

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

In re:

GLOBAL WOUND CARE MEDICAL GROUP,
a Professional Corporation,

Debtor.

Chapter 11

Case No. 24-34908 (CML)

**CERTIFICATE OF NO OBJECTION TO FIRST INTERIM FEE
APPLICATION OF TOGUT, SEGAL & SEGAL LLP, AS CONFLICTS
COUNSEL FOR THE DEBTOR, FOR THE PERIOD FROM
JANUARY 9, 2025, THROUGH MARCH 31, 2025**

1. On November 11, 2025, Togut, Segal & Segal LLP (the “Togut Firm”), conflicts counsel to Global Wound Care Medical Group, a Professional Corporation, as debtor and debtor in possession (the “Debtor”) in the above-captioned case, filed its *First Interim Fee Application of the Togut Firm, for Interim Allowance of Compensation for Professional Services Rendered and Reimbursement of Actual and Necessary Expenses Incurred from January 9, 2025 Through and Including March 31, 2025* [Docket No. 330] (the “First Interim Fee Application”). Objections to the First Interim Fee Application were required to be filed and served on or prior to December 2, 2025 (the “Objection Deadline”).

2. In accordance with paragraph 44 of the Procedures for Complex Cases in the Southern District of Texas, the undersigned counsel hereby certifies that (i) the Objection Deadline for the First Interim Fee Application has passed, (ii) the undersigned counsel is unaware of any objection to the First Interim Fee Application, and (iii) the undersigned counsel has reviewed the Court’s docket and no objection or responsive pleading with respect to the First Interim Fee Application has been filed.

3. The proposed order (the “Proposed Order”) originally attached to the First Interim Fee Application is attached hereto as Exhibit “A.”

4. Therefore, the Togut Firm respectfully requests entry of the Proposed Order.

[Concluded on the following page].



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Dated: December 4, 2025
New York, New York

Respectfully submitted,

TOGUT, SEGAL & SEGAL LLP

By:

/s/Frank A. Oswald

Frank Oswald (admitted *pro hac vice*)

One Penn Plaza, Suite 3335

New York, New York 10119

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Conflicts Counsel to the Debtor

Certificate of Service

I hereby certify that on December 4, 2025, a true and correct copy of the foregoing document was served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/Frank A. Oswald

Frank A. Oswald

Exhibit A

Proposed Order

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In re:

GLOBAL WOUND CARE MEDICAL GROUP,
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Chapter 11

Case No. 24-34908 (CML)

**ORDER ALLOWING INTERIM COMPENSATION
AND REIMBURSEMENT OF EXPENSES**

The Court has considered the *First Interim Application of Togut, Segal & Segal LLP* (the “Applicant”), *Conflicts Counsel for Debtor, for Interim Allowance of Compensation for Professional Services Rendered and Reimbursement of Actual and Necessary Expenses Incurred from January 9, 2025, Through and Including March 31, 2025* (the “Application”) filed by Togut, Segal & Segal LLP (the “Applicant”). The Court orders:

1. The Applicant is allowed interim compensation of \$107,508 and reimbursement of expenses in the amount of \$203.99, a total of \$107,711.99, for the period set forth in the Application.
2. The Debtor is authorized to disburse any unpaid amounts allowed by paragraph 1 of this order to the Applicant.

Dated: _____, 2025
Houston, Texas

CHRISTOPHER LOPEZ
UNITED STATES BANKRUPTCY JUDGE