

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

In re:

GLOBAL WOUND CARE MEDICAL GROUP,<sup>1</sup>

Debtor.

Chapter 11

Case No. 24-34908-CML

**STIPULATION AND AGREED ORDER REGARDING  
SUSPENSION OF MEDICARE PAYMENTS TO THE DEBTOR BY THE  
UNITED STATES DEPARTMENT OF HEALTH AND HUMAN SERVICES**

Global Wound Care Medical Group, a Professional Corporation (the “Debtor”), the debtor and debtor-in-possession in the above-captioned chapter 11 case (the “Chapter 11 Case”), and the Civil Division of the United States Department of Justice (“DOJ”), on behalf of the United States of America, the United States Department of Health and Human Services (“HHS”) and its designated component, the Centers for Medicare and Medicaid Services (“CMS,” and collectively with HHS, the “United States,” and the United States collectively with the Debtor, the “Parties” and each individually, a “Party”) hereby stipulate as follows:

**RECITALS**

**The Parties**

A. The Debtor, a professional corporation incorporated in California, is a medical practice that provides wound care services, primarily to elderly patients that receive Medicare.

<sup>1</sup> The last four digits of the Debtor’s tax identification number in the jurisdiction in which it operates is 3572. The service address for the Debtor is 5901 W. Century Blvd., Suite 750, Los Angeles, CA, 90045.



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B. CMS, a component agency of HHS, administers the Medicare program under provisions in Title 42 of the United States Code, 42 U.S.C. § 1395 *et seq.*, and regulations promulgated in Chapter IV of Title 42 of the Code of Federal Regulations, (the “Medicare Program”). The Medicare Program is a federally funded health insurance program primarily designed to cover medical care for the elderly and disabled.

### **The FCA Investigation**

C. On September 29, 2023, the DOJ served Civil Investigative Demands (the “CIDs”) to the Debtor and numerous other individuals and entities operating under the trade name “Wound Pros” in furtherance of an investigation of allegations arising under the False Claims Act, 31 U.S.C. §§ 3729 - 3733; the Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b); and related provisions of Federal law (the “FCA Investigation”).

D. On June 27, 2024, the DOJ filed a Petition for Order to Show Cause and Summary Enforcement of Civil Investigative Demands in the United States District Court for the Eastern District of California. *See United States v. Wound Pros Management Group, Inc., et al.*, No. 2:24-MC-00263 (E.D. Ca.). Production under the CIDs remains ongoing.

### **The Payment Suspension**

E. On September 11, 2024, CMS, in consultation with the Office of the Inspector General of HHS, acting through Qlarant Integrity Solutions, LLC, a CMS Unified Program Integrity Contractor, notified the Debtor that its Medicare payments had been suspended (the “Payment Suspension”) based on “credible allegations of fraud.”

F. On October 11, 2024, the Debtor submitted a rebuttal letter contesting the Payment Suspension and disputing the allegations of fraud (the “Rebuttal Letter”).

G. As of December 11, 2024, CMS has suspended approximately \$208 million for claims submitted by the Debtor to CMS for payment (the “Suspended Amounts”).

### **The Chapter 11 Case and the Basis of this Agreement**

H. On October 21, 2024 (the “Petition Date”), the Debtor filed a voluntary petition (the “Petition”) in the United States Bankruptcy Court for the Southern District of Texas (the “Court”) seeking relief under chapter 11 of Title 11 of the United States Code (the “Bankruptcy Code”). The Debtor continues to operate its business and manage its property as a debtor-in-possession pursuant to section 1184 of the Bankruptcy Code.

I. As of December 12, 2024, the Debtor has approximately (i) \$14.3 million in outstanding claims for products and services allegedly provided to Medicare beneficiaries before the Petition Date but not yet submitted to CMS for payment; and (ii) approximately \$18.2 million in outstanding claims for products and services allegedly provided to Medicare beneficiaries after the Petition Date but not yet submitted to CMS for payment.

J. After the Petition Date, the United States and the Debtor have engaged in negotiations concerning the FCA Investigation and the Payment Suspension. To facilitate continued negotiations regarding the FCA Investigation, and in exchange for certain protections, CMS will partially and temporarily modify the Payment Suspension subject to the terms and conditions of this Stipulation (the “Stipulation”).

### **TERMS AND CONDITIONS**

1. **Effective Date.** This Stipulation shall become effective upon entry of an order of the Court approving the Stipulation (the “Effective Date”).

2. **Modification of the Payment Suspension.** On the Effective Date, and through the Termination Date (as defined below), and subject to the terms and conditions set forth in this Stipulation, CMS will modify the Payment Suspension to suspend 25% of amounts payable on claims submitted by the Debtor subject to paragraph 4, on or after the Effective Date (the “Continuing Suspended Payments”) and allow payment of 75% of amounts payable on claims submitted by the Debtor subject to paragraph 4 on or after the Effective Date (the “Released Payments”). The modification of the Payment Suspension described in this paragraph shall not apply to the Suspended Amounts or any other payments suspended by CMS prior to the Effective Date (collectively, the “Previously Suspended Payments”).

3. **Implementation of Modification to Payment Suspension.** On or immediately after the Effective Date, CMS will make reasonable and good faith efforts to implement the modifications to the Payment Suspension, *provided that* in no event shall the failure of any Medicare Administrative Contractor (“MAC”), despite reasonable and good faith efforts to fully implement the suspension modifications within forty-five (45) of the Effective Date (collectively, the “MAC Deadlines”), be considered a breach of this Stipulation. To the extent that any payments are suspended during implementation of the modification of the Payment Suspension and before the MAC Deadlines, they will become Previously Suspended Payments.

4. **Medicare Claims Review.** All claims submitted by the Debtor are subject to the Medicare Program’s review procedures (including, but not limited to, pre-payment and post-payment review and audit), and may be paid or denied in the ordinary course of business, with the Parties reserving all rights to contest or defend the treatment of particular claims. Nothing in this Stipulation shall constitute a representation or admission by the United States that any of the Debtor’s claims comply with any legal requirements.

5. **Debtor Agreements.** The Debtor agrees to the following:
- a. Prior to the Effective Date, the Debtor will seek, on an emergency basis, Court approval for the appointment of a Chief Restructuring Officer (the “CRO”) to exercise executive authority over the Debtor’s operations. The Debtor will consult with the United States prior to filing its motion for approval and the United States shall have, at its reasonable discretion, the right to veto the Debtor’s proposed CRO. The CRO shall remain in such position until the earlier of dismissal or conversion of the case, the date of any final order confirming a Chapter 11 plan of reorganization, *provided that* the United States reserves the right to file a motion at any time seeking removal or dismissal of the CRO. During the term of this Stipulation, all expenditures of funds by the Debtor and withdrawals from the Medicare Receivables Account (as defined below) shall require personal authorization by the CRO.
  - b. No later than December 31, 2024, the Debtor will submit all claims for services allegedly provided before the Effective Date (“Pre-Effective Date Claims”). If the Debtor submits Pre-Effective Date Claims after December 31, 2024, the Debtor shall repay all amounts released by CMS in payment of such claims, and if such payments are received during the term of the Stipulation, the United States may remove any such payments from the Medicare Receivables Account (as defined below). Between the Effective Date and the Termination Date, any failure to repay Pre-Effective Date Claims within 7 days of such claims being paid shall constitute a breach of the Stipulation.

- c. The Debtor shall not seek in any Suspension Challenge (as defined below) to compel the release of the Previously Suspended Amounts pending final resolution or any adjudication of the claims arising from the FCA Investigation. The United States shall be entitled to set off the Previously Suspended Amount against any claims of the United States, or any federal agencies or instrumentalities thereof, against the Debtor upon entry of an order, and the Debtor shall not challenge the timeliness or right to setoff prepetition amounts against prepetition claims, post-petition amounts against post-petition claims, or the debts described in paragraph 7(a); *provided, however*, that the Debtor reserves the right to challenge the validity of any such claim.
- d. To the extent applicable, the deadline in Rule 4007(c) of the Federal Rules of Bankruptcy Procedure to file a complaint to determine the dischargeability of a debt pursuant to section 523(c) of the Bankruptcy Code is extended for the United States through and including April 30, 2025.
- e. The Debtor shall make no attempt to estimate the United States' claim pursuant to section 502(c) of the Bankruptcy Code at any time prior to the deadline for the United States to file proofs of claim.
- f. The FCA Investigation and any commencement of FCA litigation by the United States is an exercise of the United States' police and regulatory powers, and the Debtor shall not request the Court enjoin the United States' exercise of its police and regulatory powers with respect to the FCA Investigation and litigation pursuant to section 105 of the Bankruptcy Code.

- g. This Stipulation, any action taken pursuant to this Stipulation, the termination of this Stipulation, or any action taken to restore the parties to their pre-Stipulation positions, including, but not limited to, the act of reinstating a 100% payment suspension or the revocation or exclusion of the Debtor from Medicare, is in furtherance, and an exercise, of the United States' police and regulatory powers and not an act of discrimination prohibited by section 525(a) of the Bankruptcy Code.

6. **Debtor's Cooperation and Reporting Obligations.** The Debtor shall negotiate and cooperate in good faith with the United States concerning the Payment Suspension and resolution of the FCA Investigation during the term of this Stipulation (the "Debtor's Cooperation Obligations"), including without limitation, by and through the following:

- a. The Debtor shall negotiate with the United States in good faith with the aim of reaching an agreement in principle to resolve claims of the United States arising from the FCA Investigation by December 31, 2024. Among other things, the United States' alleged misconduct by the Debtor and other affiliated entities includes submitting or causing the submission of claims for reimbursement to the federal healthcare programs: (i) by allegedly falsely billing for services provided by non-physician personnel "incident to" a physician's services and/or when such non-physician personnel were not enrolled or professionally qualified; (ii) in connection with the alleged payment of unlawful incentives to order biologic skin substitutes; and (iii) in connection with the alleged fraudulent enrollment of the Debtor and other affiliated entities in the Medicare program.
- b. The Debtor shall adhere to a weekly Operating Budget, attached hereto as Exhibit "A," for all expenditures, as set forth therein. The weekly Operating Budget shall include, among other things, expenditure categories for compensation and related employment tax

payments to employees; *provided that*, payment of any compensation or related employment tax payments to any of the individuals identified in Exhibit “B” to this Stipulation (the “Related Individuals”) shall not exceed the amounts set forth in the Operating Budget.

- c. Except with the prior written consent of the United States, the Debtor shall make no expenditures from Released Payments or any non-Medicare revenues in excess of the amounts authorized in the Operating Budget, *provided that*, the Debtor may without prior United States consent, exceed the budgeted amount for expenditures in any category listed in the Operating Budget by an amount not greater than 10% of the budgeted amount for such category, and 10% of total expenditures over a rolling four week cumulative period.
- d. The Debtor shall place all Released Payments hereunder into a separate account for Medicare receivables (the “Medicare Receivables Account”), and shall be permitted to use amounts from the Medicare Receivables Account necessary to fund payments permitted in the Operating Budget in the ordinary course of business, together with the permitted variances described in subparagraph (c) above. Absent prior written consent of the United States, the Debtor shall not transfer any funds in excess of budgeted amounts from the Medicare Receivables Account, and the United States shall, pursuant to section 364(c)(2) of the Bankruptcy Code, hold a valid, binding, enforceable, fully-perfected first priority senior security interest in, and lien upon, all of the Debtor’s right, title, and interest in, to, and under the Medicare Receivables Account. The United States shall have the right to dispose of the funds in the Medicare Receivables Account in the event of a termination as set forth in paragraph 11 of this Stipulation. Any automatic stay, whether arising under section 362 of the Bankruptcy Code or otherwise,



- is hereby modified, without further notice or order from this Court, to the extent necessary to permit the United States to take any steps necessary to perfect its security interest and rights in, and to, the Medicare Receivables Account, and the Debtor shall take all reasonable and necessary actions to facilitate the United States' perfection of its security interest and right to access the account.
- e. Within four business days of the conclusion of each operating week set forth in the Operating Budget, the Debtor shall provide the United States with a weekly cash flow statement showing its expenditures for the operating week, and shall report the amount of any funds remaining on hand at the conclusion of the operating week, if any (the "Weekly Report").
  - f. The Debtor, without the prior written consent of the United States, shall make no payments, regardless whether permitted in the Operating Budget, (i) on account of any ownership or equity interest of any individual or entity in the Debtor or Wound Pros Management Group, Inc. ("Wound Pros MG"), (ii) to or for the benefit of the Related Individuals other than salaries and related employment taxes permitted in subparagraph (b) above and in the Operating Budget, or (iii) to any entity in which any of the Related Individuals have an ownership or other financial interest or role as an officer or manager ("Related Entities"), aside from approved payments listed in the Operating Budget to Wound Pros MG. In addition, the Debtor shall instruct and ensure that no payments from Wound Pros MG shall be made to any of the Related Individuals or Related Entities. In addition to the United States' termination rights below, upon receiving any information that Wound Pros MG has made any payments to the Related Individuals or Related Entities in violation of this Stipulation, the Debtor shall report to the DOJ the amount and

recipient of such payment and will use its best efforts to recover such improper payment for the benefit of the United States. The Debtor specifically represents and warrants that none of the interests described in this paragraph, nor any other rebate or remuneration to the Debtor, WPMG, or any affiliated individual or entity, exists with regard to its suppliers of biologic materials, including 180 Health Services, Biowounds, and Accesso.

- g. The Debtor will provide and will instruct Wound Pros MG to provide the United States with access to any of their books and records necessary and appropriate, in the United States' reasonable discretion, to permit the United States to verify compliance with the terms of this Stipulation. Among any other reasonable access to books and records, the Debtor shall, upon demand, provide copies, of the Debtor's and Wound Pros MG's invoices associated with expenditures, payroll information including copies of pay advices or other documentation evidencing payments to employees, leases and documents evidencing lease payments to any landlords, banking information including statements from all financial accounts, and such other records as the United States may request.

7. **Adequate Protection of the United States' Interests.** As adequate protection of the United States' interests in any Released Payments under this Stipulation, the Parties agree as follows:

- a. **Setoff Rights.** Notwithstanding the mutuality requirements of section 553 of the Bankruptcy Code, to the extent the United States' setoff rights, if any, in the Released Payments have been or will be reduced by the release of such payments to the Debtor under this Stipulation, the United States shall have setoff rights against the Previously Suspended Payments, Continuing Suspended Payments, any Medicare Receivables Account, and any pre- or post-petition debts that the United States may owe to the Debtor to the same extent that it had prior to the Petition Date,

including amounts CMS may owe to the Debtor for post-petition services in accordance with the Medicare Program.

b. **Super Priority Administrative Claim.** The United States will receive a super priority administrative claim, pursuant to section 507(b) of the Bankruptcy Code, up to the amount of any Released Payments for any of the United States' debts not satisfied through offset (the "Adequate Protection Claim"). The Adequate Protection Claim shall have priority over all other administrative expense claims, including without limitation, such claims under sections 503(b) and 507(b) of the Bankruptcy Code, except for the following (the "Carve Out"):

(1) amounts required to be paid to the Clerk of the Court and to the Office of the United States Trustee (the "U.S. Trustee"), pursuant to 28 U.S.C. § 1930(a); (2) all post-petition taxes of any kind required to be paid to any federal, state or municipal governmental entity by the Debtor; (3) reasonable unpaid fees and expenses incurred by persons or firms retained by the Debtor pursuant to sections 327, 328, or 363 of the Bankruptcy Code (the "Debtor's Professionals"), to the extent such amounts are (A) (y) incurred or accrued prior to the Termination Date and remain unpaid, and (z) allowed by final order of the Court, plus (B) an amount of no more than \$500,000 (five hundred thousand dollars) after termination of this Stipulation to the extent allowed by final order of the Court; (4) reasonable unpaid fees and expenses of the CRO to the extent such amounts are allowed by the Court; and (v) salaries and expenses owed or owing to the Debtor's employees and independent contractors in the amounts described in the weekly Operating

Budget. The United States reserves all rights to object to the approval of any payments of the amounts described in items (3)-(5) in the preceding sentence.

8. **Debtor's Breach.** Any of the following shall constitute a breach of this Stipulation by the Debtor (a "Debtor's Breach"): (a) the Debtor's violation of any of the Debtor's Cooperation Obligations, including without limitation, the payment restrictions and limits on expenditures set forth therein and in the Operating Budget; (b) a determination by the DOJ, in its reasonable discretion, that the Debtor has failed to cooperate with any investigation or audit by the United States; (c) the Debtor's violation of any other material term of this Stipulation; (d) the filing, during the term of the Stipulation, of an adversary proceeding, motion or other action by the Debtor asserting that the Payment Suspension violates sections 362 or 542 of the Bankruptcy Code, asserting a violation of section 525 of the Bankruptcy Code, or seeking injunctive relief requiring release of the Payment Suspension (a "Suspension Challenge"); (e) the Debtor's closure or cessation of its business operations; (f) the Debtor's voluntary disenrollment or voluntary termination as a Medicare provider or supplier under applicable Medicare law and regulations; (g) a determination by the DOJ or any federal law enforcement or investigative agency that any postpetition criminal act or fraudulent act not already part of the FCA Investigation as described in Paragraph 6(a) has been committed by the Debtor and requires termination of the Stipulation; or (h) a determination by the DOJ or any federal law enforcement or investigative agency that the Debtor has made material misrepresentations in this Stipulation, including, but not limited to, the amounts described in paragraph I or the representations in paragraph 6(f).

9. **Termination for Breach.** The United States may terminate this Stipulation upon any Debtor's Breach or if the DOJ determines, in its sole discretion, that negotiations regarding the FCA Investigation will not result in a successful resolution of the United States' claims (a "Settlement

Impasse”). If the DOJ terminates this Stipulation based on a Settlement Impasse, or based on any of the breaches described in paragraph 8(a) through (c) or (h), the DOJ shall provide (3) business days written notice to the Debtor, its counsel, the CRO, and the United States Trustee, and an opportunity to cure such breach prior to such termination (the “Termination Date”), *provided that* the termination shall take effect on the Termination Date and shall remain in effect unless the Court orders otherwise. If Debtor breaches this Stipulation in accordance with paragraph 8(d) through (g) (each such breach, an “Automatic Termination Event”), the DOJ need not provide notice to the Debtor prior to termination or a right to cure such breach.

10. **Termination Other Than for Breach.** Unless terminated for a Debtor’s Breach, the Stipulation shall automatically terminate on the earliest of: (a) December 31, 2024, unless the DOJ agrees in its sole discretion to extend the term of the Stipulation past such date; (b) the appointment of a Chapter 11 trustee pursuant to section 1104 of the Bankruptcy Code; (c) the conversion or dismissal of the Chapter 11 Case, or the filing of any Debtor’s motion seeking such conversion or dismissal; or (d) an involuntary termination, revocation, or exclusion of the Debtor as a Medicare provider or supplier under applicable Medicare law and regulations.

11. **Termination and Medicare Receivables Account.** Upon the earlier of the issuance by the United States of a notice of termination or any Automatic Termination Event, the Debtor’s authorization to use funds in the Medicare Receivables Account shall terminate immediately, and any stay, whether arising under section 362 of the Bankruptcy Code or otherwise, is hereby modified, without further notice or order from this Court, to the extent necessary, to permit the United States to exercise its rights and remedies with respect to the Medicare Receivables Account, including disposing of any funds held in the Medicare Receivables Account except for already incurred expenses that would be subject the Carve Out. The Debtor will follow any disposition

instructions from the DOJ regarding funds held in the Medicare Receivables Account and will cooperate in the DOJ's efforts to dispose of such funds.

12. **Debtor's Post-Termination Suspension Challenge.** If this Stipulation is terminated based on any Debtor's Breach, the Debtor shall waive any and all rights to bring a Suspension Challenge, and, in accordance with the terms of this Stipulation, shall make no assertion in any court or administrative forum that the Payment Suspension constitutes a violation of the automatic stay or an act of bankruptcy discrimination pursuant to section 525 of the Bankruptcy Code. If the Stipulation is terminated for any reason other than a Debtor's Breach, the Debtor reserves the right on or after the Termination Date, to file a Suspension Challenge, *provided that* the Debtor shall not seek recovery of any of the Previously Suspended Amounts or Continuing Suspended Payments, and *provided further that* the United States reserves all rights to contest the Suspension Challenge, including arguments concerning the Court's subject matter jurisdiction over any issues raised in the Suspension Challenge.

13. **Debtor's Indemnification Obligations.** The Debtor and any reorganized Debtor that emerges from this Chapter 11 Case (the "Reorganized Debtor") shall indemnify and hold the United States harmless from any losses, claims, damages, liabilities, and expenses asserted against the United States arising out of the Debtor's performance of its obligations under this Stipulation ("Indemnification Obligations"). To the extent the Debtor fails to pay its Indemnification Obligations, the United States shall have a super priority administrative expense claim against the estate for any of the Indemnification Obligations and may seek reimbursement from the Reorganized Debtor for any Indemnification Obligations not satisfied by the Debtor's estate.

14. The United States' entry into this Stipulation shall not constitute or effectuate a waiver of sovereign immunity or a consent to the Court's jurisdiction or authority to adjudicate

any matter, including without limitation, the Payment Suspension and any claims arising from the FCA Investigation.

15. The United States' entry into this Stipulation does not prejudice, limit or otherwise enjoin the United States from asserting that the Debtor's case was not filed in good faith and/or should be dismissed pursuant to section 1112 of the Bankruptcy Code.

16. Neither the United States' entry into the Stipulation, nor any term of the Stipulation, shall constitute (i) an admission concerning any legal or factual element of any claims arising from any investigation or audit by the United States, including without limitation the FCA Investigation (including, but not limited to, any materiality element under the False Claims Act); or an alteration discharge or release of any claims arising from any investigation or audit by the United States, including without limitation the FCA Investigation. The Debtor shall make no representation to the contrary in any document filed with, or argument or proceeding in, any court or other judicial or administrative tribunal.

17. Nothing in this Stipulation alters, discharges or releases any debts owed by the Debtor to the United States or any federal agencies or instrumentalities thereof.

18. Nothing contained herein shall (a) restrain, limit or impact any action by HHS or CMS to administer, regulate and enforce the Medicare Program; or (b) affect, modify or impair any claims, defenses, recoupment or setoff rights, of the United States, except as expressly provided herein. This Stipulation shall not affect, modify or impair the rights of the Debtor with respect to such claims, defenses, recoupment or setoff rights.

19. The provisions of this Stipulation, other than the Debtor's Cooperation Obligations set forth in paragraph 6, shall survive termination of this Stipulation and shall be enforceable

against the Debtor or any of the Debtor's successors or assigns, or any trustee or examiner appointed in the Debtor's bankruptcy case.

20. Each Party hereto agrees that it has fully participated in the drafting of this Stipulation. The rule of law which provides that ambiguities will be construed against the drafting party in interpreting written instruments shall not be applicable to or used in resolving any dispute over the meaning or intent of this Stipulation or any of its provisions.

21. Headings used to identify this Stipulation's provisions, including the articles, sections, clauses, as well as any exhibits and schedules, do not have any substantive meaning or interpretive value.

22. This is the full and complete agreement of the Parties, and each Party has entered into this Stipulation voluntarily and without duress.

23. Any disputes regarding the rights arising hereunder shall be governed by federal law.

24. This Stipulation is subject to the approval of the Court and is of no force and effect until so approved.

**SO ORDERED AND APPROVED:**

December \_\_, 2024


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United States Bankruptcy Judge



Dated: December 17, 2024


Respectfully submitted,

/s/   
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*Counsel for the United States*

**CERTIFICATE OF SERVICE**

This is to certify that I have on December 19, 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 W. Doherty

Casey W. Doherty

**Exhibit A**

(Operating Budget)

**Global Wound Care Medical Group and Wound Pros Management Group**  
**December Operating Budget**  
**Period Ended December 31, 2024**

	<b>Week Ended 12/21/2024</b>	<b>Week Ended 12/28/2024</b>	<b>3-Days Ended 12/31/2024</b>	<b>TOTAL</b>
Biologics Product Expenses	\$ 29,637,927	\$ 4,984,779	\$ -	\$ 34,622,706
Other Cost of good sold	208,779	208,779	83,512	501,069
Payroll Expense	11,203	3,867,899	4,481	3,883,583
Rent Expenses	-	-	118,474	118,474
Admin Expense	224,772	224,772	89,909	539,453
Insurance Expense	35,025	35,025	14,010	84,060
Services Cost	664,300	349,300	119,720	1,133,321
Software Expense	189,326	189,326	75,730	454,382
Travel Expenses	134,424	134,424	53,770	322,618
Marketing and Sales Expenses	47,485	47,485	18,994	113,964
<b>Total Operating Expenses</b>	<b>\$ 31,153,241</b>	<b>\$ 10,041,790</b>	<b>\$ 578,599</b>	<b>\$ 41,773,630</b>

**Exhibit B**

(Related Individuals)

[illegible]