) (citations omitted).

25. The Boyer Employment Agreement is clearly a prepetition contract. Indeed, Boyer entered into the agreement in 2021, over three years prior to the Petition Date. As set forth above, Boyer’s right to payment of amounts under the Boyer Employment Agreement

arose when he entered into the contract, and even a postpetition breach of such agreement would only give rise to prepetition claims. Moreover, while Boyer does not appear to be asserting any claims under the Boyer APA, that agreement is also prepetition as it was executed contemporaneously with the Boyer Employment Agreement. Accordingly, to the extent the Debtors breached the Boyer Agreements by failing to make any payments thereunder, such claims are prepetition claims.

26. Pursuant to the Plan, subject to certain exceptions not applicable here,<sup>8</sup> prepetition claims were categorized as “Non-RSA GUC Claims.” *See* Plan § 1.161. Section 4.5 of the Plan sets forth the treatment for such claims and provides that, in exchange for such treatment, Non-RSA GUC claims shall be fully released and discharged. *See* Plan § 4.5(b).

27. As set forth above, the Discharge Provision provides that holders of discharged claims “shall be forever precluded and enjoined, pursuant to section 524 of the Bankruptcy Code, from prosecuting or asserting any such discharged Claim against or terminated Interest in the Debtors against the Debtors or the Reorganized Debtors or any of their assets or property, whether or not such holder has filed a proof of claim and whether or not the facts or legal bases therefor were known or existed prior to the Effective Date.” Plan § 10.3; *see also* Confirmation Order at ¶ 31 (incorporating substantially the same language into the Confirmation Order).

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<sup>8</sup> While the Boyer POC asserts a portion of the Boyer Claim as a wage priority claim under section 507(a)(4) of the Bankruptcy Code, Boyer provides no support for any portion of his claim being entitled to such priority treatment. Section 507(a)(4) affords priority to “allowed unsecured claims” for “wages, salaries, or commissions, “earned within 180 days before the date of the filing of the petition. . .”. 11 U.S.C. § 507(a)(4). Boyer does not provide support for any portion of his claim being earned during the applicable 180 day period. Moreover, even if portions of the Boyer Claim were entitled to priority, such claims would still be subject to the Plan Injunction because such claims would be Class 1 (Other Priority Claims) which were treated pursuant to the Plan. *See* Plan Art. 4.1(b) (setting forth the treatment for Class 1 (Other Priority Claims)); Plan Injunction (Enjoining the prosecution of claims that were “treated pursuant to the Plan.”).

28. Section 524 of the Bankruptcy Code, which is referenced in section 10.3 of the Plan, provides, among other things, that “a discharge in a case under this title . . . (2) operates as an injunction against the commencement or continuation of an action, the employment of process, or an act to collect, recover, or offset any such debt as a personal liability of the debtor, whether or not such discharge is waived.” *See* 11 U.S.C. § 524(a)(2); *see also Stratton v. Mariner Health Care, Inc. (In re Mariner Post-Acute Network, Inc.)*, 303 B.R. 42, 45 (Bankr. D. Del. 2003) (plaintiffs enjoined from pursuing prepetition litigation claims against debtor). Indeed, the legislative history of section 524 of the Bankruptcy Code leaves no question about the finality and sweeping and “complete effect” of the discharge and permanent injunction: Section 524(a) “is intended to insure that once a debt is discharged, the debtor will not be pressured in any way to repay it. In effect, the discharge extinguishes the debt, and creditors may not attempt to avoid that.” H.R. Rep. 595, 95th Cong., 1st Sess. 365-66 (1977); S. Rep. No. 989 95th Cong., 2d Sess. 80 (1978).

29. The Plan Injunction in section 10.5 of the Plan further prohibits efforts to collect discharged claims, providing, in pertinent part that holders of claims that are extinguished, discharged, released, or treated pursuant to the Plan are “permanently enjoined” from “commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action, or other proceeding of any kind (including any proceeding in a judicial, arbitral, administrative or other forum) against or affecting the [Debtors, the Reorganized Debtors or any of their property]” Plan § 10.5.

30. As explained above, the claims asserted in the Florida Action and any other claims Boyer could assert based on the Boyer Agreements were discharged pursuant to the Plan, Confirmation Order, and the Bankruptcy Code. As a result, Boyer is enjoined from taking any

action to collect or recover such claims. By the Florida Action, Boyer attempts to do exactly that. Accordingly, Boyer should be compelled to dismiss the Florida Action.

### **III. The Court Should Award Sanctions, Including Attorney's Fees, Against Boyer**

31. This Court has recognized that bankruptcy courts may award sanctions for contempt of a debtor's confirmation order. *In re Cont'l Airlines, Inc.*, 236 B.R. 318, 330 (Bankr. D. Del. 1999). "To obtain sanctions for civil contempt, three elements must be established: (1) a valid order of the court must exist; (2) the person to be charged with contempt must have actual knowledge of the order; and (3) the person must have disobeyed the order." *Id.* (citing *In re Baker*, 195 B.R. 309, 317 (Bankr. D.N.J. 1996)). All elements are satisfied here.

32. As set forth above, the Court entered the Confirmation Order on June 28, 2024. No appeal was filed with respect to the Confirmation Order, and such order is now final. There can be no dispute that the Confirmation Order is a "valid order."

33. It is also clear that Boyer had actual knowledge of the Confirmation Order. As set forth above, Boyer was served with various notices and papers during the Debtors' chapter 11 cases. Such documents included the Effective Date Notice, which provides "PLEASE TAKE NOTICE THAT on June 28, 2024, the Bankruptcy Court entered the [Confirmation Order]." Indeed, Boyer acknowledges that he had actual notice of the Confirmation Order in the Boyer Motion. Specifically, paragraph 3 of the Boyer Motion provides, "On June 28, 2024 (the "Confirmation Date"), the Court entered an order (Docket No. 1148) (the "Confirmation Order") confirming the Modified Fourth Amended Joint Chapter 11 Plan of Reorganization of Cano Health, Inc. and Its Affiliated Debtors (Docket No. 1125) . . ." Accordingly, there can be no dispute that Boyer had actual knowledge of the Confirmation Order.

34. Despite his knowledge of the Confirmation Order, Boyer disobeyed and violated the Confirmation Order by commencing the Florida Action. For the reasons set forth above, the commencement and continuation of such action are a clear violation of the Discharge Provision and the Plan Injunction. Accordingly, upon being made aware of the Florida Action, the Reorganized Debtors sent the February 4 Letter to Boyer's counsel in such action, requesting the immediate dismissal of the Florida Action, with prejudice. The Debtors hoped such letter would resolve Boyer's violation of the Confirmation Order amicably, without need for intervention by this Court. However, after over a month of delay and without explanation, counsel to Boyer informed counsel to the Reorganized Debtors that Boyer would not withdraw the Florida Action.

35. Boyer's violation of the Plan Injunction is especially egregious in light of his actions with respect to the Boyer Motion. As set forth above, the Florida Action is based on the same underlying claims that were asserted in the Boyer Motion, and indeed, the Boyer POC. The Reorganized Debtors expended significant time and resources in drafting their Objection to the Boyer Motion and preparing for the hearing thereon. The day before the hearing, however, Boyer requested that the Debtors stipulate to the withdrawal of the Boyer Motion and subsequently commenced the Florida Action. It is now apparent that this was done to avoid an adverse ruling by the Court so that Boyer could reassert his claims in what he perceives to be a more favorable forum. Boyer should not be permitted to violate the Confirmation Order to gain a perceived litigation advantage, especially as doing so would result in significant additional costs to the Reorganized Debtors. Sanctions are appropriate in light of this egregious behavior.

36. In sum, by continuing to prosecute the Florida Action, Boyer is knowingly and egregiously violating the Confirmation Order. This Court should award sanctions in favor of

the Reorganized Debtors, at least in the amount of their attorneys' fees incurred in connection with this dispute.

**Notice**

37. Notice of this Motion will be provided to the following parties: (a) the U.S. Trustee (Attn: Benjamin A. Hackman, Esq. (Benjamin.A.Hackman@usdoj.gov) and Jon Lipshie, Esq. (Jon.Lipshie@usdoj.gov)); (b) Paul Hastings LLP, 200 Park Avenue, New York, NY 10166 (Attn: Kris Hansen (krishansen@paulhastings.com) and Erez Gilad (erezgilad@paulhastings.com)) and Cole Schotz P.C., 500 Delaware Avenue, Suite 1410, Wilmington, DE 19801 (Attn: Justin R. Alberto (JAlberto@coleschotz.com)), as counsel to the Litigation Trust; (c) counsel to Boyer in the Florida Action, and (d) any party entitled to notice pursuant to Bankruptcy Rule 2002, (collectively, the “**Notice Parties**”). The Reorganized Debtors respectfully submit that no further notice is required.

**No Previous Request**

38. No previous request for the relief sought herein has been made by the Reorganized Debtors to this or any other court.

*[Remainder of page intentionally left blank]*

WHEREFORE the Reorganized Debtors respectfully request entry of the Proposed Order granting the relief requested herein and such other and further relief as the Court may deem just and appropriate.

Dated: March 19, 2025  
Wilmington, Delaware

/s/ Amanda R. Steele

RICHARDS, LAYTON & FINGER, P.A.

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*Attorneys for Reorganized Debtors*

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

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|----------------------------|---|---|
|                            | X |   |
|                            | : | <b>Chapter 11</b>                                     |
| <b>In re</b>               | : |   |
|                            | : | <b>Case No. 24–10164 (KBO)</b>                        |
| <b>CANO HEALTH, INC.,</b>  | : |   |
|                            | : | <b>Obj Deadline: April 1, 2025 at 4:00 p.m. (ET)</b>  |
| <b>Debtor.<sup>1</sup></b> | : | <b>Hearing Date: April 8, 2025 at 10:30 a.m. (ET)</b> |

**NOTICE OF MOTION AND HEARING**

PLEASE TAKE NOTICE that, on March 19, 2025, Cano Health, Inc. (together with the Closed Case Debtors, the “**Reorganized Debtors**,”) as the Reorganized Debtor in the above-captioned chapter 11 case, filed the *Motion of Reorganized Debtors for Entry of an Order (I) Enforcing the Plan and Confirmation Order, (II) Imposing Sanctions and (III) Granting Related Relief* (the “**Motion**”) with the United States Bankruptcy Court for the District of Delaware (the “**Court**”).

PLEASE TAKE FURTHER NOTICE that, any responses or objections to the Motion must be in writing and filed with the Clerk of the Court, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801 on or before **April 1, 2025 at 4:00 p.m. (prevailing Eastern Time)**.

PLEASE TAKE FURTHER NOTICE that, if any objections to the Motion are received, the Motion and such objections shall be considered at a hearing before The Honorable Karen B. Owens, United States Bankruptcy Judge for the District of Delaware, at the Court, 824

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<sup>1</sup> The Reorganized Debtor in this chapter 11 case, along with the last four digits of the Reorganized Debtor’s federal tax identification number, is Cano Health, Inc. (4224) (“**CHI**”). On August 13, 2024, the Court entered an order closing the chapter 11 cases of CHI’s debtor affiliates, (collectively, the “**Closed Case Debtors**”). A complete list of the Closed Case Debtors may be obtained on the website of the Reorganized Debtor’s claims and noticing agent at <https://veritaglobal.net/canohealth>. The Reorganized Debtor’s mailing address is 9725 NW 117th Avenue, Miami, Florida 33178.



North Market Street, 6<sup>th</sup> Floor, Courtroom 3, Wilmington, Delaware 19801 on **April 8, 2025 at 10:30 a.m. (prevailing Eastern Time).**

**PLEASE TAKE FURTHER NOTICE THAT, IF NO OBJECTIONS TO THE MOTION ARE TIMELY FILED IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED IN THE MOTION WITHOUT FURTHER NOTICE OR HEARING.**

Dated: March 19, 2025  
Wilmington, Delaware

/s/ Amanda R. Steele

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Amanda R. Steele (No. 5530)  
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-and-

WEIL, GOTSHAL & MANGES LLP  
Gary T. Holtzer (admitted *pro hac vice*)  
Jessica Liou (admitted *pro hac vice*)  
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767 Fifth Avenue  
New York, New York 10153  
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jessica.liou@weil.com  
matthew.goren@weil.com  
kevin.bostel@weil.com

*Attorneys for the Reorganized Debtors*

**Exhibit A**

**Proposed Order**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

|  |   |                                 |
|--|---|---------------------------------|
|  | X |                                 |
|  | : |                                 |
| <b>In re</b>                           | : | <b>Chapter 11</b>               |
|  | : |                                 |
| <b>CANO HEALTH, INC.,</b>              | : | <b>Case No. 24– 10164 (KBO)</b> |
|  | : |                                 |
| <b>Reorganized Debtor.<sup>1</sup></b> | : | <b>Re: Docket No. ____</b>      |

**ORDER (I) ENFORCING THE PLAN AND CONFIRMATION ORDER,  
(II) IMPOSING SANCTIONS AND (III) GRANTING RELATED RELIEF**

Upon the motion (the “**Motion**”)<sup>2</sup> of Cano Health, Inc. and the Closed Case Debtors (the “**Reorganized Debtors**,” and prior to the Effective Date, the “**Debtors**”), for entry of an order (this “**Order**”) (i) compelling Boyer to dismiss the Florida Action, with prejudice, (ii) imposing sanctions, including awarding attorneys’ fees, against Boyer for violation of the Plan and the Confirmation Order, and (iii) granting related relief, all as more fully set forth in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157(a)–(b) and §1334, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to the Notice Parties; and such notice

<sup>1</sup> The Reorganized Debtor in this chapter 11 case, along with the last four digits of the Reorganized Debtor’s federal tax identification number, is Cano Health, Inc. (4224) (“**CHI**”). On August 13, 2024, the Court entered an order closing the chapter 11 cases of CHI’s debtor affiliates, (collectively, the “**Closed Case Debtors**”). A complete list of the Closed Case Debtors may be obtained on the website of the Reorganized Debtor’s claims and noticing agent at <https://veritaglobal.net/canohealth>. The Reorganized Debtor’s mailing address is 9725 NW 117th Avenue, Miami, Florida 33178.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Motion.

having been adequate and appropriate under the circumstances, and it appearing that no other or further notice need be provided; and the Court upon any hearing held on the Motion; and all objections, if any, to the Motion having been withdrawn, resolved, or overruled; and the Court having determined the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing the relief requested in the Motion is in the best interests of the Reorganized Debtors, the Debtors' estates, creditors, and all parties in interest; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor,

**IT IS HEREBY ORDERED THAT**

1. The Motion is granted to the extent set forth herein.
2. Boyer shall promptly dismiss the Florida Action, with prejudice.
3. Boyer is forever and permanently enjoined from commencing or continuing any action or otherwise acting to assert any claims and/or causes of action asserted or that could have been asserted against any of the Debtors or Reorganized Debtors arising in connection with the Boyer Agreements, or that could otherwise have been asserted in connection with the Debtors' bankruptcy cases.
4. Boyer is forever and permanently enjoined from contesting or challenging the enforceability of this Order in any court other than by a timely and perfected appeal of this Order to a court of competent jurisdiction.
5. Boyer is liable for the Reorganized Debtors' attorneys' fees, costs, and expenses incurred as a consequence of Boyer's violation of the Confirmation Order and in connection with the Reorganized Debtors' drafting, filing, and prosecution of the Motion, as to which fees, costs, and expenses the Reorganized Debtors shall submit a Certification of Costs

within 14 days of the entry of this Order, and as to which amounts Boyer shall pay the Reorganized Debtors within 28 days of the submission of the Certification of Costs.

6. The Reorganized Debtors are authorized to take all reasonable actions necessary or appropriate to implement the relief granted in this Order.

7. The Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

**Exhibit B**

**Boyer Proof of Claim**

Fill in this information to identify the case:

Debtor Cano Health, LLC

United States Bankruptcy Court for the: \_\_\_\_\_ District of Delaware  
(State)

Case number 24-10167

Official Form 410  
Proof of Claim

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

|  |   |   |
|--|---|---|
| 1. Who is the current creditor?  | <u>Casey Boyer, M.D.</u><br>Name of the current creditor (the person or entity to be paid for this claim)   |   |
|  | Other names the creditor used with the debtor _____   |   |
| 2. Has this claim been acquired from someone else?                       | <input checked="" type="checkbox"/> No<br><input type="checkbox"/> Yes. From whom? _____  |   |
| 3. Where should notices and payments to the creditor be sent?            | Where should notices to the creditor be sent?   | Where should payments to the creditor be sent? (if different) |
| Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)                      | <u>Casey Boyer, M.D.</u><br><u>1437 Mediterranean Rd. East</u><br><u>West Palm Beach, FL 33406</u>  |   |
|  | Contact phone _____   | Contact phone _____   |
|  | Contact email <u>boyermd@bellsouth.net</u>  | Contact email _____   |
|  | (see summary page for notice party information)   |   |
|  | Uniform claim identifier for electronic payments in chapter 13 (if you use one):<br>_____   |   |
| 4. Does this claim amend one already filed?                              | <input checked="" type="checkbox"/> No<br><input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____<br>MM / DD / YYYY |   |
| 5. Do you know if anyone else has filed a proof of claim for this claim? | <input checked="" type="checkbox"/> No<br><input type="checkbox"/> Yes. Who made the earlier filing? _____  |   |



**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

|     |  |   |  |
|-----|--|---|--|
| 6.  | Do you have any number you use to identify the debtor?   | <input checked="" type="checkbox"/> No<br><input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ____ ____ ____ ____   |  |
| 7.  | How much is the claim? \$ <u>111800</u>  | Does this amount include interest or other charges?<br><input checked="" type="checkbox"/> No<br><input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A). |  |
| 8.  | <b>What is the basis of the claim?</b><br>Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.<br>Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).<br>Limit disclosing information that is entitled to privacy, such as health care information.<br><br><u>See attached Continuation Statement</u>   |   |  |
| 9.  | <b>Is all or part of the claim secured?</b><br><input checked="" type="checkbox"/> No<br><input type="checkbox"/> Yes. The claim is secured by a lien on property.<br><div style="margin-left: 40px;"> <b>Nature or property:</b><br/> <input type="checkbox"/> Real estate: If the claim is secured by the debtor's principle residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i>.<br/> <input type="checkbox"/> Motor vehicle<br/> <input type="checkbox"/> Other. Describe: _____         </div><br><div style="margin-left: 40px;"> <b>Basis for perfection:</b> _____<br/>         Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)         </div><br><div style="margin-left: 40px;"> <b>Value of property:</b> \$ _____<br/> <b>Amount of the claim that is secured:</b> \$ _____<br/> <b>Amount of the claim that is unsecured:</b> \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.)         </div><br><div style="margin-left: 40px;"> <b>Amount necessary to cure any default as of the date of the petition:</b> \$ _____         </div><br><div style="margin-left: 40px;"> <b>Annual Interest Rate</b> (when case was filed) _____ %<br/> <input type="checkbox"/> Fixed<br/> <input type="checkbox"/> Variable         </div> |   |  |
| 10. | <b>Is this claim based on a lease?</b><br><input checked="" type="checkbox"/> No<br><input type="checkbox"/> Yes. <b>Amount necessary to cure any default as of the date of the petition.</b> \$ _____   |   |  |
| 11. | <b>Is this claim subject to a right of setoff?</b><br><input checked="" type="checkbox"/> No<br><input type="checkbox"/> Yes. Identify the property: _____   |   |  |





**12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**☐ No☒ Yes. Check all that apply:**Amount entitled to priority**

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

\$ \_\_\_\_\_

☐ Up to \$3,350\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ \_\_\_\_\_

☒ Wages, salaries, or commissions (up to \$15,150\*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).\$ 15500☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ \_\_\_\_\_

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ \_\_\_\_\_

☐ Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.

\$ \_\_\_\_\_

\* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

**13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. 503(b)(9)?**☒ No☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ \_\_\_\_\_

**Part 3: Sign Below**

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☒ I am the creditor.☐ I am the creditor's attorney or authorized agent.☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

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

Executed on date 04/19/2024  
MM / DD / YYYY

/s/Casey Boyer, M.D.  
Signature

**Print the name of the person who is completing and signing this claim:**

Name Casey Boyer, M.D.  
First name Middle name Last name

Title \_\_\_\_\_

Company \_\_\_\_\_  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address \_\_\_\_\_

Contact phone \_\_\_\_\_ Email \_\_\_\_\_



Case 24-10164-KBO Doc 1552-3 Filed 03/19/25 Page 5 of 10  
KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (888) 251-2679 | International (310) 751-2609

|  |   |                                  |
|--|---|----------------------------------|
| <b>Debtor:</b><br>24-10167 - Cano Health, LLC<br><b>District:</b><br>District of Delaware  |   |                                  |
| <b>Creditor:</b><br>Casey Boyer, M.D.<br>1437 Mediterranean Rd. East<br>West Palm Beach, FL, 33406<br><b>Phone:</b><br><b>Phone 2:</b><br><b>Fax:</b><br><b>Email:</b><br>boyermd@bellsouth.net  | <b>Has Supporting Documentation:</b><br>Yes, supporting documentation successfully uploaded<br><b>Related Document Statement:</b>   |                                  |
|  | <b>Has Related Claim:</b><br>No<br><b>Related Claim Filed By:</b>   |                                  |
|  | <b>Filing Party:</b><br>Creditor  |                                  |
|  |   |                                  |
| <b>Disbursement/Notice Parties:</b><br>Adam Hiller, Esquire<br>Hiller Law, LLC<br>300 Delaware Ave., Suite 210 #227<br>Wilmington, DE, 19801<br><b>Phone:</b><br>302.442.7677<br><b>Phone 2:</b><br><b>Fax:</b><br><b>E-mail:</b><br>ahiller@adamhillerlaw.com |   |                                  |
| <b>Other Names Used with Debtor:</b>   | <b>Amends Claim:</b><br>No<br><b>Acquired Claim:</b><br>No  |                                  |
| <b>Basis of Claim:</b><br>See attached Continuation Statement  | <b>Last 4 Digits:</b><br>No   | <b>Uniform Claim Identifier:</b> |
| <b>Total Amount of Claim:</b><br>111800  | <b>Includes Interest or Charges:</b><br>No  |                                  |
| <b>Has Priority Claim:</b><br>Yes  | <b>Priority Under:</b><br>11 U.S.C. §507(a)(4): 15500   |                                  |
| <b>Has Secured Claim:</b><br>No<br><b>Amount of 503(b)(9):</b><br>No<br><b>Based on Lease:</b><br>No<br><b>Subject to Right of Setoff:</b><br>No   | <b>Nature of Secured Amount:</b><br><b>Value of Property:</b><br><b>Annual Interest Rate:</b><br><b>Arrearage Amount:</b><br><b>Basis for Perfection:</b><br><b>Amount Unsecured:</b> |                                  |
| <b>Submitted By:</b><br>Casey Boyer, M.D. on 19-Apr-2024 8:31:57 a.m. Eastern Time<br><b>Title:</b><br><b>Company:</b>   |   |                                  |

United States Bankruptcy Court for the District of Delaware

Indicate Debtor against which you assert a claim by checking the appropriate box below. **(Check only one Debtor per claim form.)**

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Cano Health, Inc. (Case No. 24-10164)                                 | <input type="checkbox"/> DGM MSO, LLC (Case No. 24-10180)  | <input type="checkbox"/> Orange Accountable Care Organization of South Florida LLC (Case No. 24-10196) |
| <input type="checkbox"/> Primary Care (ITC) Intermediate Holdings, LLC (Case No. 24-10165)     | <input type="checkbox"/> Cano PCP Wound Care, LLC (Case No. 24-10181)  | <input type="checkbox"/> Cano Health New Mexico LLC (Case No. 24-10197)                                |
| <input type="checkbox"/> Complete Medical Billing and Coding Services, LLC (Case No. 24-10166) | <input type="checkbox"/> Cano Research LLC (Case No. 24-10182)   | <input type="checkbox"/> Cano Pharmacy, LLC (Case No. 24-10198)  |
| <input checked="" type="checkbox"/> Cano Health, LLC (Case No. 24-10167)                       | <input type="checkbox"/> Cano Personal Behavior LLC (Case No. 24-10183)  | <input type="checkbox"/> Orange Accountable Care Organization, LLC (Case No. 24-10199)                 |
| <input type="checkbox"/> Cano Health of Puerto Rico LLC (Case No. 24-10168)                    | <input type="checkbox"/> Cano PCP MSO, LLC (Case No. 24-10184)   | <input type="checkbox"/> IFB Pharmacy, LLC (Case No. 24-10200)   |
| <input type="checkbox"/> CHPR MSO LLC (Case No. 24-10169)                                      | <input type="checkbox"/> Physicians Partners Group Puerto Rico, LLC (PR) (Case No. 24-10185)                       | <input type="checkbox"/> American Choice Commercial ACO, LLC (Case No. 24-10201)                       |
| <input type="checkbox"/> Cano Health of Florida, LLC (Case No. 24-10170)                       | <input type="checkbox"/> Cano HP MSO, LLC (Case No. 24-10186)  | <input type="checkbox"/> Belen Pharmacy Group, LLC (Case No. 24-10202)                                 |
| <input type="checkbox"/> Cano Health CA1 MSO LLC (Case No. 24-10171)                           | <input type="checkbox"/> Cano PCP, LLC (Case No. 24-10187)   | <input type="checkbox"/> Orange Care IPA of New York, LLC (Case No. 24-10203)                          |
| <input type="checkbox"/> Physicians Partners Group Merger, LLC (Case No. 24-10172)             | <input type="checkbox"/> Orange Healthcare Administration, LLC (Case No. 24-10188)                                 | <input type="checkbox"/> University Health Care Pharmacy, LLC (Case No. 24-10204)                      |
| <input type="checkbox"/> Cano Health Nevada Network, LLC (Case No. 24-10173)                   | <input type="checkbox"/> ACH Management Services, LLC (Case No. 24-10189)  | <input type="checkbox"/> Orange Care IPA of New Jersey, LLC (Case No. 24-10205)                        |
| <input type="checkbox"/> Comfort Pharmacy 2, LLC (Case No. 24-10174)                           | <input type="checkbox"/> Physicians Partners Group of FL, LLC (Case No. 24-10190)                                  | <input type="checkbox"/> Cano Health New York, IPA, LLC (Case No. 24-10206)                            |
| <input type="checkbox"/> Cano Medical Center of West Florida, LLC (Case No. 24-10175)          | <input type="checkbox"/> Cano Behavior Health LLC (Case No. 24-10191)  | <input type="checkbox"/> Total Care ACO, LLC (Case No. 24-10207)                                       |
| <input type="checkbox"/> Cano Occupational Health, LLC (Case No. 24-10176)                     | <input type="checkbox"/> PPG Puerto Rico Blocker, Inc. (Case No. 24-10192)   | <input type="checkbox"/> Clinical Research of Hollywood, P.A. (Case No. 24-10208)                      |
| <input type="checkbox"/> CH Dental Administrative Services LLC (Case No. 24-10177)             | <input type="checkbox"/> Orange Care Group South Florida Management Services Organization, LLC (Case No. 24-10193) | <input type="checkbox"/> Cano Health CA1, LLC (Case No. 24-10209)                                      |
| <input type="checkbox"/> American Choice Healthcare, LLC (Case No. 24-10178)                   | <input type="checkbox"/> Cano Belen, LLC (Case No. 24-10194)   | <input type="checkbox"/> Cano Health Illinois 1 MSO, LLC (Case No. 24-10210)                           |
| <input type="checkbox"/> Physicians Partners Group Puerto Rico, LLC (FL) (Case No. 24-10179)   | <input type="checkbox"/> Cano Health Illinois Network, LLC (Case No. 24-10195)                                     | <input type="checkbox"/> Solis Network Solutions, LLC (Case No. 24-10211)                              |

## Official Form 410 Proof of Claim

04/22

**Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Other than a claim under 11 U.S.C. § 503(b)(9), this form should not be used to make a claim for an administrative expense arising after the commencement of the case.**

**Filers must leave out or redact** information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

**Fill in all the information about the claim as of the date the case was filed.**

### Part 1: Identify the Claim

|  |   |   |
|--|---|---|
| 1. <b>Who is the current creditor?</b>                               | Casey Boyer, M.D.<br>Name of the current creditor (the person or entity to be paid for this claim)<br>Other names the creditor used with the debtor   |   |
| 2. <b>Has this claim been acquired from someone else?</b>            | <input checked="" type="checkbox"/> No<br><input type="checkbox"/> Yes. From whom?  |   |
| 3. <b>Where should notices and payments to the creditor be sent?</b> | <b>Where should notices to the creditor be sent?</b><br>Dr. Casey Boyer<br>Name<br>1437 Mediterranean Rd. East<br>Number Street<br>West Palm Beach, Florida 33406<br>City State ZIP Code<br>Country<br>Contact phone<br>Contact email boyermd@bellsouth.net<br>Uniform claim identifier for electronic payments in chapter 13 (if you use one): | <b>Where should payments to the creditor be sent? (if different)</b><br>Name<br>Number Street<br>City State ZIP Code<br>Country<br>Contact phone<br>Contact email |
| 4. <b>Does this claim amend one already filed?</b>                   | <input checked="" type="checkbox"/> No<br><input type="checkbox"/> Yes. Claim number on court claims registry (if known) Filed on MM / DD / YYYY  |   |

5. Do you know if anyone else has filed a proof of claim for this claim?



No



Yes. Who made the earlier filing? \_\_\_\_\_

**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. Do you have any number you use to identify the debtor?



No



Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: \_\_\_\_ \_

7. How much is the claim?

\$ 111,800.00

Does this amount include interest or other charges?



No



Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim?

Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.

Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).

Limit disclosing information that is entitled to privacy, such as health care information.

See attached Continuation Statement

9. Is all or part of the claim secured?



No



Yes. The claim is secured by a lien on property.

**Nature of property:**

Real estate: If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.

Motor vehicle



Other. Describe: \_\_\_\_\_

**Basis for perfection:** \_\_\_\_\_

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property:

\$ \_\_\_\_\_

Amount of the claim that is secured:

\$ \_\_\_\_\_

Amount of the claim that is unsecured:

\$ \_\_\_\_\_ (The sum of the secured and unsecured amount should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition:

\$ \_\_\_\_\_

Annual Interest Rate (when case was filed) \_\_\_\_\_ %



Fixed



Variable

10. Is this claim based on a lease?



No



Yes. Amount necessary to cure any default as of the date of the petition. \$ \_\_\_\_\_

11. Is this claim subject to a right of setoff?



No



Yes. Identify the property: \_\_\_\_\_

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?



No



Yes. Check all that apply:

Amount entitled to priority

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.



Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

\$ \_\_\_\_\_



Up to \$3,350\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ \_\_\_\_\_



Wages, salaries, or commissions (up to \$15,150\*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ 15,500.00



Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ \_\_\_\_\_



Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ \_\_\_\_\_



Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.

\$ \_\_\_\_\_

\* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?



No



Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ \_\_\_\_\_

### Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:



I am the creditor.



I am the creditor's attorney or authorized agent.



I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.



I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

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

Executed on date

04/19/2024  
MM / DD / YYYY

Signature

*Casey Boyer*

Print the name of the person who is completing and signing this claim:

Name

Casey Boyer

First name

Middle name

Last name

Title

Company

Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

1437 Mediterranean Rd. East

Number

Street

West Palm Beach, Florida 33406

City

State

ZIP Code

Country

Contact phone

Email

boyermd@bellsouth.net

## Continuation Statement

*In re Cano Health, Inc., et al., Case Nos. 24-10164-KBO, et seq. (jointly administered)*

1. Casey Boyer, M.D. (“Claimant”) files this Proof of Claim evidencing Claimant’s claims against the debtor appearing on the attached Form 410 (the “Debtor”) in the above-referenced jointly administered Chapter 11 cases filed on February 4, 2024 (the “Petition Date”). Claimant’s claims against the Debtor and its estate (collectively, the “Claims”) arise from a certain Employment Agreement between Claimant and the Debtor dated May 7, 2021 (the “Employment Agreement”) and a certain Asset Purchase Agreement between Claimant and the Debtor dated May 11, 2021 (the “APA”), calculated as follows:

|              |   |
|--------------|---|
| \$110,000.00 | Third Annual Bonus <sup>1</sup>                         |
| \$1,800.00   | Continuing Education expense reimbursement <sup>2</sup> |
| \$111,800.00 | Total Claims  |

2. Administrative Claim. Claimant asserts that some or all of the Claims are entitled to administrative priority pursuant to 11 U.S.C. § 503(a) and reserves the right to seek allowance thereof from the Court.

3. Priority. The Claims arise from wages, salary, compensation, bonuses, benefits, employment reimbursements, and other employment services and employer liability. To the extent that the Claims are deemed prepetition claims by the Court, they are entitled to priority pursuant to 11 U.S.C. § 507(a)(4) to the extent of the \$15,150.00 cap set forth in that statute.

4. The Claims may also arise from breach of contract and other causes of action relating to the Debtor’s employment of Claimant and the Debtor’s purchase of assets from Claimant under the APA. Because the Debtor undertook additional obligations under the Employment Agreement and the APA, Claimant may not yet fully know the identity, amount, and priority of claims and causes of action that he holds against the Debtor as of the Petition Date. Therefore, Claimant reserves the right to amend this proof of claim to add or supplement such claims and causes of action.

5. Supporting documents are voluminous and available upon request.

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<sup>1</sup> See Employment Agreement, Schedule 4.1(a)(iii).

<sup>2</sup> See Employment Agreement, Schedule 4.2 – “Continuing Medical Education and Licensing.”

6. Claimant reserves the right to amend this proof of claim to narrow or expand the claims asserted, including but not limited to (i) specifying different debtor(s) against which all or any portion of the Claims are asserted, or (ii) asserting that some or all of the Claims are entitled to a different priority (including but not limited to administrative priority) than stated in this proof of claim; and (iii) increasing, including but not limited to adding interest, penalties, attorneys' fees, and punitive damages, in connection with any of, the Claims.

7. The filing of this proof of claim is not intended to waive any rights under applicable non-bankruptcy law, including but not limited to consenting to the jurisdiction of this Court or of any court administering this insolvency proceeding. Claimant does not consent to the personal jurisdiction of this court or service of process in connection with any proceeding other than the assertion and defense of the within claims. To the extent otherwise available under applicable non-bankruptcy law and/or any agreements between the parties, Claimant does not waive, and hereby expressly reserves, (i) any and all rights to demand a jury trial in accordance with applicable law in connection with each of the Claims, (ii) any and all rights to demand a resolution of the Claims or any other claims between Claimant and the Debtor's bankruptcy estate by arbitration or other means of alternative dispute resolution, and (iii) any and all claims against third parties and their respective insurers.

**Exhibit C**

**Boyer Complaint**



IN THE CIRCUIT COURT OF THE  
15<sup>TH</sup> JUDICIAL CIRCUIT IN AND FOR  
PALM BEACH COUNTY, FLORIDA

CASEY G. BOYER,

Plaintiff,

CASE NO.:

vs.

CANO HEALTH, LLC,  
a Florida limited Liability Company;

Defendant.

COMPLAINT

COMES NOW Plaintiff, CASEY G. BOYER (hereinafter "DR. BOYER"), by and through the undersigned Counsel, and sues the Defendant, CANO HEALTH, LLC, a Florida Limited Liability Company (hereinafter "CANO HEALTH"), and alleges the following:

JURISDICTION AND VENUE

1. This is an action for breach of contract for unpaid bonuses under Florida common law, with damages that exceed fifty thousand dollars (\$50,000.00), exclusive of interest, attorney's fees and costs.

2. Jurisdiction and venue are proper in this Court. DR. BOYER entered into the employment agreement at issue in this lawsuit in Palm Beach County. Moreover, venue properly lies in Palm Beach County pursuant to Fla. Stat. §§ 47.011 and 47.051 because it is where: (a) the causes of action accrued, and (b) the Defendant has a principal place of business, maintains an office, or transacts business.

**PARTIES**

3. DR. BOYER is a resident of Palm Beach County, Florida, over the age of eighteen, and is otherwise *sui juris*.

4. CANO HEALTH is a limited liability company organized under the laws of the state of Florida and registered and licensed to do business in Palm Beach County, Florida.

5. At all times material hereto, CANO HEALTH provided and continues to provide primary medical care services to patients throughout the state of Florida

6. At all times material hereto, CANO HEALTH was DR. BOYER's employer.

**FACTUAL ALLEGATIONS**

7. DR. BOYER is a licensed physician specializing in internal medicine with over thirty-eight (38) years of experience practicing medicine.

8. On or about May 7, 2021, DR. BOYER and CANO HEALTH entered into an Asset Purchase Agreement ("APA") pursuant to which CANO HEALTH agreed to acquire DR. BOYER's medical practice.

9. On or about May 11, 2021, DR. BOYER and CANO HEALTH entered into an Employment Agreement ("Employment Agreement") in connection with the APA, pursuant to which CANO HEALTH employed DR. BOYER as a physician providing outpatient medical services. *See Exhibit A.*

10. Under Schedule 4.1 of the Employment Agreement, DR. BOYER's compensation included a base salary plus performance-based bonuses.

11. Included in the performance-based bonuses was a Third Annual Bonus ("Bonus") that reads in relevant part as follows:

(a) Performance Bonus Terms.

(iii) Third Annual Bonus

(A) PHYSICIAN shall be paid a Third Annual Bonus within ninety (90) days following the third anniversary of the Effective Date, in the amount of \$692 per Humana Medicare Advantage Member in the Clinic's patient membership panel on the third anniversary of the Effective Date. *In no case will the Third Annual Bonus exceed \$110,000. (emphasis added)*

(b) Performance Bonus Matters.

(ii) *In the event PHYSICIAN's employment terminates prior to the third anniversary of the Effective Date, the First Annual Bonus, the Second Annual Bonus or the Third Annual Bonus, as applicable, and the "not to exceed amount" shall be pro-rated to the date of termination. For example, if employment terminates at the end of the first six (6) months after the Effective Date, the bonus will be \$346 per Humana Medicare Advantage Member up to a maximum amount of \$55,000. (emphasis added)*

12. Pursuant to Schedule 4.2 of the Employment Agreement, DR. BOYER was also entitled to reimbursement for necessary Continuing Education, as well as licensing and board expenses, up to \$2,000.00 per year.

13. On January 26, 2024, DR. BOYER properly gave notice of his last day of employment, April 25, 2024, in accordance with the provisions indicated in the Employment Agreement. **See Exhibit B.**

14. DR. BOYER was on track to earn the full \$110,000.00 Bonus given the number of Humana Medicare Advantage Members in the Clinic's patient membership panel (**See Exhibit C**), however DR. BOYER resigned from his employment prior to his third year anniversary date (May 11, 2024) so he was subject to the pro-rating clause of Schedule 4.1(b)(ii).

15. Pursuant to the pro-rating clause, DR. BOYER was due \$105,769.23 of the \$110,000.00 Bonus amount within 90-days of the date of his termination, due on August 9, 2024.

16. Additionally, DR. BOYER had at least \$1,799.00 in approved outstanding expenses to which he was entitled reimbursement pursuant to Schedule 4.2. *See Exhibit D.*

17. To date, CANO HEALTH has not paid DR. BOYER his entitled pro-rated Bonus nor his unreimbursed expenses.

18. Resultingly, DR. BOYER has been forced to seek legal representation and has incurred additional fees and costs in pursuit of his entitled compensation from CANO HEALTH.

**COUNT I – BREACH OF CONTRACT FOR UNPAID BONUSES AND EXPENSES**

19. Plaintiff, DR. BOYER, realleges and incorporates by reference the allegations in paragraphs 1 through 18 above as if fully set forth herein.

20. At all times material hereto, DR. BOYER was employed by CANO HEALTH as a Physician.

21. On or about May 11, 2021, DR. BOYER entered into an employment agreement with CANO HEALTH, *See Exhibit A.*

22. The Employment Agreement between DR. BOYER and CANO HEALTH constituted a valid contract.

23. Under Florida common law, and based on the rulings of Florida courts, a plaintiff can recover unpaid wages under a breach of contract theory. *Alfonso v. Care First Med. Ctr., Inc.*, No. 14-22717-civ, 2015 U.S. Dist. LEXIS 27006, 2015 WL 1000983, at \*3 (S.D. Fla. Mar. 5, 2015); *Vega v. T-Mobile USA, Inc.*, 564 F.3d 1256, 1271 (11th Cir. 2009).

24. Florida courts have held that “wages” include bonuses. *Short v. Bryn Alan Studios, Inc.*, No. 808-cv-145-T-30TGW, 2008 U.S. Dist. LEXIS 42308, 2008 WL 2222319, at \*3 (M.D. Fla. May 28, 2008).

25. Under Florida Statute § 448.08, “the court may award to the prevailing party in an action for unpaid wages costs of the action and a reasonable attorney’s fee.”

26. Schedule 4.1 of the Employment Agreement states that DR. BOYER’s compensation included a base salary plus performance-based bonuses. *See Exhibit A.*

27. Specifically, DR. BOYER was entitled to receive the Third Annual Bonus, pro-rated due to his resignation prior to May 11, 2024.

28. The pro-rated rate for DR. BOYER’s Third Annual Bonus is \$105,769.23.

29. Additionally, DR. BOYER has incurred at least \$1,799.00 in outstanding Continuing Education and licensing expenses throughout the duration of his employment for which he is entitled reimbursement pursuant to Schedule 4.2.

30. The total amount DR. BOYER is owed in unpaid wages is approximately \$107,569.00 which, to date, CANO HEALTH has not paid to him.

31. CANO HEALTH’s failure to pay DR. BOYER his entitled unpaid wages is contrary to the terms of the Employment Agreement.

32. CANO HEALTH’s failure to pay DR. BOYER his entitled unpaid wages pursuant to the terms of the Employment Agreement constitutes a material breach.

33. As a result of CANO HEALTH’ breach of the Employment Agreement, DR. BOYER has suffered damages in the amount of unpaid wages.

34. As this is an action for unpaid wages, DR. BOYER is entitled to recover his attorneys’ fees and costs pursuant to §448.08, Fla. Stat.

WHEREFORE, Plaintiff, DR. CASEY G. BOYER, demands judgment against CANO HEALTH, LLC, and requests the following relief:

- a) All direct and consequential damages caused by CANO HEALTH's breach of the Employment Agreement;
- b) All damages prescribed by the Employment Agreement;
- c) Prejudgment interest on all amounts due;
- d) An award of reasonable attorneys' fees and costs incurred in connection with this action, pursuant to Florida Statutes § 448.08; and
- e) Any such additional or alternative relief that this Court deems just and proper.

**JURY TRIAL DEMAND**

Plaintiff, CASEY G. BOYER, demands a trial by jury on all issues so triable.

Dated: January 23, 2025

Respectfully submitted,

**Sconzo Law Office, P.A.**  
300 Avenue of the Americas, Suite 260  
Palm Beach Gardens, FL 33418  
Telephone: (561) 729-0940  
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By: /s/ Gregory S. Sconzo  
GREGORY S. SCONZO, ESQUIRE  
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**EMPLOYMENT AGREEMENT**

**THIS EMPLOYMENT AGREEMENT** ("Agreement") is made and entered into as of the date last written below, by and between **CANO HEALTH, LLC**, a Florida limited liability company ("EMPLOYER") and **DR. CASEY G. BOYER** ("PHYSICIAN"), having an address at 5511 S Congress Avenue, Atlantis, Florida 33462. This Agreement shall be effective upon the closing of the transaction contemplated by the Purchase Agreement (as defined below) (the "Effective Date").

**WHEREAS**, reference is hereby made to that certain Asset Purchase Agreement, dated as of May \_\_, 2021, made by and among EMPLOYER; PHYSICIAN and **CASEY G. BOYER, M.D., P.A.** (the "Prior Practice") pursuant to which EMPLOYER acquired certain of the assets of the Prior Practice (the "Purchase Agreement");

**WHEREAS**, EMPLOYER provides the community it serves with professional primary care medical services, diagnostic, therapeutic and ancillary services; and

**WHEREAS**, PHYSICIAN represents that he is duly licensed to practice medicine in the State of Florida and is qualified and available to provide the medical services described herein; and

**WHEREAS**, EMPLOYER desires to employ PHYSICIAN, and PHYSICIAN desires to be employed, all under the terms and conditions set forth in this Agreement.

**NOW THEREFORE**, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, and in further consideration of the mutual promises, covenants and agreements between the parties hereinafter set forth, EMPLOYER and PHYSICIAN, intending to be legally bound, agree as follows:

**ARTICLE I**  
**EMPLOYMENT**

1.1 Generally. EMPLOYER hereby employs PHYSICIAN and PHYSICIAN hereby agrees to be employed by EMPLOYER to provide, as an employee of EMPLOYER, the outpatient professional medical services set forth in this Agreement. PHYSICIAN shall maintain regular office/work hours in accordance with the terms of Section 2.1 of this Agreement and the policies of EMPLOYER and shall dedicate substantially all of his/her professional time, skill and attention to the rendering of professional medical services on behalf of EMPLOYER.

1.1.1 Prior Agreements. The parties agree that this Agreement shall supersede and replace any and all existing prior agreements or understandings between and among them.

1.1.2 Start Date: The parties agree that PHYSICIAN shall commence providing services under this Agreement as of the Effective Date.

1.2 Medical Judgment. EMPLOYER shall not inhibit the freedom necessary for PHYSICIAN to practice medicine in a manner which assures that the interests of EMPLOYER's

patients are given primary consideration. It is expressly agreed by the parties that EMPLOYER shall not exercise any control or discretion over the means, manner or method by which PHYSICIAN provides professional services hereunder, and that EMPLOYER shall not make any treatment decisions for any patient receiving medical care by PHYSICIAN, except to the extent required by applicable state or federal law. PHYSICIAN, in PHYSICIAN's sole discretion, shall accept patients, provided that PHYSICIAN shall not discriminate against anyone on the basis of sex, race, national origin, color, religion, disability, handicap, age, sexual orientation, ability to pay or insurance carrier/payer. Any referrals made by PHYSICIAN shall be based upon the medical judgment of PHYSICIAN while acting in the best interest of patients.

1.3 Nature of Relationship. The parties hereto expressly agree that the nature of their relationship created by full execution of this Agreement is that of employer and employee, and not that of partners, joint ventures, independent contractors, principal-agent or any other relationship. Unless specifically authorized by EMPLOYER in writing, PHYSICIAN shall have no power or authority to bind EMPLOYER in any way, to pledge its credit or to render it liable for any purpose.

1.4 Background Checks. This Agreement and PHYSICIAN's employment hereunder is conditioned on EMPLOYER completing background checks on the PHYSICIAN to the reasonable satisfaction of EMPLOYER. EMPLOYER can terminate this Agreement immediately at any time, with no further obligations to PHYSICIAN, in the event that the background checks are unsatisfactory to EMPLOYER.

## ARTICLE II DUTIES

2.1 Perform Services. PHYSICIAN agrees to provide professional medical services to patients of EMPLOYER at EMPLOYER's clinic located at 5511 S. Congress Avenue, Atlantis, FL 33462, or at an alternate location located within ten (10) miles from such clinic (the "Clinic"). During the first three (3) years of the Term (as defined below), PHYSICIAN shall be responsible treating patients, managing the Clinic's clinical staff and for the day-to-day operations of the Clinics subject to EMPLOYER's approval of operational and staffing decisions, which EMPLOYER shall not unreasonably withhold. PHYSICIAN will maintain office hours Monday through Thursday from 9:00 a.m. to 5:00 p.m. and on Friday from 9:00 a.m. to 1:00 p.m. or on such other times or schedules as the parties may agree upon in a separately written and mutually executed writing from time to time. PHYSICIAN will see a full schedule of patients Monday through Thursday, but will only see urgency/emergency patients on Fridays. PHYSICIAN agrees to supervise mid-level staff at the clinic(s) as necessary and to attend and participate in periodic after-hours quality improvement meetings and other staff meetings. Notwithstanding the foregoing, PHYSICIAN agrees to maintain such office hours as are customary at the clinic in which PHYSICIAN is providing services and in no instance shall PHYSICIAN leave a Clinic or a case providing services until such time as all patients waiting for service are seen or other arrangements are made to provide coverage for patient care in PHYSICIAN's absence.



2.2 Payor Arrangements.

a. PHYSICIAN shall become and remain throughout the Term a participating physician in Medicare and any other payor arrangements and any prepaid or managed care health care programs as are designated by EMPLOYER for all professional medical services rendered by PHYSICIAN to patients who are covered under such programs. PHYSICIAN expressly agrees not to contract directly with any third-party payors, including but not limited to prepaid, indemnity or managed care health care programs unless expressly approved in writing by EMPLOYER.

b. PHYSICIAN hereby consents to EMPLOYER's release of information regarding PHYSICIAN as requested by third party payers under managed care agreements entered into by EMPLOYER, which information must be provided pursuant to the terms and conditions of such managed care agreements.

c. From time-to-time EMPLOYER may enter into managed care or network agreements with third party payors, employers, or governmental entities that, among other things, may require EMPLOYER and/or PHYSICIAN to engage in utilization review or peer review activities. PHYSICIAN will fully cooperate in such activities and will comply with any and all reasonable requirements of any managed care or network agreement to which EMPLOYER becomes a party. If required by any managed care entity or network, PHYSICIAN will execute the agreement individually, notwithstanding that all fees generated by such agreement will belong to EMPLOYER.

2.3 Patients and Records of EMPLOYER. Without superseding any patient's right to choose a provider of health or medical services, PHYSICIAN acknowledges that all patients for whom professional medical services are provided by PHYSICIAN shall be patients of EMPLOYER and not of the PHYSICIAN. During the term of this Agreement, PHYSICIAN shall, whenever possible, refer patients to EMPLOYER and its affiliates and use EMPLOYER and its affiliates when a referral is called for, and PHYSICIAN shall not induce, solicit, or encourage any patient who has received or is receiving health or medical services from EMPLOYER or its affiliates to seek such services from another provider/supplier; provided, however, that such requirements shall be waived when: (a) the patient expresses a different choice; (b) the patient's insurer determines the provider/supplier; or (c) the referral is not in the best medical interest of the patient in the PHYSICIAN's judgment. All medical, patient, business, financial, or other records, papers, and documents generated by PHYSICIAN, EMPLOYER, or employees or agents of EMPLOYER shall belong to EMPLOYER and EMPLOYER shall be designated records owner pursuant to Florida Statutes Section 456.057(1), and PHYSICIAN shall have no right to keep or retain such records, papers, or documents after this Agreement is terminated; provided, however, that upon the request of PHYSICIAN after termination, EMPLOYER shall provide PHYSICIAN with copies of the patient records of patients treated by PHYSICIAN and shall be limited to the notes, plans of care, and orders and summaries that were actually generated by the health care practitioner requesting the record, and such records shall be provided at PHYSICIAN's expense.

2.4 Additional Duties. PHYSICIAN's duties under this Agreement shall also include the following:

a. Complying with and abiding by any policies, procedures, rules, regulations, guidelines and requirements, and any amendments thereto, of EMPLOYER, as may be amended from time-to-time to the extent applicable to the services being rendered by PHYSICIAN as an employee hereunder, including but not limited to EMPLOYER's policies regarding workplace discrimination and harassment, attendance, drug free workplace, taking any time-off, vacation days or continuing medical education days.

b. Complying with any provision of state or federal law, and any regulation thereunder, now in effect or later adopted relating to the professional services to be provided hereunder and that may be applicable to PHYSICIAN or the services rendered by PHYSICIAN pursuant to this Agreement.

c. Complying with the standards and quality of care as established by EMPLOYER.

d. Promoting EMPLOYER's compliance with all applicable legal, regulatory, licensing, and accreditation requirements from time-to-time in effect.

e. Preparing and maintaining, or causing to be prepared and maintained, necessary or appropriate reports, claims, correspondence and records as may be required by state and/or federal law or regulations and/or by Medicare and Medicaid intermediaries and carriers relating to any professional services rendered by PHYSICIAN under this Agreement. PHYSICIAN agrees that his/her maintenance and retention of all records and reports will be such that EMPLOYER can comply with requests and requirements, as may be amended from time-to-time, of third party payers and other regulatory authorities including, but not limited to, Medicare, Blue Cross, the Comptroller General of the United States and the Department of Health and Human Services. PHYSICIAN's responsibilities with respect to this subsection will survive termination of his/her employment. All such reports, claims, correspondence and records belong to EMPLOYER and shall be maintained and retained on EMPLOYER's premises.

f. Assisting in the development of programs and procedures fostering the goals and development of EMPLOYER, and providing input to EMPLOYER, as may be needed from time-to-time, regarding equipment and personnel.

g. Coordinating with and among the Chief Clinical Officer of EMPLOYER (the "Chief Clinical Officer" or "CCO"), the medical director or clinic director in the clinic in which PHYSICIAN provides services and other ancillary staff and administrative personnel.

h. PHYSICIAN shall participate in educational and training programs offered to EMPLOYER employees.

i. PHYSICIAN shall devote a sufficient amount of time each year attending medical meetings, post-graduate seminars, refresher courses and obtaining other professional continuing medical education to maintain his/her license to practice medicine in the State of Florida.

j. In all his/her activities, PHYSICIAN shall maintain and improve the standing of EMPLOYER, in the community generally, and among physicians particularly, including, but not limited to publications, seminars, attendance at meetings, committee membership and entertainment for professional purposes.



### ARTICLE III

3.1 Privacy. PHYSICIAN agrees to be bound by, and to follow, the provisions of EMPLOYER's privacy policies and practices, as well as other state and federal privacy laws.

3.2 Notice of Lawsuits. PHYSICIAN will inform EMPLOYER of any lawsuit which is threatened, or any patient care event which causes or contributes to injury or death, and could result in a lawsuit, if an EMPLOYER patient is involved.

3.3 Representations and Warranties. Throughout the Term, PHYSICIAN represents and warrants that:

a. PHYSICIAN has and will maintain a valid and unrestricted license to practice medicine in the State of Florida and is registered with such state agencies as may be required to carry out the duties hereunder and to practice as a physician in the field of family medicine in the State of Florida.

b. PHYSICIAN has not been disciplined by any professional or peer review organization, governmental or medical staff for any action or omission based on quality of care.

c. PHYSICIAN has and will maintain a valid and unrestricted license or registration to prescribe drugs, medications, pharmaceuticals or controlled substances.

d. PHYSICIAN is not breaching any pre-existing or co-existing agreement between PHYSICIAN and an employer, former employer or any other person or entity by signing this Agreement, by entering into an employment relationship with EMPLOYER or by performing the duties and obligations set forth herein.

e. PHYSICIAN is not currently subject to any type of criminal or civil sanction or civil sanction, fine, civil monetary penalty, debarment, or threatened with, any investigation, censure, probation, suspension, or other adverse action with respect to PHYSICIAN's medical license in any jurisdiction or with respect to PHYSICIAN's medical staff privileges at any hospital, nursing home or other medical institution; that he/she is not excluded from participation and is not otherwise ineligible to participate in a "Federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or in any other state or federal government payment program, **including Medicare, Medicaid and TRICARE**; and that he/she is not currently under investigation with respect to his participation in such federal or state health care programs. In the event that PHYSICIAN is excluded from participation, or becomes otherwise ineligible to participate in any such program, during the term of this Agreement, PHYSICIAN shall notify EMPLOYER in writing, by certified mail within forty-eight (48) hours after said event, and upon the occurrence of any such event, whether or not appropriate notice is given, EMPLOYER shall immediately terminate this Agreement upon written notice.

f. PHYSICIAN is not currently under investigation or subject to an audit by any federal or state health care program (e.g., Medicare, Medicaid, TRICARE) or any private payer.

g. PHYSICIAN is not currently subject to a payment suspension by any federal or state health care program (e.g., Medicare, Medicaid, TRICARE) or any private payer.



h. PHYSICIAN is not currently and has never been subject to an investigation by any governmental entity (e.g., DEA).

i. With the exception of this Agreement, neither PHYSICIAN nor any immediate family member (as defined by 42 C.F.R. § 411.351 et seq. (the "Federal Stark Regulations")) of PHYSICIAN, has any direct or indirect financial relationship (whether an ownership or investment interest, or a compensation arrangement, all as defined by the Federal Stark Regulations) with any entity (as defined by the Federal Stark Regulations) that provides for the furnishing of designated health services (as defined by the Federal Stark Regulations). PHYSICIAN shall notify EMPLOYER immediately, in writing, of any plans for such a financial relationship to be created, or in the case of immediate family members, as soon as PHYSICIAN has knowledge of the existence of or plan to create such a financial relationship.

j. PHYSICIAN is not currently involved in any criminal proceeding in which PHYSICIAN is named as a party, nor is PHYSICIAN currently under investigation with respect to any criminal proceeding.

k. PHYSICIAN has never been convicted of a crime involving a felony or other criminal act that involves moral turpitude.

l. PHYSICIAN is and will be qualified for membership in good standing on the medical staff of all hospitals designated by EMPLOYER.

PHYSICIAN shall notify EMPLOYER in writing within two (2) business days of becoming aware of any representations and warranties no longer being true.

#### ARTICLE IV COMPENSATION

4.1 Compensation. EMPLOYER will pay to PHYSICIAN compensation in accordance with the terms set forth on Schedule 4.1 hereto. EMPLOYER will deduct any withholding and FICA taxes or other taxes and assessments required by law to be deducted. PHYSICIAN hereby expressly agrees and covenants that the compensation and benefits received by PHYSICIAN under this Agreement shall satisfy and discharge in full all his/her claims against EMPLOYER for compensation in respect of the services rendered hereunder.

4.2 Fringe Benefits. PHYSICIAN shall be entitled to the fringe benefits set forth on Schedule 4.2 attached hereto; provided, however, that EMPLOYER may, in its sole discretion change any employee benefit program at any time during the Term of this Agreement. Notwithstanding anything to the contrary in this Agreement, any paid time off to which PHYSICIAN is entitled under this Agreement, including any paid time off for vacation, personal time and professional education, shall be pre-approved by EMPLOYER. Moreover, PHYSICIAN shall not be entitled to a cash payment upon termination of this Agreement or otherwise for the value of any unused fringe benefits, including paid time off.

4.3 Fees and Billings. The fees for all services rendered by PHYSICIAN under this Agreement shall be determined by EMPLOYER according to the usual and customary fees for such services in the community. EMPLOYER shall have the exclusive right to bill for services

rendered by PHYSICIAN. PHYSICIAN shall abide by EMPLOYER's procedures regarding patient billing and will sign any agreements requested by EMPLOYER to accept assignment from or create any contractual relationship with Medicare, Medicaid or any other third-party payor or managed care entity. PHYSICIAN shall endorse and assign to EMPLOYER any payments that he/she may receive, both while this Agreement is in effect and following its termination, for services rendered hereunder. PHYSICIAN shall execute in a timely manner any and all forms necessary to permit EMPLOYER to bill and receive payments for services rendered hereunder.

4.4 Other Work. PHYSICIAN shall not engage in any other medical practice or related business, nor engage in the practice of medicine to any extent whatsoever except in accordance with this Agreement. PHYSICIAN shall not engage in any outside work, including depositions, expert testimony, professional papers, speaking engagements and the like without the express prior written approval of the CEO. All income from activities approved pursuant to the preceding sentence shall be the property of EMPLOYER. PHYSICIAN shall endorse and assign to EMPLOYER any payments that he/she may receive, both while this Agreement is in effect and following termination, from such activities generated by PHYSICIAN while this Agreement was in effect. Nothing in this Section 4.4 shall be deemed to prohibit the PHYSICIAN from serving on corporate, industry, civic, or charitable boards or committees or participating in such other charitable, educational, religious, civic or similar activities in any manner, so long as such activities do not: (a) inhibit, conflict or interfere with the discharge of the PHYSICIAN'S duties hereunder or the devotion of his/her full business time, effort and attention to EMPLOYER as required by the terms of this Agreement; or (b) violate the provisions of Article VII of this Agreement.

#### ARTICLE V PROFESSIONAL LIABILITY INSURANCE

5.1 Generally. During the Term of this Agreement, the EMPLOYER, at its sole cost and expense, shall provide PHYSICIAN with medical malpractice liability insurance coverage solely for acts or omissions arising during the provision of professional services within the scope of his employment under the terms of this Agreement (the "Acts or Omissions"), upon such terms and conditions as the EMPLOYER approves and in an amount of coverage of not less than \$250,000 for a single claim, and not less than \$750,000 for aggregate claims during a twelve (12) month period (the "Policy"). At EMPLOYER's sole discretion, the amount of coverage may be adjusted from time to time; provided, however, that EMPLOYER shall not adjust PHYSICIAN's medical malpractice liability insurance coverage downward without notifying PHYSICIAN in advance. Upon PHYSICIAN's termination of employment with EMPLOYER for any reason, the parties acknowledge that extended reporting coverage ("tail coverage") will not be necessary for the period of PHYSICIAN's employment as the medical malpractice liability insurance described herein will provide coverage for the period of PHYSICIAN's employment. PHYSICIAN will fully cooperate in the defense of any asserted claim, whether or not PHYSICIAN is then currently employed hereunder and this cooperation obligation will continue even though this Agreement may terminate for any reason.

**ARTICLE VI**  
**TERM AND TERMINATION**

6.1 Term; Renewal. The initial term ("Initial Term") of PHYSICIAN's employment shall be for a period of three (3) years from the Effective Date. Unless otherwise terminated as provided herein, at the expiration of the Initial Term, this Agreement may be renewed by PHYSICIAN for successive one (1) year periods (each a "Renewal Term"), provided PHYSICIAN gives not less than Ninety (90) days written notice prior to the end of the Initial Term or each subsequent Renewal Term. The Initial Term and any and all Renewal Terms are referred to as the "Term."

6.2 Termination Without Cause. PHYSICIAN acknowledges and agrees that this is an at-will employment agreement. This Agreement and employment hereunder is subject to voluntary termination, without cause, by either party at any time during the first ninety (90) days from the Effective Date, effective upon fifteen (15) days written notice to the other party specifying the date of termination. Following the first ninety (90) days from the Effective Date, this Agreement and employment hereunder is subject to voluntary termination, without cause, by EMPLOYER upon not less than thirty (30) days' prior written notice to PHYSICIAN, and by PHYSICIAN upon not less than ninety (60) days' prior written notice to EMPLOYER, in each case specifying the date of termination. In the event EMPLOYER terminates this Agreement pursuant to this Section 6.2, EMPLOYER may require PHYSICIAN to terminate employment hereunder immediately and to absent himself/herself from EMPLOYER's facilities at any time once such notice of termination is given; provided that in such event, PHYSICIAN shall be entitled to receive or be paid for the compensation and benefits PHYSICIAN would have received if PHYSICIAN continued employment hereunder through the specified date of termination set forth in the written notice described above. Unless otherwise directed, PHYSICIAN shall continue to perform hereunder and cooperate fully in an orderly transition of such performance to other professional medical staff of EMPLOYER through the specified date of termination set forth in the written notice described above.

6.3 Termination for Uncured Breach. Except as otherwise provided in this Article VI, either party may terminate this Agreement if the other party fails or neglects to perform, keep or observe any material term, provision, condition or covenant contained in this Agreement and the same is not cured or being cured to the non-breaching party's reasonable satisfaction within thirty (30) days after the non-breaching party gives the breaching party written notice identifying such default and describing the cure required thereto.

6.4 Termination for Cause. Notwithstanding anything to the contrary, this Agreement may be terminated immediately by EMPLOYER, irrespective of any notice, in the event of any of the following:

a. In the event PHYSICIAN, as determined by EMPLOYER in its sole discretion, shall engage in any intentional or negligent conduct or commit any act or omission determined by EMPLOYER to be contrary to the best interests of EMPLOYER or its patients, regardless of any actual or potential gain or benefit to PHYSICIAN, including but not limited to:

- (i) Violation, or attempted violation, of any law, rule or regulation;

(ii) Misuse of confidential and proprietary information of EMPLOYER;

(iii) Misuse of protected health information of patients; or,

(iv) Any activity for the benefit of any competitor of EMPLOYER.

b. PHYSICIAN agrees that, in addition to and cumulative to all other rights, claims and causes of action of EMPLOYER, in the event of a Paragraph 6.5(a) violation PHYSICIAN shall be subject to immediate discharge from employment and damages and monetary penalties to the maximum extent permitted by law.

c. In the event PHYSICIAN shall be subject to expulsion suspension or other disciplinary action by any professional medical, licensing or certifying organizations;

d. In the event PHYSICIAN shall resign from any professional medical licensing or certifying organization under threat of or during the pendency of any proceedings respecting disciplinary action adverse to him/her;

e. In the event PHYSICIAN shall be charged, indicted for or convicted of any criminal offense involving fraud or moral turpitude or any felony;

f. In the event PHYSICIAN shall resign or otherwise suffer loss, reduction, suspension or any restriction of Medical/Dental Staff privilege at any Hospital;

g. In the event of the restriction, reduction or suspension of PHYSICIAN's license to practice medicine in the State of Florida or any other jurisdiction, or the withdrawal of PHYSICIAN's license to practice medicine in the State of Florida or any other jurisdiction under threat of or during pendency of any proceedings respecting disciplinary action adverse to him/her;

h. In the event of the reduction or suspension of PHYSICIAN's license, restriction or registration to dispense or prescribe narcotic drugs or other pharmaceuticals by the State of Florida or any federal agency, or the withdrawal of PHYSICIAN's license to dispense or prescribe narcotic drugs or other pharmaceuticals by the State of Florida or any federal agency under threat of or during pendency of any proceedings respecting disciplinary action adverse to him/her;

i. In the event PHYSICIAN is found guilty of professional misconduct by any state licensing or medical professional board;

j. In the event of PHYSICIAN's ineligibility for medical malpractice insurance coverage;

k. In the event of PHYSICIAN's ineligibility to receive reimbursement from the Medicare or Medicaid programs, or exclusion or suspension from the Medicare program, any Medicaid program or any other governmental insurance program or other third-party payer which EMPLOYER has a contract with, for such actions or inactions that are directly attributable to PHYSICIAN;

l. In the event of PHYSICIAN's misappropriation of any monies or other property or assets of EMPLOYER or PHYSICIAN's willful or negligent destruction, mishandling or abuse of the property or assets of EMPLOYER;

m. In the event PHYSICIAN is unable to perform their duties due to the abuse of alcohol, illegal drugs, or illegal controlled substances;

n. In the event that PHYSICIAN substantially violates any of EMPLOYER's written policies or compliance plans.

o. In the event PHYSICIAN breaches, any material provision of this Agreement; or

p. In the event of a substantial failure of the PHYSICIAN to perform the PHYSICIAN's duties hereunder which is not cured (if curable) within thirty (30) days after receipt of written notice from EMPLOYER.

6.5 Disability. To the extent not prohibited by any applicable job protection law, EMPLOYER may terminate this Agreement in the event of the Permanent Disability of PHYSICIAN, as certified by a physician designated by EMPLOYER and approved by PHYSICIAN. For purposes of this Agreement, "Permanent Disability" shall mean PHYSICIAN's inability, for reasons of health or physical or mental impairment, to perform his duties hereunder to the full extent thereof which he had performed prior to his illness, for ninety (90) days (which may, but not be, consecutive) within any continuous twelve (12) month period. As used herein, the onset of such disability shall be deemed to have occurred on the first day of such inability to perform said duties.

6.6 Termination for Mutual Agreement. This Agreement shall terminate at any time upon the mutual written agreement of the parties. Such termination shall be effective as of the date set forth in the written agreement.

6.7 Reformation of Agreement. In the event that any agency of the federal or state government: (a) commences, or threatens commencement of, any action or proceeding concerning this Agreement or the services provided hereunder; (b) during the course of an investigation, indicates that this Agreement or the services provided hereunder create legal risks to PHYSICIAN or EMPLOYER; or (c) enters into settlement or reformation discussions with EMPLOYER or PHYSICIAN with respect to this Agreement or the services provided hereunder; then the parties hereto agree to enter into good faith negotiations to attempt to reform, amend and modify this Agreement so as to bring the Agreement into compliance with the government's requests or so that the provision(s) identified by the government as giving rise to or causing the dispute is(are) modified or removed to the government's satisfaction. In the event that, after good faith negotiations, the parties are unable to modify the Agreement as provided in the immediately preceding sentence, then this Agreement shall terminate without further right or obligation of the parties under this Agreement.

6.8 Reporting Obligation. PHYSICIAN shall immediately report to EMPLOYER any investigation or inquiry by any regulatory agency, governmental authority, or professional society regarding any item or activity, whether material or not, listed in Section 6.4 above.





**ARTICLE VII**  
**RESTRICTIVE COVENANT**

7.1 Restricted Activities.

a. PHYSICIAN shall not, directly or indirectly, own, manage, operate, control or be employed by, participate in or be connected in any manner with the ownership, management, operation or control of any medical practice or clinic, nor engage in the practice of medicine, in any of its branches, for any third party, including but not limited to medical groups, hospitals or insurance companies, within a twenty (20) mile radius of the Clinic: (i) during the Term and for a period of two (2) years following the date of any voluntary or involuntary expiration or termination of this Agreement for any reason whatsoever other than termination by EMPLOYER without cause pursuant to Section 6.2; and (ii) during the two (2) year period following the Effective Date if this Agreement is terminated by EMPLOYER without cause pursuant to Section 6.2. However, the foregoing shall not prohibit PHYSICIAN from obtaining employment or otherwise providing services as a physician for U.S. Department of Veterans Affairs health care facilities and other health care facilities owned and operated by State, county, municipal or Federal governments.

b. During the Term and for a period of two (2) years following the date of any voluntary or involuntary expiration or termination of this Agreement for any reason whatsoever, PHYSICIAN shall not directly or indirectly, for his/her own account or for the account of others, induce any patients of EMPLOYER within a twenty (20) mile radius of the Clinic to patronize any professional health care provider other than EMPLOYER; canvas or solicit any business relationship from any patients of EMPLOYER; directly or indirectly request or advise any patients of EMPLOYER to withdraw, curtail, or cancel any patients' business with EMPLOYER; or directly or indirectly disclose to any other person, firm or corporation the names or addresses of any patients of EMPLOYER.

c. During the Term and for a period of two (2) years following the date of any voluntary or involuntary expiration or termination of this Agreement for any reason whatsoever, PHYSICIAN shall not urge, induce, entice or in any manner whatsoever solicit any individuals that are or were employees of EMPLOYER within a twenty (20) mile radius of the Clinic in the twenty-four (24) months prior to PHYSICIAN'S termination of employment, to leave EMPLOYER'S employment.

d. The restrictive covenants, restricted activities and provisions related thereto in this Article VII shall apply to both EMPLOYER and any Affiliates of EMPLOYER. The term "Affiliate" means any corporation, partnership, limited liability partnership, limited liability company, or any other entity controlling, controlled by, or under common control with EMPLOYER.

7.2 Acknowledgement. PHYSICIAN acknowledges that: (a) the terms contained in this Article VII are necessary and appropriate for the reasonable protection of EMPLOYER'S interests; (b) each and every covenant and restriction is reasonable in respect to its subject matter, length of time and geographical area; and (c) EMPLOYER has been induced to enter into this Agreement with PHYSICIAN and is relying upon the representation and covenant by PHYSICIAN that he/she will abide by and be bound by each of the covenants and agreements set

forth herein. PHYSICIAN further represents and acknowledges that the consideration received and to be received, including but not limited to the consideration stated herein, if any, is sufficient to compensate PHYSICIAN for the restrictions imposed under this Agreement. PHYSICIAN warrants that the restrictions contained in this Article VII will not prevent PHYSICIAN from earning a living. PHYSICIAN acknowledges and agrees that such restrictions are necessary and reasonable (including, without limitation, with respect to geographic scope and duration) to protect EMPLOYER's valid interests (including, without limitation, relationships with patients, goodwill, the protection of trade secrets and other of Confidential Information, protection from unfair competition, and other protectable interests).

7.3 Severability. The covenants and restrictions contained in this Article VII are separate and divisible. If, for any reason, any provision or clause is held to be invalid or unenforceable, in whole or in part, the same shall not be held to affect the validity of enforceability of the others, or of any other provision or clause of this Agreement. Each provision shall be enforced to the maximum extent permitted by law.

7.4 Injunctive Relief. The parties hereby agree that in the event of a breach or threatened breach of the provisions of this Article VII irreparable harm and damage will be done to EMPLOYER. Accordingly, PHYSICIAN agrees that: (a) EMPLOYER shall be entitled to an injunction, restraining order restraining any such breach or threatened breach and all other remedies which shall be available to EMPLOYER, at law or in equity, without posting a bond therefor; and (b) PHYSICIAN shall be obligated for all costs and expenses, including reasonable attorney's fees, paid or incurred by EMPLOYER upon his/her breach or threatened breach of any of the provisions of this Article VII.

## ARTICLE VIII CONFIDENTIALITY

8.1 Generally. PHYSICIAN shall not (for the PHYSICIAN's own benefit or the benefit of any third party) use or disclose any confidential or proprietary information of EMPLOYER (collectively, "Confidential Information"). "Confidential Information" includes, by way of example, matters of a business nature, such as proprietary information about costs, profits, markets, sales, lists of customers, and other information of a similar nature and matters of a technical nature, computer programs (including documentation of such programs) and research projects, in each case, to the extent not available to the public and to the extent not independently generated by the PHYSICIAN or others without any reference to the Confidential Information of EMPLOYER, and such materials constituting plans for future development. Notwithstanding the foregoing, the PHYSICIAN may disclose Confidential Information: (a) if compelled to disclose the same by judicial or administrative process or by other requirements of law or regulation (but subject to the following sentence in this Section); (b) if the same hereafter is in the public domain through no fault of the PHYSICIAN; (c) if the same is later acquired by the PHYSICIAN from another source that is not under an obligation to keep such information confidential; or (d) if the same was independently developed by the PHYSICIAN without use of, or reference to, any of the information furnished by or on behalf of EMPLOYER, provided that such independent development can reasonably be proven by written records. If the PHYSICIAN is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar process) to disclose

any Confidential Information, the PHYSICIAN shall provide EMPLOYER with prompt written notice of any such request or requirement so that EMPLOYER may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Section. If, in the absence of a protective order or other remedy or the receipt of a waiver by EMPLOYER, the PHYSICIAN nonetheless, based on the written advice of outside counsel, is required to disclose such information to any tribunal or in accordance with applicable law or regulation, the PHYSICIAN, without liability hereunder, may disclose that portion of such information which such counsel advises the PHYSICIAN he or she is legally required to disclose.

8.2 Delivery of Materials. At any time upon the request of EMPLOYER, the PHYSICIAN (or the PHYSICIAN's heirs or personal representatives) shall deliver to EMPLOYER all documents and materials containing Confidential Information and all documents, materials and other property belonging to EMPLOYER which are in the possession or under the control of PHYSICIAN.

8.3 Works. All discoveries and works made or conceived by the PHYSICIAN during and in the course of the PHYSICIAN's employment by EMPLOYER, individually or jointly with others, which relate to EMPLOYER's activities shall be owned and assignable by EMPLOYER. The terms "discoveries and works" include, by way of example, inventions, computer programs (including documentation of such programs), technical improvements, processes, drawings, and works of authorship, including all publications which relate to the business conducted by any of the Covered Entities or the business, operations or activities of any customer or client of EMPLOYER. The PHYSICIAN shall promptly notify and make full disclosure to, and execute and deliver any documents reasonably requested by, EMPLOYER to evidence or confirm title to such discoveries and works by EMPLOYER, assist EMPLOYER in obtaining or maintaining, at EMPLOYER's expense, United States and foreign patents, copyrights, trade secret protection and other protection of any and all such discoveries and works, and promptly execute, whether during the Term or thereafter, all applications or other endorsements necessary or appropriate to maintain patents and other rights for EMPLOYER or its assignees and to protect its title thereto. The PHYSICIAN hereby assigns to EMPLOYER the PHYSICIAN's interest, if any, in all discoveries and works made or conceived by the PHYSICIAN during and in the course of the PHYSICIAN's employment by EMPLOYER, individually or jointly with others, that related to EMPLOYER's activities and agrees to comply with this Section 8.3 in relation to all such discoveries and works.

8.4 Enforcement.

a. The PHYSICIAN agrees that because a remedy at law may be inadequate to properly compensate EMPLOYER from violations of this Article VIII, injunctive relief may be necessary to affect the intent hereof.

b. In the event that any court of competent jurisdiction shall determine that any one or more of the provisions contained in this Article VIII shall be unenforceable in any respect, then such provisions shall be deemed limited and restricted to the extent that the court shall deem the provision to be enforceable. It is the intention of the parties to this Agreement that the covenants and restrictions in this Article VIII be given the broadest interpretation permitted by law. The invalidity or unenforceability of any provision of any provision therein shall not affect the validity

or enforceability of any other provision hereof. If, in any judicial or arbitration proceedings, a court of competent jurisdiction or arbitration panel should refuse to enforce all of the separate covenants and restrictions in this Article VIII, then such unenforceable covenants and restrictions shall be eliminated from the provisions of this Agreement for the purpose of such proceeding to the extent necessary to permit the remaining separate covenants and restrictions to be enforced in such proceeding.

8.5 Property of Company. The PHYSICIAN acknowledges that from time to time in the course of providing services pursuant to this Agreement, PHYSICIAN shall have the opportunity to inspect and use certain property, both tangible and intangible, of EMPLOYER, and the PHYSICIAN hereby agrees that such property shall remain the exclusive property of EMPLOYER and the PHYSICIAN shall have no right or proprietary interest in such property, whether tangible or intangible including, without limitation, the customer and supplier lists, contract forms, books of account, computer programs and similar property of EMPLOYER.

8.6 Acknowledgement. PHYSICIAN acknowledges that: (a) the terms contained in this Article VIII are necessary and appropriate for the reasonable protection of EMPLOYER's interests; (b) each and every covenant and restriction is reasonable in respect to its subject matter, length of time and geographical area; and (c) EMPLOYER has been induced to enter into this Agreement with PHYSICIAN and is relying upon the representation and covenant by PHYSICIAN that he will abide by and be bound by each of the covenants and agreements set forth herein. PHYSICIAN further represents and acknowledges that the consideration received and to be received, including but not limited to the consideration stated herein, if any, is sufficient to compensate PHYSICIAN for the restrictions imposed under this Agreement. PHYSICIAN warrants that the restrictions contained in this Article VIII will not prevent PHYSICIAN from earning a living, and that they are necessary to protect the Confidential Information and/or trade secrets of EMPLOYER. PHYSICIAN acknowledges and agrees that such restrictions are necessary and reasonable (including, without limitation, with respect to geographic scope and duration) to protect EMPLOYER's valid interests (including, without limitation, relationships with patients, goodwill, the protection of trade secrets and other of Confidential Information, protection from unfair competition, and other protectable interests.

## ARTICLE IX MISCELLANEOUS

9.1 Availability. To maintain availability (if applicable), EMPLOYER may, at its own expense, provide PHYSICIAN with a cell phone or radio paging or "beeper" device for his/her use. Such cell phone or radio-paging device shall remain the property of EMPLOYER, and PHYSICIAN shall be liable for its safekeeping and any loss, but not ordinary wear and tear.

9.2 Paragraph Headings. The paragraph headings in this Agreement are for convenience only and are not intended to govern, limit, or affect the meanings of the paragraphs.

9.3 Amendments. No amendments or supplements to this Agreement shall be binding unless in writing and signed by the party to be charged.

9.4 Waiver. Failure to insist upon strict compliance with any of the terms, covenants, or conditions hereof in any instance shall not be deemed a waiver of any such term, covenant, or condition, nor shall any waiver or relinquishment of any right or power hereunder at any one or more times be deemed a waiver or relinquishment of such right or power at any other time or times.

9.5 Severability. If for any reason any provision of this Agreement shall be deemed by a court of competent jurisdiction to be invalid or unenforceable, the validity and enforceability of the remainder of this Agreement shall not be affected and such provision shall be deemed modified to the minimum extent necessary to make such provision consistent with applicable law, and, in its modified form, such provision shall then be enforceable. Each provision shall be enforced to the maximum extent permitted by law.

9.6 Benefit and Assignability. PHYSICIAN's services are personal in nature and PHYSICIAN shall not assign this Agreement or any rights or obligations hereunder. EMPLOYER may transfer or assign this Agreement to a successor, acquirer, or affiliated party that may acquire EMPLOYER or substantially all of the assets of EMPLOYER and PHYSICIAN consents to any such transfer or assignment. The provisions of this Agreement shall survive the assignment of this Agreement by the EMPLOYER to any successor in interest or other assignee.

9.7 Notices. All notices which either Party is required or may desire to give to the other under or in conjunction with this Agreement shall be in writing and shall be given by addressing the same to such other Party at the address set forth below, and by depositing the same addressed, certified mail, postage prepaid, return receipt requested, or by overnight mail or by reputable courier service, or by delivering the same personally to such other Party:

**As to PHYSICIAN:**

At the address first set forth above

**As to EMPLOYER:**

9725 NW 117<sup>th</sup> Ave – Suite 200  
Miami, FL, 33178

Attn: Jason Conger, SVP, Business Development

9.8 Applicable Law. This Agreement shall be deemed executed and delivered in Florida and shall be subject to and construed in accordance with the laws of the State of Florida.

9.9 Rule of Construction. The parties agree and acknowledge that this is a negotiated agreement and that the rule of construction that any ambiguities are to be construed against the drafting party shall not apply.

9.10 Further Assurances. PHYSICIAN agrees that he/she will execute and deliver any such documents or information as may be deemed reasonably advisable or necessary by EMPLOYER, its legal counsel, or its accountants in order to carry out the purposes of this Agreement.

9.11 Other Contracts. EMPLOYER and PHYSICIAN agree that there are no other arrangements between EMPLOYER (or any affiliate) and PHYSICIAN (or any immediate family member of PHYSICIAN, as defined in the Federal Stark Regulations), or if any such contracts or other arrangements exist, they are included on a master list of contracts that is maintained centrally by EMPLOYER.

9.12 Entire Agreement. This constitutes the entire understanding between PHYSICIAN and EMPLOYER with respect to the subject matter hereof and supersedes any and all prior understandings, written or oral. Any earlier agreements, discussions or negotiations between EMPLOYER and PHYSICIAN are null and void and shall be of no further effect after the date hereof.

9.13 Confidentiality. PHYSICIAN agrees that he/her will not discuss nor share the contents of this Agreement with any other individual or party excepting his/her spouse, attorney and accountant, where such a need exists.

9.14 Tolling. If PHYSICIAN violates the Agreement, the period of restriction as set forth above in Article VII, is tolled during any period of PHYSICIAN's violation and all restrictions shall automatically be extended by a period of time equal to the period of time the PHYSICIAN is in violation of any such restrictions, if EMPLOYER seeks enforcement after learning of PHYSICIAN's violation.

9.15 Notification of New Employer. In the event that PHYSICIAN leaves the employ of the EMPLOYER, to the extent permitted by law, PHYSICIAN hereby consents to the notification of PHYSICIAN's new employer of PHYSICIAN's rights and obligations under this Agreement and acknowledges that the EMPLOYER may send a copy or a redacted copy of this Agreement to PHYSICIAN's new employer.

[signatures continued on following page]



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

WITNESS:

Print: \_\_\_\_\_

EMPLOYER:

CANO HEALTH, LLC

By: \_\_\_\_\_

Name: Marlow Hernandez

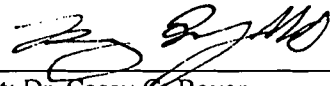
Title: Chief Executive Officer

Date: \_\_\_\_\_

WITNESS:

Print: \_\_\_\_\_

PHYSICIAN: DR. CASEY G. BOYER



Print: Dr. Casey G. Boyer

Date: \_\_\_\_\_

5/7/21

[Signature page to Employment Agreement]





**SCHEDULE 4.1**

**COMPENSATION**

**Base Salary:**

PHYSICIAN shall receive a base annual salary of \$200,000 per year, payable biweekly in installments (\$7,692.31 per period), consistent with EMPLOYER's normal payroll schedule, subject to withholding and other taxes as more particularly set forth in Section 4.1.

**Performance Bonus:**

(a) Performance Bonus Terms. Subject to continued employment in good standing under this Agreement as of the applicable payment date set forth below, including compliance by PHYSICIAN with the obligations set forth Article VII herein:

(i) First Annual Bonus

(A) PHYSICIAN shall be paid an First Annual Bonus within ninety (90) days following the first anniversary of the Effective Date, in the amount of \$692 per Humana Medicare Advantage Member in the Clinic's patient membership panel on the first anniversary of the Effective Date. In no case will the First Annual Bonus exceed \$110,000.

(ii) Second Annual Bonus

(A) PHYSICIAN shall be paid a Second Annual Bonus within ninety (90) days following the second anniversary of the Effective Date, in the amount of \$692 per Humana Medicare Advantage Member in the Clinic's patient membership panel on the second anniversary of the Effective Date. In no case will the Second Annual Bonus exceed \$110,000.

(iii) Third Annual Bonus

(A) PHYSICIAN shall be paid a Third Annual Bonus within ninety (90) days following the third anniversary of the Effective Date, in the amount of \$692 per Humana Medicare Advantage Member in the Clinic's patient membership panel on the third anniversary of the Effective Date. In no case will the Third Annual Bonus exceed \$110,000.

(b) Performance Bonus Matters.

(i) Any bonus payments shall be subject to all applicable withholding and payroll taxes.

(ii) In the event PHYSICIAN's employment terminates prior to the third anniversary of the Effective Date, the First Annual Bonus, the Second Annual Bonus or

(ii) In the event PHYSICIAN's employment terminates prior to the third anniversary of the Effective Date, the First Annual Bonus, the Second Annual Bonus or the Third Annual Bonus, as applicable, and the "not to exceed amount" shall be pro-rated to the date of termination. For example, if employment terminates at the end of the first six (6) months after the Effective Date, the bonus will be \$346 per Humana Medicare Advantage Member up to a maximum amount of \$55,000.

**SCHEDULE 4.2**

**FRINGE BENEFITS**

Paid Time Off: 20 days of paid time off, sick leave and personal time per year. Additional unpaid days for time off or personal time may be arranged between EMPLOYER and PHYSICIAN, provided coverage is arranged in advance. Paid Time Off is based on a calendar year and is accrued on a bi-weekly basis. PHYSICIAN shall also be paid for holidays recognized by EMPLOYER as determined annually by EMPLOYER.

Benefits: Medical, Dental, 401K and other benefits that are provided to physicians comparably employed by EMPLOYER and in accordance with EMPLOYER company policies.

Continuing Medical Education and Licensing: EMPLOYER will reimburse the PHYSICIAN, up to a maximum of \$2,000 per year, for necessary Continuing Education and licensing and board expenses such as: 1) biannual Florida medical license renewal fee, 2) National medical association membership (AMA, AOA) if required for board certification and 3) DEA license renewal fee. Up to three (3) CME days per year (as long as it is consistent with need for licensure) will not be counted as Vacation (paid time off).

No fringe benefit is paid or payable to PHYSICIAN or to any heir, beneficiary or successor to PHYSICIAN in the event of a termination with, or without, cause.

Mr. Bob Camerlinck  
Chief Operating Officer  
Cano Health

January 26<sup>th</sup> 2024

1090 Jupiter Park Drive, 2nd Floor  
Jupiter, FL. 33458

Pursuant to Section 6.2 of the Employment Agreement, I, Casey Boyer MD, hereby give notice of my intent to terminate the Agreement. As the Agreement requires ninety (90) days' notice, my last day will be Thursday, April 25, 2024.

Casey Boyer MD

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| <input type="checkbox"/> Adult Signature Required            | \$0.00 |
| <input type="checkbox"/> Adult Signature Restricted Delivery | \$0.00 |

Postage \$0.68

Total Postage and Fees \$5.08

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| Thu 02/01/2024              |     |      |        |
| Certified Mail®             |     |      | \$4.40 |
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| 70212720000338132018        |     |      |        |
| Return Receipt              |     |      | \$3.65 |
| Tracking #:                 |     |      |        |
| 9590 9402 7239 1284 9679 18 |     |      |        |
| Total                       |     |      | \$8.73 |

Grand Total: \$8.73

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 Approval #: 806648  
 Transaction #: 146  
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(<https://reg.usps.com/xsell?app=UspsTools&ref=homepageBanner&appURL=https%3A%2F%2Finformeddelivery.usps.com/box/pages/intro/start.action>)

Tracking Number:

[Remove X](#)

**70212720000338132018**

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[Add to Informed Delivery \(https://informedelivery.usps.com/\)](https://informedelivery.usps.com/)

## Latest Update

Your item was delivered to an individual at the address at 11:47 am on February 1, 2024 in JUPITER, FL 33458.

## Delivered

**Delivered, Left with Individual**

JUPITER, FL 33458

February 1, 2024, 11:47 am

[See All Tracking History](#)

**Get More Out of USPS Tracking:**

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**What Do USPS Tracking Statuses  
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**Product Information**



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(https://reg.usps.com/xselt?app=UspTools&ref=homepageBanner&appURL=https%3A%2F%2Finformeddelivery.usps.com/box/pages/intro/start.action)

Tracking Number:

Remove X

9590940272391284967918

Copy

Add to Informed Delivery (https://informedelivery.usps.com/)

Latest Update

Your item was delivered in or at the mailbox at 2:30 pm on February 3, 2024 in WEST PALM BEACH, FL 33406.

Get More Out of USPS Tracking:  
USPS Tracking Plus®

Delivered

Delivered, In/At Mailbox  
WEST PALM BEACH, FL 33406  
February 3, 2024, 2:30 pm

Arrived at USPS Regional Facility  
WEST PALM BEACH FL  
DISTRIBUTION CENTER  
February 1, 2024, 8:37 pm

Return Receipt Associated  
January 30, 2024, 3:04 pm

Hide Tracking History

Feedback

What Do USPS Tracking Statuses  
Mean?  
(https://faq.usps.com/s/article/Where-is-my-package)

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Product Information



**Membership Roster**  
(ID:147)**STANDARD****HealthyPartners**1090 Jupiter Park Drive Suite 101  
Jupiter FL, 33458

Phone: (561) 745-3877

Fax: (561) 745-3866

| Criteria        |                      |
|-----------------|----------------------|
| Active Contract | Only                 |
| Contract Key    | 000226814-HPPC BOYER |
| Group By        | Contract Key         |
| LOB Category    | Medicare-Risk        |
| Payer           | Humana               |
| PE Date         | 04/01/2024           |



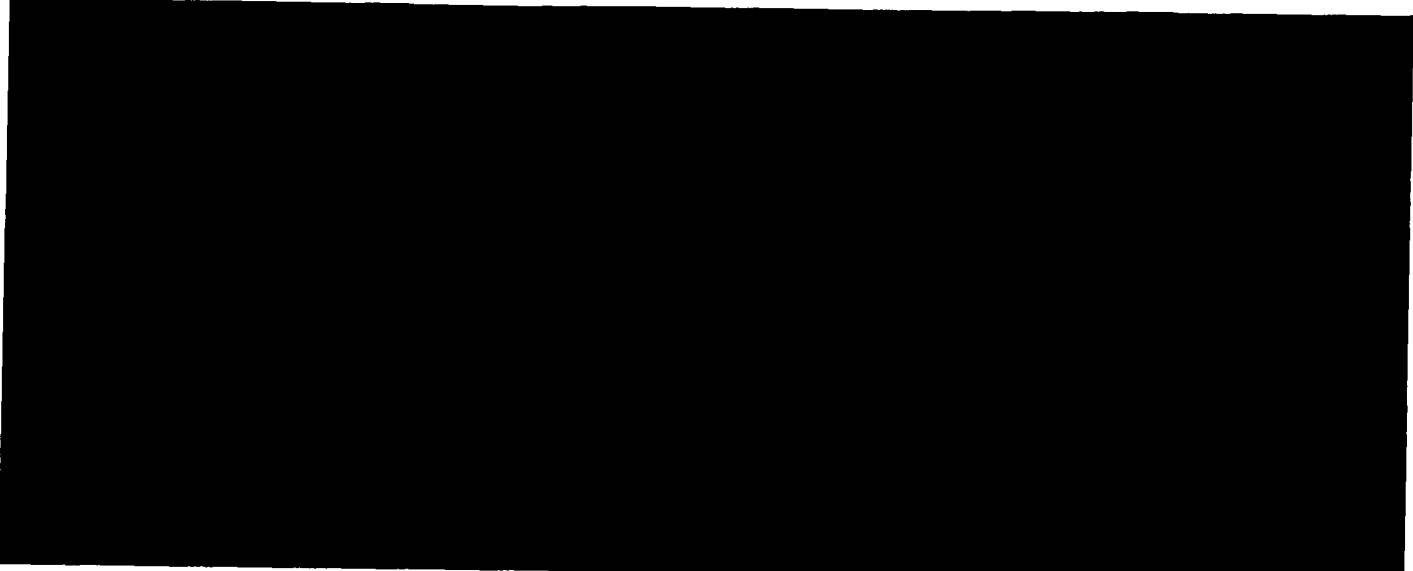
**Membership Roster**  
 (ID:147)


**HealthyPartners**

 1090 Jupiter Park Drive Suite 101  
 Jupiter, FL, 33458

Phone: (561) 745-3877

Fax: (561) 745-3866



| Contract                    | Add      | Transfer Out | Termination | Current    | Status Changes | Net Change |
|-----------------------------|----------|--------------|-------------|------------|----------------|------------|
| Humana-000226814-HPPC BOYER | 3        | -11          | -4          | 165        | -12            | -12        |
| <b>Total</b>                | <b>3</b> | <b>-11</b>   | <b>-4</b>   | <b>165</b> | <b>-12</b>     | <b>-12</b> |

**Medicaid Dual Eligibility Legend**

 \*\* - Enrolled in Medicare A and/or B, but no Part D enrollment data for the beneficiary (\*\*)  
 ↑

00 - Not Medicare enrolled for the month (00)

01 - QMB only (Qualified Medicare Beneficiaries; Medicaid pays Part A &amp; B premiums) (01)

02 - QMB and Medicaid coverage including RX (aka QMB Plus; full Medicaid) (02)

03 - SLMB only (Specified Low-Income Medicare Beneficiaries; Medicaid pays Part B premium) (03)

04 - SLMB and Medicaid coverage including RX (aka SLMB Plus; full Medicaid) (04)

05 - QDWI (Qualified Disabled and Working Individuals; Medicaid purchases Part A benefits, but no Medicaid benefits) (05)

06 - Qualifying Individuals (QI); Medicaid pays Part B premium, but no Medicaid benefits) (06)

08 - Other Dual Eligibles (Non-QMB, SLMB, QWDI, or QI) w/Medicaid coverage including RX (08)

09 - Other Dual Eligibles but without Medicaid coverage (09)

10 - Other Full Dual (10)

NA - Non-Medicaid (NA)

XX - Enrolled in Medicare A and/or B, but no MIIR\* record for the month (XX)

**Re: resending cme request**

Eugenio Menendez <Eugenio.Menendez@canohealth.com>

Thu 2/1/2024 2:20 PM

To: Casey Boyer <Casey.Boyer@healthypartners.com>

Primary care- geriatrics and derm should be fine.

Thanks,

Gene

**Eugenio L. Menendez D.O., F.A.C.P.**

Diplomate American Board of Internal Medicine

District 9 Medical Director

Cano Health

1990 North Federal Highway, Pompano Beach, FL 33062

954-942-2247 Office

305-968-3912 Mobile

---

**From:** Casey Boyer <Casey.Boyer@healthypartners.com>

**Sent:** Thursday, February 1, 2024 1:54 PM

**To:** Eugenio Menendez <Eugenio.Menendez@canohealth.com>

**Subject:** Re: resending cme request

ok, I thought you had to approve the content of the course first.

*Casey G Boyer MD*

---

**From:** Eugenio Menendez <Eugenio.Menendez@canohealth.com>

**Sent:** Thursday, February 1, 2024 10:54 AM

**To:** Casey Boyer <Casey.Boyer@healthypartners.com>

**Cc:** Billy Stechschulte <Billy.Stechschulte@canohealth.com>

**Subject:** Re: resending cme request

Hi Casey,

CME requests need to be submitted in ADP and the PTO for CME request paper form completed and given to your manager for approval and coverage. Once CME is completed, you can submit in Oracle for reimbursement.

Thanks,

Gene

**Eugenio L. Menendez D.O., F.A.C.P.**

Diplomate American Board of Internal Medicine

District 9 Medical Director

Cano Health

1990 North Federal Highway, Pompano Beach, FL 33062

954-942-2247 Office

305-968-3912 Mobile

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Order #183585 was placed on **Feb 15, 2024** and is currently **Completed**.

 **PRINT INVOICE**

## Order details

### Product

### Total

Physician (MD/DO) × 1

Primary Care Update: Addiction Medicine, Dermatology, Geriatrics, Office  
Orthopedics and Sports Medicine

*Mar 24, 2024 - Mar 30, 2024*

Disney's Grand Floridian Resort & Spa

Walt Disney World, FL United States

**\$1,799.00**

### Ticket ID

**PCUOFDWYCR20210212-232-Z8OCV6**

### Security Code

**c6ac1d3e5a**

**Accepted Cancellation Policy:** Yes

**Lodging:** I do not need lodging.

### Subtotal:

**\$1,799.00**

### Payment method:

**Credit  
Card**

### Total:

**\$1,799.00**

**VIEW OTHER UPCOMING CONFERENCES**

## Your Tickets

Patricia Boyer

Physician (MD/DO) - \$1,799.00

## Billing address

Patricia Boyer

1437 Mediterranean Road East

West Palm Beach, FL 33406

Continuing Medical Education | Organized by Primary Care Healthcare Professionals | 100% Free of Cc



MCE Educational Conferences certifies that

**Casey Boyer**

Is Awarded **12 Credits** in the Live Activity Titled:  
**Dermatology and Geriatrics for Primary Care**  
On March 24 - 26, 2024, in Lake Buena Vista, FL

**Accreditation**

This live activity is acceptable for up to 12 Prescribed credits by the American Academy of Family Physicians (When applying for the AMA PRA, earned Prescribed credits must be reported as Prescribed credits, not as Physicians may only report actual hours attended. **AAFP Activity ID# 103784**

MCE Educational Conferences is accredited by the Accreditation Council for Continuing Medical Education (ACCME) for continuing medical education for physicians. **ACCME Activity ID# 202556611**

AAFP and ACCME credit is accepted by the American Medical Association; this Activity is designated for 12 / Credit(s)™

This activity has been reviewed and is designated for 4.4 pharmacology contact hours.

This program includes 2 hours of content intended to meet the Medication Access and Training Expansion (MAT) requirements for DEA license renewal.

Attendee Signature: \_\_\_\_\_

Continuing Medical Education | Organized by Primary Care Healthcare Professionals | 100% Free of Cost



MCE Educational Conferences certifies that

**Casey Boyer**

Is Awarded **12 Credits** in the Live Activity Titled:

**Primary Care Update: Addiction Medicine, Office Orthopedics and Sports Medicine**

On March 28 - 30, 2024, in Lake Buena Vista, FL

**Accreditation**

This live activity is acceptable for up to 12 Prescribed credits by the American Academy of Family Physicians (When applying for the AMA PRA, earned Prescribed credits must be reported as Prescribed credits, not as Live Credits). Physicians may only report actual hours attended. **AAFP Activity ID# 103907**

MCE Educational Conferences is accredited by the Accreditation Council for Continuing Medical Education (ACCME) for continuing medical education for physicians. **ACCME Activity ID# 202556614**

AAFP and ACCME credit is accepted by the American Medical Association; this Activity is designated for 12 / Credit(s)™

This activity has been reviewed and is designated for 3.1 pharmacology contact hours.

This program includes 6 hours of content intended to meet the Medication Access and Training Expansion (MAT) requirements for DEA license renewal.

Attendee Signature: \_\_\_\_\_

From: Casey Boyer <Casey.Boyer@healthypartners.com>

Sent: Thursday, April 11, 2024 4:42:07 PM

To: Eugenio Menendez <Eugenio.Menendez@canohealth.com>

Cc: Alexandro Gonzalez <Alexandro.Gonzalez@canohealth.com>

Subject: CME expense approval

Good afternoon Gene,

My CME request was assigned to you, but I know you are no longer my medical director.

See attachment.

Is this ok? Or should it somehow be assigned to Alex.

I remember in the last provider meeting it was said that these were going to be handled differently, but I forgot the details.

Thanks,

Casey

Casey G Boyer MD

This message and attachments if any, are intended only for the use of the addressee and may contain information that is attorney client privilege and the message is not the intended recipient or an authorized representative of the intended recipient, you are hereby notified that any dissemination of it Health does not waive confidentiality or any attorney client privilege due to transmission error. If you have received this communication in error, notify delete the message and any attachments from your system. Thank you.

---

From: Casey Boyer <Casey.Boyer@healthypartners.com>

Sent: Friday, April 12, 2024 11:45 AM

To: Eugenio Menendez <Eugenio.Menendez@canohealth.com>

Cc: Alexandro Gonzalez <Alexandro.Gonzalez@canohealth.com>; Billy Stechschulte <Billy.Stechschulte@canohealth.com>

Subject: Re: CME expense approval

Thank you Gene,

Casey G Boyer MD

---

From: Eugenio Menendez <EugenioMenendez@canohealth.com>

Sent: Thursday, April 11, 2024 8:33 PM

To: Casey Boyer <Casey.Boyer@healthypartners.com>

Cc: Alexandro Gonzalez <Alexandro.Gonzalez@canohealth.com>; Billy Stechschulte <Billy.Stechschulte@canohealth.com>

Subject: Re: CME expense approval

Hi Casey,

It's assigned to me. I'm waiting for approval from Dr. Stechschulte. I should know soon.

Have a good night,

Gene

Out Outlook for 2024

**From:** Billy Stechschulte <Billy.Stechschulte@canohealth.com>

**Sent:** Friday, April 12, 2024 4:03 PM

**To:** Eugenio Menendez <Eugenio.Menendez@canohealth.com>; Casey Boyer <Casey.Boyer@healthypartners.com>

**Subject:** Re: CME expense approval

Hi Casey,

We do not reimburse CME expenses once an employee has resigned. I double checked with our HR and legal departments.

Get Outlook for iOS

---

**From:** Casey Boyer <Casey.Boyer@healthypartners.com>

**Sent:** Friday, April 12, 2024 11:48:33 AM

**To:** Eugenio Menendez <Eugenio.Menendez@canohealth.com>

**Cc:** Billy Stechschulte <Billy.Stechschulte@canohealth.com>

**Subject:** Fw: CME expense approval

I'm only requesting a prorated portion of the \$5000.00 allowance.

Casey G Boyer MD



From: Casey Boyer <Casey.Boyer@healthypartners.com>

Sent: Friday, April 12, 2024 4:17 PM

To: Billy Stechschulte <Billy.Stechschulte@canohealth.com>

Subject: Re: CME expense approval

Importance: High

Hi Billy,

There are 2 issues with this.

First, Melissa wasn't sure at first as well, but subsequently the CME days were approved. This implies the courses would be covered.

I also presented the course to Eugenio, and he thought it was fine.

I was still employed during that time. No such policy was ever presented to me.

I will need supporting documentation of the policy you are referring to, please have legal and/or HR provide this written policy.

Thank You,

Casey

Casey G Boyer MD

From: Billy Stechschulte <[Billy.Stechschulte@canohealth.com](mailto:Billy.Stechschulte@canohealth.com)>

Sent: Monday, April 22, 2024 2:38 PM

To: Casey Boyer <[Casey.Boyer@healthypartners.com](mailto:Casey.Boyer@healthypartners.com)>

Subject: RE: CME expense approval

Hi Casey,

Sorry I was away all of last week. I spoke to HR and they informed me that you have been having discussions with them. When a provider takes off work and still get paid a salary during that time. We do not want to hinder you from renewing your license. But we do not take action after the provider has resigned. There is nothing in writing to my knowledge but all benefits provided are at the discretion of the company.

Thanks,

Billy

William M. Stechschulte, D.O.

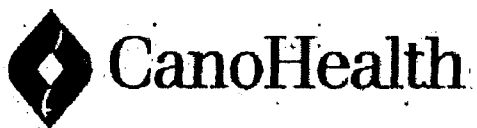
Territory Medical Director for Broward and Palm Beach

Cell: 561-248-4393

Office: 561-790-0789

11700 Okeechobee Blvd, Royal Palm Beach Florida 33411

[Billy.Stechschulte@canohealth.com](mailto:Billy.Stechschulte@canohealth.com)



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