

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

In re:

GLOBAL WOUND CARE MEDICAL GROUP, a
Professional Corporation,¹

Debtor.

Chapter 11

Case No. 24-34908 (CML)

**DEBTOR’S APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING
THE EMPLOYMENT AND RETENTION OF DENTONS US LLP AS
BANKRUPTCY COUNSEL, EFFECTIVE AS OF THE PETITION DATE**

IF YOU OBJECT TO THE RELIEF REQUESTED, THEN YOU MUST RESPOND IN WRITING. UNLESS OTHERWISE DIRECTED BY THE COURT, YOU MUST FILE YOUR RESPONSE ELECTRONICALLY AT [HTTPS://ECF.TXSB.USCOURTS.GOV/](https://ecf.txsb.uscourts.gov) WITHIN TWENTY-ONE (21) DAYS FROM THE DATE THIS APPLICATION WAS FILED. IF YOU DO NOT HAVE ELECTRONIC FILING PRIVILEGES, THEN YOU MUST FILE A WRITTEN OBJECTION THAT IS ACTUALLY RECEIVED BY THE CLERK WITHIN TWENTY-ONE (21) DAYS FROM THE DATE THIS APPLICATION WAS FILED. OTHERWISE, THE COURT MAY TREAT THIS APPLICATION AS UNOPPOSED AND GRANT THE RELIEF REQUESTED.

Global Wound Care Medical Group, a Professional Corporation (the “Debtor”) files this application (the “Application”) to employ Dentons US LLP (“Dentons”) as counsel to the Debtor. Subject to approval by the Bankruptcy Court, the Debtor has engaged Dentons to represent the Debtor as of the Petition Date pursuant to the Engagement Letter, a true and correct copy of which is attached hereto as **Exhibit A**. In support of this Application, the Debtor refers the Court to the *Declaration of Ralph Cetrulo in Support of Chapter 11 Petition and First Day Motions* [Docket No. 8] (the “First Day Declaration”), and submits the *Declaration of Samuel R. Maizel* (the “Maizel Declaration”) and the *Declaration of Ralph Cetrulo* (the “Cetrulo Declaration”), attached hereto as **Exhibits B and C**, and respectfully states as follows:

¹ The last four digits of the Debtor’s tax identification number in the jurisdiction in which it operates is 3572.



JURISDICTION AND VENUE

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

2. The statutory basis for the relief requested are §§ 327(a) and 330 of chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”),² Rules 2014, 2016 and 6003 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and Rule 2014-1 of the Local Rules (the “Local Rules”) for the United States Bankruptcy Court for the Southern District of Texas.

BACKGROUND

3. On October 21, 2024 (the “Petition Date”), the Debtor filed a voluntary petition for relief pursuant to chapter 11 of the Bankruptcy Code.

4. The Debtor continues to operate its business and manage its property as a debtor-in-possession pursuant to §§ 1107 and 1108 of the Bankruptcy Code.

5. No trustee, examiner or official committee has been appointed in this chapter 11 case.

6. A description of the Debtor, its business, and the facts and circumstances supporting this Motion and the reasons for commencing this case are set forth in greater detail in the First Day Declaration. The First Day Declaration is incorporated by reference herein.

² Unless specified otherwise, all chapter and section references are to the Bankruptcy Code and “Rule” references are to the Bankruptcy Rules.

JURISDICTION

7. The Court has jurisdiction to consider this matter pursuant to 28 U.S.C. § 1344. 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.

RELIEF REQUESTED

8. By this Application, pursuant to sections 327(a), 329 and 504 of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016(b), and Bankruptcy Local Rules 2014-1 and 2016-1, the Debtor requests entry of an order (i) authorizing the retention and employment of Dentons as attorneys for the Debtor effective as of the Petition Date and (ii) granting related relief.

9. The Debtor requests that the Court approve the retention of Dentons as its attorneys to perform the extensive legal services that will be required during this chapter 11 case in accordance with Dentons' normal hourly rates in effect when services are rendered and Dentons' normal reimbursement policies. In support of this Application, the Debtor submits the Maizel Declaration and the Cetrulo Declaration, which are attached hereto as **Exhibits B and C**.

10. A proposed form of order granting the relief requested herein is annexed hereto as **Exhibit E** (the "Proposed Order").

RELIEF REQUESTED SHOULD BE GRANTED

11. Section 327(a) of the Bankruptcy Code provides that "the trustee, with the court's approval, may employ one or more attorneys... [who] do not hold or represent an interest adverse to the estate, and [who] are disinterested persons, to represent or assist the trustee in carrying out the trustee's duties under the Bankruptcy Code." 11 U.S.C. § 327(a).

12. Employment of Dentons as of the effective as of the Petition Date is warranted under the circumstances of this chapter 11 case. Dentons has provided and will continue to provide

services valuable to the Debtor's prosecution of this chapter 11 case. *See, e.g., In re Triangle Chemicals, Inc.*, 697 F.2d 1280, 1288-89 (5th Cir. 1983) (indicating that bankruptcy courts have the power to enter an order authorizing the employment of an advisor to the debtor effective as of the petition date); *In re Arkansas Co.*, 798 F.2d 645, 648 (3d Cir. 1986) (“[T]he bankruptcy courts have the power to authorize retroactive employment of counsel and other professionals under their broad equity power.”) (collecting cases). Furthermore, Bankruptcy Local Rule 2014-1(b)(1) provides that an application for approval of employment made within 30 days of the commencement of the provision of services is deemed contemporaneous. Nonetheless, the Debtor is requesting approval effective as of the Petition Date out of an abundance of caution.

DENTONS' QUALIFICATIONS

13. As set forth in the Maizel Declaration, Dentons is well-qualified to serve as the Debtor's counsel in this Case. Dentons is a full-service law firm with attorneys who regularly advise debtors, creditors' committees and other parties-in-interest in chapter 11 cases. The firm's professionals have substantial experience in virtually all legal issues that may arise in the Case. In particular, Dentons' professionals have substantial experience in the areas of bankruptcy and restructuring in the healthcare industry (including negotiating or litigating issues with the Centers for Medicare and Medicaid Services), as well as corporate and tax law.

14. More specifically, as to Dentons' global footprint, Dentons' substantial complex litigation experience and Dentons' expertise in multiparty complex reorganization cases makes Dentons well-suited to represent the Debtor in the Chapter 11 Case. Dentons is the world's largest global law firm with more than 160 offices in more than 80 countries. Dentons US is well known for its (i) litigation expertise in complex cases; (ii) deep experience in representing clients across

numerous industries and jurisdictions; and (iii) handling and resolving sophisticated, complex disputes facing debtors-in-possession.

15. Dentons is a law firm with over 1,000 lawyers practicing in the United States. Dentons is a global legal practice providing client services worldwide through its member firms and affiliates, each of which is its own “Legal Practice.” The Debtor is not retaining any Dentons Legal Practice other than Dentons.

16. Given Dentons’ global footprint, expertise and pre-petition representation of the Debtor, the Debtor seeks to retain Dentons post-petition because of Dentons’ trusted representative relationship with the Debtor, extensive knowledge of the Debtor’s business and financial affairs and work on the Chapter 11 Case, general experience and knowledge, and its recognized expertise and excellent reputation in matters involving litigation and securities disputes.

17. As set forth in the Maizel Declaration, Dentons is familiar with the Debtor’s business, the nature of certain of the claims asserted against the Debtor and the posture of the Case. Immediately after the Debtor requested that Dentons represent it, Dentons spent significant amounts of time to familiarize itself with all aspects of the Debtor’s business. If the Debtor were to retain new counsel, considerable time and effort would need to be spent by that new counsel so that it was familiar with the Debtor’s business and the Case.

SERVICES TO BE PROVIDED

18. The Debtor anticipates that Dentons will render general legal services to the Debtor as needed throughout the course of the Case, with a focus on bankruptcy, healthcare, corporate, real estate, tax, finance and litigation, to the extent necessary, including negotiating and/or litigating issues with the Centers for Medicare and Medicaid Services. In particular, the Debtor anticipates that Dentons will perform, among others, the following legal services:

- a. Advising the Debtor with regard to the requirements of the Bankruptcy Court, Bankruptcy Code, Bankruptcy Rules and the Office of the United States Trustee as they pertain to the Debtor;
- b. Advising the Debtor with regard to certain rights and remedies of the bankruptcy estate and rights, claims and interests of creditors;
- c. Taking all necessary actions to protect and preserve the Debtor's estate, including the prosecution of actions on the Debtor's behalf, the defense of any actions commenced against the Debtor, the negotiation of disputes in which the Debtor is involved and the preparation of objections to claims filed against the Debtor's estate;
- d. Representing the Debtor in any proceeding or hearing in the Bankruptcy Court involving the estate unless the Debtor is represented in such proceeding or hearing by other special counsel;
- e. Conducting examinations of witnesses, claimants or adverse parties and representing the Debtor in any adversary proceeding (except to the extent that any such adversary proceeding is in an area outside of Dentons' expertise);
- f. Preparing and assisting the Debtor in the preparation of reports, applications, pleadings and orders including, but not limited, applications to employ professionals, interim statements and operating reports, initial filing requirements, schedules and statement of financial affairs, and pleadings with respect to the Debtor's use, sale or lease of property outside the ordinary course of business;
- g. Assisting the Debtor and taking all necessary actions in connection with the negotiation, formulation, preparation and confirmation of a plan of reorganization and the

preparation and approval of a disclosure statement in connection with the plan of reorganization;

h. Taking all necessary actions to protect and preserve the value of the Debtor's estate and all related matters;

i. Performing any other services which may be appropriate in connection with the representation of the Debtor during this bankruptcy Case.

19. The Debtor requires knowledgeable counsel to render it the essential professional services it requires in the Case. As noted above, Dentons has substantial expertise in all of the relevant areas described above. Accordingly, the Debtor respectfully submits that Dentons is well qualified to perform these services and represent the Debtor's interests in the Case.

DENTONS' DISINTEREDNESS

20. Pursuant to Bankruptcy Rule 2014(a), Dentons must disclose in this Application the connection between it, the Debtor and any potential conflicts of interest.

21. Dentons is a limited law partnership. To the best of the Debtor's knowledge, the partners of, counsel to, and associates of Dentons do not have any connection with or any interest adverse to the Debtor, its creditors, or any other party-in-interest, or their respective attorneys and accountants, except as may be set forth in the Maizel Declaration.

22. As set forth in the Maizel Declaration, in connection with the proposed retention by the Debtor, Dentons reviewed the parties in interest and compared the names of parties in interest to those in the entire Dentons Group database for the purpose of checking conflicts and connections. Thus, any disclosure concerns all of Dentons Group.

23. Pursuant to Bankruptcy Rule 2014(a), Dentons must disclose in this Application the connection between it, the Debtor and any potential conflicts of interest. To the best of the

Debtor's knowledge, information and belief, neither Dentons nor any of its attorneys have connections with the Debtor, its creditors, equity security holders, or any other party in interest, or their respective attorneys, accountants, the U.S. Trustee, or any person currently employed in the Office of the U.S. Trustee, in any matters related to the Debtor or its estate. To the best of the Debtor's knowledge, based upon the Maizel Declaration, Dentons (i) does not hold any adverse interest or represent any entity having an adverse interest in connection with the Case, and, further, (ii) is a "disinterested person" as that term is defined in § 101 (14) of the Bankruptcy Code, as modified by § 1107(b) of the Bankruptcy Code.

24. As explained in the Maizel Declaration, Dentons is continuing to conduct inquiries into any matters that would affect its disinterested status. In the event additional disclosure is necessary, Dentons will file a supplemental verified statement setting forth any facts and circumstances relevant thereto. The Debtor is aware that, because Dentons is a large law firm with diverse clients, Dentons may currently represent, may have represented, or may have connections to certain creditors of the Debtor's estate or other parties in interest in matters unrelated to the Debtor or the Case. Disclosures with respect to such engagements or connections are in the Maizel Declaration.

25. Based upon the Maizel Declaration, the Debtor believes Dentons is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code.

PROFESSIONAL COMPENSATION

26. As set forth in the Maizel Declaration, prior to the Petition Date, Dentons received a retainer in the amount of \$500,000 for professional services performed and to be performed, including the commencement and prosecution of this chapter 11 case. On October 21, 2024,

Dentons paid itself from those funds the amount of fees and expenses incurred pre-petition in the amount of \$334,747.15. Dentons has a remaining credit balance in favor of the Debtor for professional services performed and to be performed, and expenses incurred and to be incurred, in connection with this chapter 11 case, in the approximate amount of \$165,252.85. Dentons intends to retain this balance on account for services rendered and expense incurred subsequent to the Petition Date.

27. Subject to this Court's approval, Dentons intends to charge the Debtor for legal services on an hourly basis and to seek reimbursement of actual expenses, as set forth in the Maizel Declaration. The hourly rates charged by Dentons' professionals differ based on, among other things, the professional's experience and geographic location. The hourly rates charged by Dentons may change from time to time in accordance with Dentons' practices and procedures. The current hourly rates of Dentons professionals who may work on this matter have been discounted by approximately ten percent and are as follows:

Timekeeper Role	Rate Range
Partners	\$890 to \$1,250
Counsel	\$750 to \$1,250
Associates	\$750 to \$890
Paraprofessionals	\$390 to \$425

28. Dentons has and will utilize detailed time-keeping and billing software to generate detailed records of time spent and any actual and necessary expenses incurred with the rendition of legal services. Dentons agrees to accept as compensation for their services such sums as may be allowed by this Court in accordance with applicable law, based upon the time spent, the services

rendered, the costs incurred, the results achieved, the difficulties encountered, the complexities involved, and any other appropriate factors.

29. As set forth in the Maizel Declaration, it is Dentons' policy to be reimbursed by clients for all out-of-pocket expenses incurred in connection with the representation of clients. All such expenses shall be billed in accordance with the normal billing practices of the firm and subject to any limitations under the Bankruptcy Code and this Court's Local Rules.

30. Dentons ordinarily bills travel time at the normal billing rate for the individual involved and, to the extent practicable, attorneys spend their travel time actively working on the client's matters. In this matter, however, Dentons has agreed to bill for non-working travel time at ½ its regular hourly rates. Dentons will seek reimbursement of actual expenses associated with travel.

31. Because of the variety and complexity of the services that will be required, it is not possible to precisely estimate the total cost of services to be rendered for the balance of the Case. However, Dentons with the Debtor is preparing a budget and staffing plan.

32. Bankruptcy Rule 2014(a) requires that a retention application state the following:

[T]he specific facts showing the necessity for the employment, the name of the person to be employed, the reasons for the selection, the professional services to be rendered, any proposed arrangement for compensation, and, to the best of the applicant's knowledge, all of the person's connections with the debtor, creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee...

Fed. R. Bankr. P. 2014. The Debtor respectfully submits that this Application satisfies these requirements.

33. Local Rule 2014-1 requires that an entity seeking to employ a professional under section 327 of the Bankruptcy Code file a "supporting affidavit or verified statement of the professional person and a proposed order for approval." Local Rule 2016-1 requires disclosure of

compensation paid or agreed to be paid in connection with the chapter 11 case. The Maizel Declaration, the Cetrulo Declaration and disclosures herein satisfy these requirements.

34. In accordance with Local Rule 2014-1, “the statement required by FED. R. BANKR. P. 2016(b) and § 329 of the Bankruptcy Code” is attached as **Exhibit D**.

Attorney Statement Pursuant to Fee Guidelines

35. As part of Dentons’ customary practices, the Debtor’s applications for allowances of compensation and reimbursement of expenses are made in accordance with the *U.S. Trustee Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases*, effective November 1, 2013 (the “Fee Guidelines”).

36. The following is provided in response to the request for additional information set forth in Appendix B, Paragraph D.1 of the Fee Guidelines.

Question: Did you agree to any variations from, or alternatives to, your standard or customary billing arrangements for this engagement?

Response: Yes, Dentons reduced its hourly rates by approximately ten percent.

Question: Do any of the professionals included in this engagement vary their rate based on the geographic location of the bankruptcy case?

Response: No.

Question: If you represented the client in the 12 months prepetition, disclose your billing rates and material financial terms for the prepetition engagement, including any adjustments during the 12 months prepetition. If your billing rates and material financial terms have changed postpetition, explain the difference and the reasons for the difference.

Response: Dentons has represented the Debtor only since September 2024. Paragraph 25 herein discloses the range of billing rates being used by Dentons, subject to annual adjustment.

Question: Has your client approved your prospective budget and staffing plan, and, if so, for what budget period?

Response: Dentons is developing a budget and staffing plan for this chapter 11 case, which it will review and complete in consultation with the Debtor.

NOTICE

37. Pursuant to Local Rule 9003-1, the Debtor has provided notice of this Application to the U.S. Trustee for the Southern District of Texas. Notice of this Application will be served on any party entitled to notice pursuant to Bankruptcy Rule 2002 and any other party entitled to Notice pursuant to Bankruptcy Local Rule 9013-1(d).

CONCLUSION

Based on the foregoing, the Debtor respectfully requests that this Court enter the Order granting the relief requested herein and such other relief as the Court deems appropriate under the circumstances.

Dated: October 25, 2024

Respectfully submitted,

/s/ Casey Doherty

Casey Doherty
Dentons US LLP
1300 Post Oak Boulevard, Suite 701
Houston, Texas 77056
Phone: 713 658 4600
Email: casey.doherty@dentons.com

-and-

Samuel R. Maizel (*pro hac vice* forthcoming)
Tania M. Moyron (*pro hac vice* forthcoming)
Dentons US LLP
601 South Figueroa Street, Suite 2500
Los Angeles, California 90017-5704
Phone: 213 623 9300
Email: samuel.maizel@dentons.com
tania.moyron@dentons.com

Proposed Counsel to the Debtor and Debtor-in-Possession

CERTIFICATE OF SERVICE

This is to certify that I have on October 25, 2024, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Casey Doherty_____

EXHIBIT A
(Engagement Letter)

DENTONS

Samuel R. Maizel
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D +1 213-892-2910

Dentons US LLP
601 South Figueroa Street
Suite 2500
Los Angeles, CA 90017-5704
United States

dentons.com

September 24, 2024

BY E-MAIL

PRIVILEGED AND CONFIDENTIAL

Owen Ellington, M. D.
Global Wound Care Medical Group
5901 W. Century Blvd., Suite 750
Los Angeles, CA 90045

Re: Engagement Agreement

Dear Dr. Ellington:

Thank you for choosing Dentons US LLP to represent you in the matter described below.

Our Client. The purpose of this Engagement Letter, as well as the associated Terms of Business, is to set forth the Engagement Agreement by which Dentons US LLP (the "Firm") will represent Global Wound Care Medical Group, A Professional Corporation (the "Client", and collectively with the Firm, the "Parties").

Scope of Representation. The Firm agrees to provide legal services in connection with advising the Client on responding to Medicare's suspension of payments, including, but not limited to, advising and representing the Client and appropriate affiliates, if any, in connection with a potential restructuring, including an out-of-court restructuring or proceedings that may be filed under Chapter 11 of Title 11 of the United States Code.

Terms of Business. Attached is a copy of our Terms

Our Team and Charges. Although I will be principally responsible for this engagement, it is anticipated that other lawyers and professionals will be involved. Our fees will be based on the time devoted to the representation, and the billing rates charged by each timekeeper. Currently, our standard hourly charges range from \$210 to \$1,495 per hour depending on the lawyer's or professional's experience. For example, my time is normally billed at \$1,250 per hour and Tania Moyron at \$1,095 per hour. However, for purposes of this engagement, our rates will be the rates we charge for preferred clients, which is discounted from our standard rates by approximately ten percent. Our representation of you also will involve costs, which are reviewed in the Terms.

Retainer. The Client agrees to pay the Firm a retainer of \$250,000.00 (hereafter, "Retainer"). Bankruptcy precedent mandates that the Firm maintain a retainer balance that at all times exceeds all uncollected (whether actually billed or not) time. Under the California Rules of Professional Conduct, the Retainer is an "advance fee deposit" which will be initially deposited into a California State Bar-approved "IOLTA"

DENTONS

dentons.com

September 24, 2024
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trust account and remain your property until applied to services rendered or expenses incurred. Notwithstanding this Retainer, the Client agrees to pay the Firm's invoices promptly as they come due. The Firm intends to apply this retainer toward payment of its final invoice, and refund any balance due. If the Client does not pay invoices as due, however, the Client agrees that the Firm may draw on the retainer to the extent it does not receive the Client's payment in full of the Firm's invoices, and the Client agrees promptly to restore the full principal amount of the retainer. Any unused portion of the retainer will be refundable to the Client, or to another if the Client so directs, at the conclusion of the Firm's services.

Retainer funds should be sent by wire transfer to the following IOLTA account:

Account Name: Dentons US LLP
Account No.: 204968895
Routing No.: 321171184
Swift Code: CITIUS33

Include on the wire transfer document your name, title, Client's name, and email address, so that the Firm may confirm to the Client the Firm's receipt of the Client's retainer.

Conflicts. The Firm's Terms include provisions regarding conflicts.

Right to Arbitration. The Client has the right to elect arbitration under the procedures set out in section 6200 et. seq. of the California Business and Professions Code. Those procedures permit a trial after arbitration, unless the Parties agree in writing after the dispute has arisen to be bound by the arbitration award.

* * *

Please indicate the Client's agreement to the Letter and Terms by executing a copy of this Letter in the space provided below and returning it. A facsimile or scanned copy delivered via email are as acceptable as an original. The Firm appreciates prompt receipt of an executed copy, but will commence work based on the understandings contained in this letter prior to its receipt of your signature. Of course, please contact me if you have any questions about anything in this Letter or the Terms, or with respect to any aspect of the Firm's representation of the Client.

Again, we are very pleased to have this opportunity to be of service and to work with you.

Sincerely,

Dentons US LLP



By:
Samuel R. Maizel

Enclosure *Terms of Business*



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Agreement and Acceptance

The undersigned hereby acknowledges and agrees that he or she has reviewed and understands the terms and conditions of this Letter and the Terms. The undersigned further agrees and accepts these provisions, including, but not limited to, all disclosures regarding conflicts of interest, and hereby waives any conflict or potential conflict of interest as set forth therein.

Global Wound Care Medical Group

By: Ralph Cetrulo

Dated: 0/25/24

Terms of Business

Dentons US LLP

January 2024

Welcome to Dentons.

Dentons and You

1. The accompanying Engagement Letter ("Letter") identifies our only client(s) in this matter ("you" and "your"), as well as any specific limitations on those that may instruct us, and the scope of our representation of you. Except as provided in the Letter, we do not represent any other persons or entities, including any of your owners, subsidiaries, or other affiliates. Our advice and work are provided solely for the benefit of our client(s) identified in the Letter which, together with these Terms, form our Engagement Agreement ("Agreement") with you, and applies as soon as we start acting on your instruction, regardless of when and whether you sign the Letter.

2. The partners of Dentons US LLP also are partners of Dentons United States LLP, which is the US Region member of Dentons Group (a Swiss Verein), whose members and their respective subsidiaries, affiliates and related entities (each, a "Dentons Legal Practice," and, collectively, "Dentons") provide legal and related services around the world. The identity of each Dentons Legal Practice providing legal services in a particular location may be found at [dentons.com/legal-notices](https://www.dentons.com/legal-notices).

3. The Agreement is between you and the specific Dentons Legal Practice named in the Letter only ("we", "us", or "our") and not with any other Dentons Legal Practice; any individual partner, employee, or agent; or any other Dentons entity.

4. Other Dentons Legal Practices outside the US Region represent clients, including entities and individuals that may enter into transactions or have disputes with you or your related

entities. Unless otherwise agreed in writing, you agree that Dentons' representations in other countries do not conflict with our representation of you in this country, and that you will not assert that Dentons Legal Practices in other countries are precluded from representing those entities and individuals.

5. We may involve different Dentons Legal Practices, within or outside the US Region, or others to help with your matter. Unless we state otherwise, we will do so by subcontract and we will remain responsible for reporting to you and invoicing for all the work performed on the matter. In such circumstances, you agree to your data and documents being disclosed and that we may pay or apportion part of our fees and costs for the work in a manner that may be considered a referral fee in some jurisdictions.

Our Working Relationship

6. Effective representation requires open and honest communication throughout our relationship. We need you to give clear and timely instructions, provide relevant information and documents, and make yourself available for consultation.

7. Generally, communications between a lawyer and client regarding legal advice are privileged and confidential. You may jeopardize these protections by disclosing our communications to others. You agree we are under no duty to disclose to you or use any information that is confidential to another client or any other person.

8. We may communicate with you through various forms of electronic communications. While we take great care to protect our communications from

unauthorized access, viruses and other associated risks, we cannot guarantee their safety and security. We recommend that you use secure platforms for communication and collaboration with us, and we discourage use of unsecure third-party services. Where you choose to use such services, you accept the risks of unauthorized access and indemnify and hold us harmless if the security of such communications are breached.

9. You should carefully check for any insurance policies that might relate to the work we do for you, and notify your insurers promptly to protect your rights. Unless you provide copies of these policies to us and we commit to advise on them in the Letter, you agree we are not responsible for advising you about the existence or applicability of any insurance coverage.

Advance Clearance of Conflicts

10. We represent a wide variety of entities and individuals, some of whom may be in your sector or industry or, for instance, may be your borrowers, investors, shareholders, creditors, or other parties with interests in a business transaction (e.g., mergers and acquisitions, financings, investments and negotiation of commercial agreements), litigation, bankruptcy, insolvency, administrative or regulatory proceedings, lobbying or other matters, which may conflict with yours. As a condition of our representation of you, you agree that, without further consent or notice, we may represent other clients in such matters, and you will not seek to disqualify us from such matters, even if they are directly adverse to you, as long as: (1) those matters are not substantially related to our representation of you; (2) we screen our

lawyers and professionals who have your confidential information that may be relevant to such matters from any involvement in the adverse representation; and (3) we conclude that such other representation will not conflict with our professional responsibilities to you. Of course, we will not use any confidential information received from you in any way inconsistent with our professional responsibilities. By signing the Letter, you consent that we may be adverse to you on behalf of other clients as described herein, and acknowledge that you had the opportunity to seek the advice of independent counsel. If this waiver is not effective for any reason, you agree that we may withdraw from our representation of you and you will not oppose such withdrawal. In such event, you would need to retain new counsel at your expense.

Fees and Costs

11. Our billing rates are set out in the Letter, but may be adjusted from time to time. You will be charged the rates in effect at the time services are performed.

12. We may charge and you agree to pay for costs including travel, delivery services, imaging, printing, court fees, auditing and assurance services, and other expenses. For items we purchase in bulk or through fixed fee arrangements, such as computerized research, technology and support services, we will charge you a rate reasonably apportioned to you. You agree to pay costs to any third parties retained by us on your behalf, including experts, consultants and local counsel. In some circumstances, we may advance costs on your behalf and you agree to reimburse us within 30 days. We may not hold originals of receipts for costs, which may be available only in electronic form.

13. Any estimate creates neither a floor nor a ceiling on your obligation to pay. Actual fees and costs may deviate significantly. We undertake no obligation to update a prior estimate.

14. Our fees and costs, as well as those from any other Dentons Legal Practice or third parties, exclude any sales, services, use, excise, transfer, value-added or similar taxes. Those taxes will be included in our invoices and are payable by you. If you or another payor is required to make any deduction when paying our invoices, you must increase the overall payment so that we receive a

net sum equal to our full invoiced amount.

15. Our policy is to bill monthly, except that we reserve the right to issue an interim bill and to change the frequency of billing and the time for payment. If you disagree with any invoice, please contact us immediately; otherwise we will understand that the invoice is agreeable to you. Our invoices are payable when delivered on the terms set forth therein, and you remain responsible for paying them even if you have an arrangement with a third party payor for payment. If full payment is not received when due, we reserve the right to suspend services, terminate our representation, withdraw, charge reasonable interest, and hold you responsible for any collection costs, including reasonable attorneys' fees.

16. In adversarial proceedings, you agree that as of 90 days before any scheduled trial or arbitration date (or a later time that we may make such request), all fees and costs incurred up to that point will be paid and you will either provide us with a deposit (or augment any existing deposit) or make another satisfactory arrangement to ensure payment of all fees and costs estimated to be incurred from that point through the end of trial or arbitration.

Privacy and Data Protection

17. Anti-money laundering, anti-bribery, antiterrorist and similar laws require compliance with client identification, verification, and other rules. We may not be able to represent you until we have all the information we need for these purposes.

18. Dentons is committed to ensuring the privacy and confidentiality of personal data disclosed to us in the course of our work for you. We will handle personal data you send to us about you, your employees, agents, contractors or other individuals in accordance with data protection and privacy standards equivalent to or higher than those required by law. We may transfer such data between locations in order to provide legal services to you.

19. Where we process personal data as provided above we do so as a data controller and we ultimately take responsibility for carrying out the data processing in compliance with applicable data protection and privacy laws. An overview of the categories of personal data we collect and how we use it is provided in the Privacy Policy that you may find at

www.dentons.com/en/privacy-policy.

You confirm to us that, to the extent reasonable, you will communicate this Privacy Policy to any individuals whose personal data you provide to us. Any personal data supplied by us to you about our employees and/or any other individuals may only be used for the expressed purposes for which that information is provided to you.

Financial Crime and Regulations

20. Under the Corporate Transparency Act (and similar state laws), certain corporations, limited liability companies and other entities may be required to file reports with the government concerning their beneficial owners and other related information regarding the entity. While this reporting obligation may apply either to you (as an existing entity) or to an entity formed or qualified to do business in the United States in connection with our representation of you, you agree that we will have no obligation to prepare or file such reports on your behalf unless we specifically agree to do so in writing. In addition, we shall have no obligation to update any such reports, even if we agreed to file the initial report, unless we specifically agree to do so in writing. If we agree to update the required report, you will remain responsible for promptly informing us of any changes that require updated reporting. If we agree to file reports on your behalf, you represent that all information you provide to us for filing shall be accurate in all respects and you acknowledge that we will have no obligation to verify such information independently.

21. We do not tolerate bribery or corruption. In some jurisdictions, the law may require reporting of knowledge or suspicion that certain criminal offenses have been committed, regardless of whether a client or third party committed the offence. In these circumstances, we may not be able to discuss these reports with you because of those restrictions and we may have to stop acting for you. You agree that Dentons is not responsible for any adverse impact you may suffer as a result of compliance with these laws and regulations.

22. Our anti-money laundering, anti-bribery, anti-terrorism and sanctions policies may require us to carry out due diligence on our clients and, where applicable, anyone who instructs us on the client's behalf, and review that due diligence on an ongoing basis. These policies are in compliance with the various laws and rules applicable in the

locations in which we operate and also based on our risk assessment. These policies may apply to you and any individuals who instruct us on your behalf and we may not be able to represent you (or continue to represent you) until we have all of the information we need for these purposes. We will process any such information in accordance with any applicable laws.

23. We follow all applicable governmental sanctions requirements. We may not be able to receive payments from certain countries or may be required to make report of such payments. You agree to inform us immediately if you or your directors, officers, shareholders or beneficial owners are, or become, subject to sanctions or are located or resident in a sanctioned location, and agree that in such a case we may terminate our representation of you without liability.

Files and Documents

24. We may maintain a client file relating to our representation of you. Absent legal requirements or written agreement with you to the contrary, we may dispose of the client file and other records relating to our representation of you seven years after we last performed work on the matter without further notice to you. Documents containing our work product, mental impressions, notes, drafts, and emails will not be considered part of the client file. Following written request and payment for involved costs, we may provide a copy of the client file to you.

25. If we use or prepare a translation, you should be aware that words and legal concepts used in one language may not have equivalents in another. You should not assume that any translation exactly replicates the original text.

General

26. While we will exercise reasonable care and skill in all matters undertaken by us, we do not guarantee any particular outcome. Our professional fees and your obligation to pay for them in full are not dependent or contingent upon the business or commercial outcome of your matter. We shall not be providing, obtaining or reviewing on your behalf any non-legal advice (such as business, commercial, financial, technical, insurance, accounting, broking, actuarial, environmental, or information technology) or technical matters (such as engineering specifications or financial calculations), except where we expressly agree to do
US_ACTIVE125892868V-1

so. Where documents that we draft, or on which we comment, include provisions covering such matters, you should review those provisions, or arrange for other qualified advisers to do so, to satisfy yourself that they meet your commercial objectives.

27. Any advice provided by us is our opinion only, based on the facts known to us and on our professional judgment, and is subject to any changes in the law after the date on which the advice is given. We are not liable for errors in, or omissions from, any information provided by third parties.

28. Our advice relates only to each particular matter on which you engage us. Once that matter has concluded, we will not owe you any duty or liability with respect to any related or other matters unless you specifically instruct us in those related or other matters.

29. If we act for more than one person or entity on your matters, you agree that we can accept instructions from any of you, unless otherwise agreed in writing. We may terminate the Engagement Agreement where, in our sole opinion, there is or may be a conflict of interest between any of you, or if we would otherwise be obliged to act in a manner contrary to the interests of one of you. By entering into the Engagement Agreement, you each agree to immediately notify us if there is any dispute or a conflict of interest which arises between you while we act for you. Your liability to us under our Engagement Agreement is joint and several. You may request us to apportion any bill between you, but this will not affect your joint and several liability to us.

30. We are often asked for information about our experience. You consent to our disclosure that you are a client, as well as a general description of our work for you.

31. You will not refer to our advice in connection with any financial statement or public document unless otherwise agreed in writing.

32. The Engagement Agreement cannot be modified by any policies, procedures, guidelines, correspondence, or other document from you unless otherwise agreed to in writing by a partner of this Dentons Legal Practice. If there is a conflict between these Terms and the Letter, the provisions of the Letter control. If any part of the Engagement Agreement is held to be illegal, invalid or unenforceable, it shall not form part of the agreement and the balance shall

remain enforceable and shall not be affected.

33. We do not intend any of the Terms to be enforceable by any person who is not a party to the Engagement Agreement. We do not require consent from third parties to rescind, vary, waive, assign, novate or otherwise dispose of all or any of our respective rights or obligations under the Engagement Agreement.

Conclusion of Representation

34. You may terminate our representation of you at any time for any reason. We may terminate our representation of you at any time, consistent with our ethical obligations. We expressly reserve the right to stop acting for you, and you expressly consent to our right to terminate, if you fail to pay for amounts invoiced or requested on account for prospective fees and costs. You remain responsible for paying fees and costs related to work performed before the end of the representation, and we will not be liable for any resulting loss.

35. If not terminated otherwise, our representation of you will end when we have completed the services described in the Letter; send our final invoice; or, unless otherwise agreed in writing, after six months of furnishing no billable services to you, whichever occurs sooner without further written confirmation. Any new representation will require a new signed Engagement Letter, notwithstanding any communications or administrative actions after that period.

EXHIBIT B
(Maizel Declaration)

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

In re:

GLOBAL WOUND CARE MEDICAL GROUP, a
Professional Corporation,¹

Debtor.

Chapter 11

Case No. 24-34908 (CML)

**DECLARATION OF SAMUEL R. MAIZEL IN SUPPORT OF DEBTOR'S
APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING THE
EMPLOYMENT AND RETENTION OF DENTONS AS BANKRUPTCY
COUNSEL, EFFECTIVE AS OF THE PETITION DATE**

I, Samuel R. Maizel, declare, pursuant to § 1746 of title 28 of the United States Code, as follows:

1. I am a partner with the law firm Dentons US LLP ("Dentons"). In Texas, Dentons' address is 1300 Post Oak Boulevard, Suite 701, Houston, Texas 77056.

2. My office telephone number is 213 892 2910, and my email address is samuel.maizel@dentons.com.

3. I submit this Declaration in the above-captioned chapter 11 case (the "Case") of Global Wound Care Medical Group (the "Debtor"), pursuant to §§ 327(a) and 330 of title 11 of the United States Code (the "Bankruptcy Code"),² Rules 2014, 2016 and 6003 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and Rule 2014-1 of the Local Bankruptcy Rules of this Court (the "Local Rules"), in support of the *Debtor's Application for Entry of an*

¹ The last four digits of the Debtor's tax identification number in the jurisdiction in which it operates is 3572.

² Unless specified otherwise, all chapter and section references are to the Bankruptcy Code and "Rule" references are to the Bankruptcy Rules.

Order Authorizing the Employment and Retention of Dentons as Bankruptcy Counsel, Effective as of the Petition Date (the “Application”).³

4. Unless otherwise stated in this Declaration, I have personal knowledge of the facts hereinafter set forth. If any information disclosed requires amendment or modification upon Dentons’ completion of further analysis or as additional creditor information becomes available to Dentons, a supplemental declaration will be submitted to this Court.

5. I am admitted to practice law in: (i) the State of California (admitted 1997); (ii) the Commonwealth of Pennsylvania (admitted 1985); (iii) the U.S. Bankruptcy Court for the Central District of California; and (iv) the U.S. Court of Appeals for the Ninth Circuit.

6. A motion has been made for my admission *pro hac vice* in the Case.

7. I am authorized to make this Declaration on Dentons’ behalf.

8. As Debtor in a Chapter 11 Case, the Debtor requires the services of experienced and competent bankruptcy counsel. The Debtor has decided -- subject to the approval of this Bankruptcy Court -- to employ Dentons as bankruptcy counsel, taking into account the firm’s experience in healthcare industry restructurings, the size of its Restructuring, Insolvency & Bankruptcy Group, and its ability to provide attorneys in other areas of expertise such as labor, pensions, and insurance, among others, the skill level and cost. The Debtor seeks to employ Dentons at the expense of the Debtor’s bankruptcy estate and to have the employment of Dentons deemed effective as of the Petition Date.

9. The Debtor seeks to employ Dentons as bankruptcy counsel, pursuant to 11 U.S.C. § 327(a) with compensation pursuant to §§ 330 and 331, to render, among others, the following types of professional services:

³ Capitalized terms not defined herein but defined in the Application shall have the meaning ascribed to them in the Application.

a. Advising the Debtor with regard to the requirements of the Bankruptcy Court, Bankruptcy Code, Bankruptcy Rules and the Office of the United States Trustee as they pertain to the Debtor;

b. Advising the Debtor with regard to certain rights and remedies of the bankruptcy estate and rights, claims and interests of creditors;

c. Taking all necessary actions to protect and preserve the Debtor's estate, including the prosecution of actions on the Debtor's behalf, the defense of any actions commenced against the Debtor, the negotiation of disputes in which the Debtor is involved and the preparation of objections to claims filed against the Debtor's estate;

d. Representing the Debtor in any proceeding or hearing in the Bankruptcy Court involving the estate unless the Debtor is represented in such proceeding or hearing by other special counsel;

e. Conducting examinations of witnesses, claimants or adverse parties and representing the Debtor in any adversary proceeding (except to the extent that any such adversary proceeding is in an area outside of Dentons' expertise);

f. Preparing and assisting the Debtor in the preparation of reports, applications, pleadings and orders including, but not limited, applications to employ professionals, interim statements and operating reports, initial filing requirements, schedules and statement of financial affairs, and pleadings with respect to the Debtor's use, sale or lease of property outside the ordinary course of business;

g. Assisting the Debtor and taking all necessary actions in connection with the negotiation, formulation, preparation and confirmation of a plan of reorganization and the

preparation and approval of a disclosure statement in connection with the plan of reorganization;

h. Taking all necessary actions to protect and preserve the value of the Debtor's estate and all related matters;

i. Performing any other services which may be appropriate in connection with the representation of the Debtor during this bankruptcy Case.

10. Dentons is a full-service law firm with attorneys who regularly advise debtors, creditors' committees, and other parties-in-interest in chapter 11 cases. The firm's professionals have substantial experience in virtually all legal issues that may arise in this Case. In particular, Dentons' professionals have substantial experience in the areas of bankruptcy and restructuring, particularly in the healthcare industry, as well as corporate and tax law.

11. Dentons is well-qualified to serve as the Debtor's counsel in this Case. Dentons is a full-service law firm with attorneys who regularly advise debtors, creditors' committees and other parties-in-interest in chapter 11 cases. The firm's professionals have substantial experience in virtually all legal issues that may arise in the Case. In particular, Dentons' professionals have substantial experience in the areas of bankruptcy and restructuring in the healthcare industry (including negotiating or litigating issues with the Centers for Medicare and Medicaid Services), as well as corporate and tax law.

12. Dentons is a law firm with over 1,000 lawyers practicing in the United States. Dentons is a global legal practice providing client services worldwide through its member firms and affiliates, each of which is its own "Legal Practice." The Debtor is not retaining any Dentons Legal Practice other than Dentons.

13. More specifically, as to Dentons' global footprint, Dentons' substantial complex litigation experience and Dentons' expertise in multiparty complex reorganization cases makes Dentons well-suited to represent the Debtor in the Chapter 11 Case. Dentons is the world's largest global law firm with more than 160 offices in more than 80 countries. Dentons US is well known for its (i) litigation expertise in complex cases; (ii) deep experience in representing clients across numerous industries and jurisdictions; and (iii) handling and resolving sophisticated, complex disputes facing debtors-in-possession.

14. Given Dentons' global footprint, expertise and pre-petition representation of the Debtor, the Debtor seeks to retain Dentons post-petition because of Dentons' trusted representative relationship with the Debtor, extensive knowledge of the Debtor's business and financial affairs and work on the Chapter 11 Case, general experience and knowledge, and its recognized expertise and excellent reputation in matters involving litigation and securities disputes.

15. Based on this information, Dentons makes disclosures regarding parties-in-interest in this with respect to parties identified on **Exhibit 1** attached to this Declaration. This document was prepared based on a search in Dentons' Global conflict check system using the names of parties appearing on the matrix in this Case.

16. To the best of my knowledge, any connections to parties identified on **Exhibit 1** are disclosed in **Exhibit 2** attached to this Declaration. To the best of my knowledge, any and all such connections are wholly unrelated to the Debtor or its Case.

17. Dentons has checked its conflict check system and, to the best of my knowledge as of the date hereof, does not represent any interest adverse to the Debtor with respect to the Case. Moreover, Dentons will not represent any interest adverse to the estate.

18. Dentons has, and will continue to, examine its conflict check system to determine whether it has any connections with other parties in interest and will supplement the disclosures in this Declaration as needed.

19. Dentons is a limited liability law partnership. To the best of my knowledge, other than as disclosed below, none of the partners, associates or paraprofessionals of Dentons has any connection with the Debtor. To the best of my knowledge, Dentons does not presently represent any interest adverse to the Debtor in regard to the matters with which it is to be employed in these proceedings.

20. Based on the conflict search conducted to date by Dentons and described in this Declaration, to the best of my knowledge, neither I nor Dentons, nor any attorney or employee associated with Dentons, insofar as I have been able to ascertain, holds an interest adverse to the Debtor. Any connections with creditors or other parties in interest are disclosed herein based on conflict checks to date and will be supplemented as necessary during the Case. Dentons does not believe that any such connections are disqualifying under applicable statutes and rules.

21. I further disclose that attorneys with Dentons are active in many different restructuring matters in the United States as well as with restructuring trade groups. As a result, attorneys with Dentons may have personal or professional relationships with other professionals in this case.

22. Accordingly, based on information available to date, I believe that Dentons is a “disinterested person” as that term is defined in § 101(14) of the Bankruptcy Code, to the extent applicable to the Case in that Dentons and its lawyers:

- a. Are not creditors (except to the extent permitted under the Bankruptcy Code and established precedent), equity security holders, or insiders of the Debtor;

b. Are not and were not, within two (2) years before the Petition Date directors, officers, or employees of the Debtor; and

c. Do not have any interest materially adverse to the interest of the Debtor's estate or creditors by reason of any direct or indirect relationship to, connection with, or interest in, the Debtor or for any other reason.

23. In no case will a Dentons US attorney represent anyone against the Debtor.

24. The Debtor retained Dentons in September 2024. In regard to preparation work performed for this bankruptcy filing, Dentons received pre-petition retainer of \$500,000. Subsequently, Dentons billed and was paid for work performed pre-petition in the amount of \$334,747.15.

25. Dentons negotiated the amount paid Dentons pre-petition based upon a number of factors including, but not limited to, the size and complexity of the Debtor's Case, the time that Dentons expected to put forth in the Debtor's Case, the amount of funds the Debtor had available at the time of the bankruptcy filing, and the expected availability of funds to pay Dentons' fees and expenses incurred in excess of the retainer.

26. Dentons prepared and submitted its first Invoice to the Debtor on October 21, 2024, for all services rendered to that date (the months of September and October) which services primarily involved advice concerning and preparing to file the Chapter 11 case. Upon delivery of the Invoice to the Debtor, Dentons contemporaneously paid itself from the retainer. Dentons US wrote off the prepetition balance due the firm. Thus, Dentons was not a creditor on the Petition Date.

27. Dentons has agreed to discount its rates by approximately ten percent. Accordingly, the current hourly rates of Dentons professionals who may work on this matter are as follows:

Timekeeper Role	Rate Range
Partners	\$890 to \$1,250
Counsel	\$750 to \$1,250
Associates	\$750 to \$890
Paraprofessionals	\$390 to \$425

28. Dentons agrees to accept appointment as counsel for Debtor under such terms as are authorized by this Court.

29. I have reviewed the provisions of Local Rule 2016-1. Dentons agrees to accept as compensation for its post-petition services such sums as may be allowed by this Bankruptcy Court, in accordance with applicable law, based upon the time spent, the services rendered, the costs incurred, the results achieved, the difficulties encountered, the complexities involved and any other appropriate factors.

30. It is the policy of Dentons to be reimbursed by clients for all out-of-pocket expenses incurred in connection with out-of-town travel and certain expenses of local travel, as well as out-of-pocket expenses for, among other things, long distance telephone calls, duplicating, large mailings, messenger services and similar items. All such expenses shall be billed in accordance with the normal practice of Dentons, subject to any limitations or modification prescribed by this Application, the Guidelines of the United States Trustee and the LBRs, and subject to review and approval by the Bankruptcy Court.

31. Dentons ordinarily bills travel time at the normal billing rate for the individual involved and, to the extent practicable, attorneys spend their travel time actively working on the client's matters. In this matter, however, Dentons has agreed to bill for non-working travel time at ½ its regular hourly rates. Dentons will seek reimbursement of actual expenses associated with travel.

32. Dentons will provide monthly billing statements to the Debtor setting forth the amount of fees incurred, and expenses advanced by Dentons during the previous month.

33. Dentons understands the provisions of 11 U.S.C. §§ 327, 330 and 331 which require, among other things, Court approval of the Debtor's employment of Dentons as bankruptcy counsel and of all legal fees and reimbursement of expenses that Dentons will receive from the Debtor. At the conclusion of this Case, Dentons will file an appropriate application seeking allowance of all fees and costs, regardless of whether interim compensation has been paid.

34. Dentons has not received any lien or other interest in property of the Debtor or of any third party to secure payment of Dentons' fees or expenses in this Case.

35. Dentons has no prepetition claim against the Debtor.

36. In accordance with Bankruptcy Rule 2016(b), Bankruptcy Code §329 and Local Rule 2014-1, Dentons has neither shared nor agreed to share any of the compensation it receives from this Case with any person other than to share this compensation among its partners, associates and employees. In accordance with Local Rule 2014-1, "the statement required by FED. R. BANKR. P. 2016(b) and § 329 of the Bankruptcy Code" is attached as **Exhibit D** to the Application.

37. Dentons is not a creditor, an equity security holder or an insider of the Debtor.

38. Dentons is not and was not an investment banker for any outstanding security of the Debtor. Dentons has not been within three years before the Petition Date an investment banker for a security of the Debtor, or an attorney for such an investment banker in connection with the offer, sale or issuance of any security of the Debtor.

39. Neither Dentons nor any member of Dentons has ever been a director, officer or employee of the Debtor or of any investment banker for any security of the Debtor.

40. To the best of my knowledge, Dentons does not hold or represent any interest materially adverse to any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtor or an investment banker for any security of the Debtor, or for any other reason.

41. To the best of my knowledge, no attorney employed by Dentons is related to any judge of the United States Bankruptcy Court for the Southern District of Texas, the United States Trustee, or to any person employed by the Office of the United States Trustee.

42. Dentons respectfully submits that employment of Dentons is in the best interest of the Debtor's bankruptcy estate and the creditors of such bankruptcy estate.

Attorney Statement Pursuant to Fee Guidelines

43. As part of Dentons' customary practices, the Debtor's applications for allowances of compensation and reimbursement of expenses are made in accordance with the *U.S. Trustee Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases*, effective November 1, 2013 (the "Fee Guidelines").

44. The following is provided in response to the request for additional information set forth in Appendix B, Paragraph D.1 of the Fee Guidelines.

Question: Did you agree to any variations from, or alternatives to, your standard or customary billing arrangements for this engagement?

Response: Yes, Dentons reduced its hourly rates by approximately ten percent.

Question: Do any of the professionals included in this engagement vary their rate based on the geographic location of the bankruptcy case?

Response: No.

Question: If you represented the client in the 12 months prepetition, disclose your billing rates and material financial terms for the prepetition engagement, including any adjustments during the 12 months prepetition. If your billing

rates and material financial terms have changed postpetition, explain the difference and the reasons for the difference.

Response: Dentons has represented the Debtor only since September 2024. Paragraph 25 of the Application discloses the range of billing rates being used by Dentons, subject to annual adjustment.

Question: Has your client approved your prospective budget and staffing plan, and, if so, for what budget period?

Response: Dentons is developing a budget and staffing plan for this chapter 11 case, which it will review and complete in consultation with the Debtor.

Conclusion

45. The foregoing constitutes the statement of Dentons pursuant to sections 327(a), 328(a), 329, and 504 of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016(b), and Bankruptcy Local Rules 2014-1 and 2016-1.

46. Dentons also respectfully requests that any order entered by the court approving the retention of Dentons as counsel to the Debtor be effective as of the Petition Date.

47. By reason of the foregoing, I believe Dentons is eligible for employment and retention by the Debtor pursuant to §§ 327(a) and 328 of the Bankruptcy Code and the applicable Bankruptcy Rules and this Court's Local Rules.

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

Dated: October 25, 2024

/s/ Samuel R. Maizel

Samuel R. Maizel (*pro hac vice* forthcoming)

Dentons US LLP

601 South Figueroa Street, Suite 2500

Los Angeles, California 90017-5704

Phone: 213 892 2910

Email: samuel.maizel@dentons.com

EXHIBIT 1

PARTIES IN INTEREST

Debtor

Global Wound Care Medical Group, a Professional Corporation

Shareholder(s)

Owen Ellington, M.D.

Unsecured Creditors

2045 Peachtree CAF, LLC
2400 Whitt, LLC
Acrisure Partners West Coast Insurance Services
ADP, LLC
AMWINS Special Risk Underwriters
Bill Relaford, DPM
Cigna
Detroit Riverview Medical Complex, LLC
Equitable
Evanston Insurance Company
Experian
Freeman Medical Building, LLC
Gateway Triangle Development, LLC
Golden Bear Insurance Company
Hooper, Lundy & Bookman, PC
HTA - Medical Portfolio 4, LLC
Imperial Realty Company, as agent for The Klairmont Family, L.L.C.
Joseph Whiting
Landmark American Insurance Company
Loyal Group REM, LLC
MCE Packaging Inc.
Peak One
Phoenix Business Center
Pinnacle Healthcare Consulting
QBE Insurance Group
Ralph Cetrulo
Regus Management Group, LLC
Stephano Slack
Sunlife
Symetra
The Doctors Company, an Interinsurance Exchange
The Enclave U.S. Limited Partnership
The Hanover Insurance Company - Automobile Liability
The Hanover Insurance Company - Commercial General Liability
The Hanover Insurance Company - Professional Liability
The Hanover Insurance Company - Second Layer Excess

UHY

Wager & Wager, LLC

Wells Fargo Bank

Wound Pros Management Group, Inc.

Taxing/Governmental/Regulatory Authorities

Alabama Attorney General

Alabama Dept of Revenue

Arizona Attorney General

Arizona Dept of Revenue

Arkansas Attorney General

Arkansas Dept of Finance & Administration

California Attorney General

California Department of Tax and Fee Administration

California Franchise Tax Board

California State Board of Equalization

Centers for Medicare and Medicaid Services

Connecticut Attorney General

Connecticut Department of Revenue Services

Florida Attorney General

Florida Dept of Revenue

Georgia Attorney General

Georgia Dept of Revenue

Illinois Attorney General

Illinois Dept of Revenue

Illinois Secretary of State

Illinois State Treasurer

Internal Revenue Service

Kansas Attorney General

Kansas Dept of Revenue

Louisiana Attorney General

Louisiana Department of Revenue

Massachusetts Attorney General

Massachusetts Department of Revenue

Michigan Attorney General

Missouri Attorney General

Missouri Department of Revenue

Nevada Attorney General

Nevada Dept of Taxation

New Jersey Attorney General

New Jersey Department of the Treasury

New Jersey Division of Taxation

New York Attorney General

New York State Dept of Taxation and Finance

North Carolina Attorney General

North Carolina Dept of Revenue

Ohio Attorney General
Ohio Dept of Taxation
Oklahoma Attorney General
Oklahoma Tax Commission
Oregon Attorney General
Oregon Dept of Revenue
Pennsylvania Attorney General
Pennsylvania Dept of Revenue
Rhode Island Attorney General
Rhode Island Division of Taxation
South Carolina Attorney General
South Carolina Dept of Revenue
State of Michigan
Tennessee Attorney General
Tennessee Dept of Revenue
Texas Alcoholic Beverage Commission
Texas Attorney General
Texas Comptroller of Public Accounts
Texas Workforce Commission
United States Attorney for the Southern District of Texas
US Department of Health and Human Services
US Department of Justice
Utah Attorney General
Utah Dept of Taxation
Washington Attorney General
Washington Dept of Revenue
Wisconsin Attorney General
Wisconsin Department of Revenue

Professionals

Dentons US LLP
Ankura Consulting Group, LLC

Bankruptcy Judges and Staff for the Southern District of Texas

Judge Marvin Isgur
Judge Christopher M. Lopez
Judge Jeffrey P. Norman
Chief Judge Eduardo V. Rodriguez
Judge Alfredo R. Perez
Sierra Thomas-Anderson – Case Manager
Aaron Jackson – Courtroom Deputy
Rosario Saldana – Case Manager
Zilde Martinez – Courtroom Deputy
Tracey Conrad – Case Manager
Shannon Holden – Courtroom Deputy
Jeannie Chavez – Case Manager

Ana Castro – Courtroom Deputy
Tyler Laws – Case Manager
Akeita House – Courtroom Deputy
David G. Peake – Chp 13 Trustee
Yvonne V. Valdez – Chp. 13 Trustee
Tiffany D. Castro – Chp. 13 Trustee

United States Trustee and Staff for the Southern District of Texas

Millie Aponte Sall - Assistant U.S. Trustee
Alicia Barcomb - Trial Attorney
Alethea Caluza - Paralegal Specialist
Samantha Chilton - Paralegal Specialist
Hector Duran - Trial Attorney
Vianey Garza - Trial Attorney
Ivette Gerhard – Secretary
Andrew Jimenez - Trial Attorney
Luci Johnson-Davis - Paralegal Specialist
Rajalakshmi Krishnan – Auditor
Linda Motton - Paralegal Specialist
Ha Nguyen - Trial Attorney
Glenn Otto – Auditor
Yasmine Rivera – Auditor
Jayson B. Ruff - Trial Attorney
Alina Samko-Yu – Auditor
Christy Simmons - Auditor
Gwen Smith - Legal Assistant
Christopher R. Travis - Trial Attorney
Jana Whitworth - Trial Attorney

Clerk of the Court

Nathan Ochsner

Exhibit 2**Disclosure Schedule**

<u>Matched Entity</u>	<u>Relationship to Debtor</u>	<u>Relationship to Dentons</u>
Acrisure Partners West Coast Insurance Services	Unsecured Creditor	Affiliate of Current Client
ADP, LLC	Unsecured Creditor	Current Client
Cigna	Unsecured Creditor	Current Client
Evanston Insurance Company	Unsecured Creditor	Related to Current Client
Experian	Unsecured Creditor	Current Client
Landmark American Insurance Company	Unsecured Creditor	Affiliate of Current Client of Dentons Europe LLP
QBE Insurance Group	Unsecured Creditor	Current Client
Regus Management Group, LLC	Unsecured Creditor	Current Client
Symetra	Unsecured Creditor	Current Client
Texas Alcoholic Beverage Commission	Unsecured Creditor	Related to Current Client
Texas Attorney General	Unsecured Creditor	Related to Current Client
Texas Comptroller of Public Accounts	Unsecured Creditor	Related to Current Client

<u>Matched Entity</u>	<u>Relationship to Debtor</u>	<u>Relationship to Dentons</u>
Texas Workforce Commission	Unsecured Creditor	Related to Current Client
The Doctors Company, an Interinsurance Exchange	Unsecured Creditor	Current Client
The Hanover Insurance Company	Unsecured Creditor	Affiliate of Current Client
Wells Fargo Bank	Unsecured Creditor	Current Client

EXHIBIT C
(Cetrulo Declaration)

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

In re:

GLOBAL WOUND CARE MEDICAL GROUP, a
Professional Corporation,¹

Debtor and Debtor in Possession.

Chapter 11

Case No. 24-34908 (CML)

**DECLARATION OF RALPH CETRULO IN SUPPORT OF THE DEBTOR’S APPLICATION
FOR EMPLOYMENT OF DENTONS US LLP AS BANKRUPTCY COUNSEL**

I, Ralph Cetrulo, hereby declare and state as follows:

1. I am the Chief Financial Officer (“CFO”) of Global Wound Care Medical Group, a Professional Corporation, the debtor and debtor in possession in the above-captioned case (the “Debtor”).

2. On October 21, 2024 (the “Petition Date”), the Debtor filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the “Bankruptcy Court”). I am knowledgeable and familiar with the Debtor’s day-to-day operations, business and financial affairs, and the circumstances leading to the commencement of this Chapter 11 Case.

3. My background is set forth in the *Declaration of Ralph Cetrulo in Support of Chapter 11 Petition and First Day Motions* [Docket No. 8] (the “First Day Declaration”). After explaining my background and experience, section I of my First Day Declaration provides an overview of the Debtor, section II describes the Debtor’s corporate background and business, and section III describes the circumstances that compelled the commencement of the Chapter 11 Case

¹ The last four digits of the Debtor’s tax identification number in the jurisdiction in which it operates is 3572.

(the “Chapter 11 Case”). Section IV provides a summary of the First Day Pleadings and factual bases for the relief requested therein.

4. I submit this Declaration in support of the *Debtor’s Application for Entry of an Order Authorizing the Employment and Retention of Dentons US LLP as Bankruptcy Counsel Effective as of the Petition Date* (the “Application”), that is being filed in accordance with sections 327(a), 328(a), 329, and 504 of the Bankruptcy Code, Rules 2014(a) and 2016(b) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and Rules 2014-1 and 2016-1 of the Bankruptcy Local Rules of the United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Local Rules”). The Application seeks authority to employ and retain Dentons US LLP (“Dentons”) as attorneys for the Debtor in the above-captioned chapter 11 case effective as of the Petition Date.

5. This Declaration is provided pursuant to Appendix B, Paragraph D.2 of the *U.S. Trustee Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases*, effective November 1, 2013 (the “Fee Guidelines”). Except as otherwise indicated herein, the facts set forth in this Declaration are based upon my personal knowledge, information provided to me by the Debtor’s advisors, or my opinion based upon knowledge and experience as the CFO for the Debtor. I am authorized to submit this Declaration on behalf of the Debtor.

6. The Debtor recognizes that a comprehensive review process is necessary when selecting and managing chapter 11 counsel to ensure that their bankruptcy professionals are subject to the same client-driven market forces, security, and accountability as professionals in non-bankruptcy engagements. The Debtor interviewed more than one firm, ultimately choosing Dentons based upon Dentons’ extensive experience and reputation in the restructuring field

generally, and specific experience dealing with Medicare and Medicaid issues, in particular, and upon the Debtor's particular circumstances.

7. As the CFO of the Debtor, I am familiar with the terms of Dentons' engagement. Dentons has confirmed to me that Dentons does not vary its billing rates or the material terms of an engagement depending on whether such engagement is a bankruptcy or a non-bankruptcy engagement. Dentons has advised me that its current customary U.S. hourly rates are \$890 to \$1,250 for partners, \$750 to \$1,250 for counsel, \$750 to \$890 for associates, and \$390 to \$425 for paraprofessionals. It is my understanding that Dentons reviews and adjusts its billing rates annually. Dentons has advised me that it will inform the Debtor of any adjustment to its existing rate structure.

8. I am informed by Dentons that its attorney billing rates are aligned each year to ensure that those rates are comparable to the billing rates of its peer firms. To the extent that there is any disparity in such rates, however, I nevertheless believe that retention of Dentons by the Debtor is warranted in this case for the reasons set forth in the Application.

9. I understand that Dentons' fees and expenses will be subject to periodic review during the pendency of this chapter 11 case by, among other parties, the Office of the U.S. Trustee and the Debtor, in accordance with the terms of the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and any orders of the Court governing the procedures for approval of interim compensation of professionals retained in chapter 11 cases.

10. As the Debtor's CFO, I supervised and managed legal fees and expenses incurred by the Debtor's outside counsel pre-petition. I reviewed the Debtor's outside counsel invoices and authorized all legal fees and expenses prior to the payment of such fees to outside counsel. In so doing, I assured that all requested fees and expenses were reasonable and corresponded with

necessary or beneficial services rendered on behalf of the Debtor. The aforementioned review and approval process will not differ in regard to the Debtor's employment of Dentons. In that regard, I have reviewed Dentons' pre-petition invoice. Moreover, Dentons has informed me that the Debtor will be provided with the opportunity to review all post-petition invoices and request adjustments to such invoices to the extent that the Debtor determines that such adjustments are necessary and appropriate, which requests will be carefully considered by Dentons.

11. I will review the invoices submitted to the Debtor and, together with Dentons, amend such invoices as necessary.

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

Date: October 25, 2024

/s/ Ralph Cetrulo

Ralph Cetrulo
Chief Financial Officer
Global Wound Care Medical Group

EXHIBIT D

**(Statement Required by Local Rule 2014-1, FED. R. BANKR. P. 2016(b)
and § 329 of the Bankruptcy Code)**

B2030 (Form 2030) (12/15)

United States Bankruptcy Court
SOUTHERN DISTRICT OF TEXAS

In re

Global Wound Care Medical Group, a Professional Corporation Case No. 24-34908 (CML)

Debtor

Chapter 11

DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR

1. Pursuant to 11 U.S.C. § 329(a) and Fed. Bankr. P. 2016(b), I certify that I am the attorney for the above named debtor(s) and that compensation paid to me within one year before the filing of the petition in bankruptcy, or agreed to be paid to me, for services rendered or to be rendered on behalf of the debtor(s) in contemplation of or in connection with the bankruptcy case is as follows:

For legal services, I have agreed to accept\$ 500,000.00 [retainer]

Prior to the filing of this statement I have received.....\$ 334,747.15

Balance Due\$ 0.00

2. The source of the compensation paid to me was:

[X] Debtor [] Other (specify)

3. The source of compensation to be paid to me is:

[] Debtor [] Other (specify)

4. [X] I have not agreed to share the above-disclosed compensation with any other person unless they are members and associates of my law firm.

[] I have agreed to share the above-disclosed compensation with a other person or persons who are not members or associates of my law firm. A copy of the agreement, together with a list of the names of the people sharing in the compensation, is attached.

5. In return for the above-disclosed fee, I have agreed to render legal service for all aspects of the bankruptcy case, including:

- a. Analysis of the debtor's financial situation, and rendering advice to the debtor in determining whether to file a petition in bankruptcy;
b. Preparation and filing of any petition, schedules, statements of affairs and plan which may be required;
c. Representation of the debtor at the meeting of creditors and confirmation hearing, and any adjourned hearings thereof;

B2030 (Form 2030) (12/15)

- d. Representation of the debtor in adversary proceedings and other contested bankruptcy matters;
- e. [Other provisions as needed]

6. By agreement with the debtor(s), the above-disclosed fee does not include the following services:

CERTIFICATION

I certify that the foregoing is a complete statement of any agreement or arrangement for payment to me for representation of the debtor(s) in this bankruptcy proceeding.

10/21/2022

Date

/s/ Samuel R. Maizel

Signature of Attorney

Dentons US LLP

Name of law firm

EXHIBIT E
(Proposed Order)

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

In re:

GLOBAL WOUND CARE MEDICAL GROUP, a
Professional Corporation,¹

Debtor.

Chapter 11

Case No. 24-34908 (CML)

**ORDER GRANTING DEBTOR'S APPLICATION FOR ENTRY OF AN ORDER
AUTHORIZING THE EMPLOYMENT AND RETENTION OF DENTONS AS
BANKRUPTCY COUNSEL, EFFECTIVE AS OF THE PETITION DATE**

Upon consideration of the *Debtor's Application for Entry of an Order Authorizing the Employment and Retention of Dentons as Bankruptcy Counsel, Effective as of the Petition Date* (the "Application")² of the above-captioned debtor and debtor in possession (the "Debtor"); and upon the *Declaration of Ralph Cetrulo in Support of the Chapter 11 Petition and First Day Motions* (the "First Day Declaration"); and the *Declaration of Samuel R Maizel* (the "Maizel Declaration") and the *Declaration of Ralph Cetrulo* (the "Cetrulo Declaration"), both of which were attached to the Application; and, this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Application is in the best interests of the Debtor's estate, its creditors, and other parties in interest; and this Court having found that the Debtor's notice of the Application and opportunity for a hearing on the Motion were appropriate under the circumstances and no other

¹ The last four digits of the Debtor's tax identification number in the jurisdiction in which it operates is 3572.

² Capitalized terms not otherwise defined herein shall have the meaning afforded in the Motion.

notice need be provided; and this Court having reviewed the Application and having heard the statements in support of the relief requested therein at a hearing before this Court, if any; and this Court having determined that the legal and factual bases set forth in support of the Application establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Application is granted on the terms set forth herein.
2. All objections to the Application or the relief requested therein that have not been made, withdrawn, waived, or settled, and all reservations of rights included therein, are overruled on the merits.
3. The Debtor is authorized to employ Dentons as counsel under §§ 327(a) and 328 of the Bankruptcy Code, to perform such services as detailed in the Application and on the terms set forth in the Application and the Maizel Declaration, with such employment effective as of the Petition Date.
4. All payments of professional fees and reimbursements of expenses to Dentons are subject to court approval based upon application to the Court and submission of contemporaneous time records, pursuant to Bankruptcy Rules and Local Rules.
5. Service of the Application, the Maizel Declaration, the Cetrulo Declaration and the proposed order was sufficient notice to parties under the circumstances.
6. Notwithstanding the possible applicability of Bankruptcy Rules 6004, 7062 and 9014, or otherwise, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

7. This Court shall retain exclusive jurisdiction to interpret and enforce the terms of this Order.

Dated: _____, 2024

JUDGE CHRISTOPHER M. LOPEZ
UNITED STATES BANKRUPTCY JUDGE