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)
GLOBAL WOUND CARE MEDICAL GROUP, a Professional Corporation, Plaintiff, vs. WELLS FARGO BANK, N.A. Defendant.	Adv. Pro. No. 25-03121 (CML)

SECOND AMENDED STIPULATION AND ORDER BY AND BETWEEN GLOBAL WOUND CARE MEDICAL GROUP AND WELLS FARGO BANK, N.A. REGARDING MOTION FOR STAY RELIEF AND EMERGENCY MOTION
[This instrument relates to Docket Nos. 18 & 22]

This Second Amended Stipulation and Order (the "**Stipulation and Order**") is entered into on the date of entry by the Court, by and among Global Wound Care Medical Group, a Professional Corporation (the "**Debtor**") and Wells Fargo Bank, N.A. ("**Wells Fargo**" and, together with the Debtor, the "**Parties**"), by and through their

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

respective undersigned counsel, with respect to: (i) *Wells Fargo's Motion for Relief from the Automatic Stay Pursuant to 11 U.S.C. § 362(d) to Close the Debtor's Bank Account* [Main Case, Docket No. 157] (the "**Motion for Stay Relief**"); and, (ii) the *Debtor's Emergency Motion for Preliminary Injunction and Temporary Restraining Order* [Adv. Pro. Docket No. 2] (the "**Emergency Motion**", and together with the Motion for Stay Relief, the "**Motions**"). The Parties hereby stipulate and agree as follows:

RECITALS

A. 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**") initiating the above-captioned main bankruptcy case (Case No. 24-34908) (the "**Bankruptcy Case**"). The Debtor remains in possession of its assets and continues to operate its business as a debtor-in-possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

B. Since the Petition Date, the Debtor has continued to operate through Wells Fargo bank accounts ending in xxxxxx9783 and xxxxxx4723 (each a "**Bank Account**," and, collectively, the "**Bank Accounts**"), which are used to receive all Medicare and commercial insurance reimbursements and to process all disbursements.

C. The Debtor utilizes the Bank Accounts to fund its operations, including payroll, tax obligations, payments to suppliers of biologics, and daily care to thousands of elderly and chronically ill patients.

D. On November 11, 2024, the Court entered its *Final Order (I) Authorizing the Debtor to (A) Continue Using its Cash Management System, and (B) Maintain Existing Bank Account and Business Forms and Books and Records, and (III) Granting Related Relief* [Main Case, Docket No. 58] (the "**Final Cash Management Order**") authorizing the Debtor's continued use of its prepetition cash management system and the Bank Accounts in the ordinary course of business. The Final Cash Management Order authorized, but did not direct, Wells Fargo to continue administering the Bank Accounts without interruption and in accordance with prepetition practices.

E. On December 19, 2024, the Debtor entered into a stipulation [Main Case, Docket No. 87] (the "Medicare Stipulation") with the United States providing for the modification of a previously imposed Medicare payment suspension to allow for 75% of the claims submitted to be paid to the Debtor. The term of the Medicare Stipulation was most recently extended through November 15, 2025 [*see* Main Case, Docket No. 323], to allow for additional time for the Debtor and the United States to reach a global resolution of all disputes with the government.

F. On January 3, 2025, Wells Fargo issued a letter to the Debtor notifying it that, as a result of a risk compliance review, Wells Fargo determined that the Bank Accounts exceeded the bounds of its risk appetite, and that it intended to close the Bank Accounts by February 20, 2025.

G. On February 14, 2025, after communications between the Parties regarding the preferred timeline for closing the Bank Accounts, Wells Fargo issued an

additional letter to the Debtor advising that the Bank Accounts would instead be closed by March 31, 2025.

H. On March 28, 2025, in light of the Parties' inability to reach an agreement regarding the timeline for closing the Bank Accounts, Wells Fargo issued a third letter to the Debtor notifying it that the Bank Accounts would be closed by April 30, 2025.

I. On April 4, 2025, Wells Fargo filed the Motion for Stay Relief seeking authorization to close the Bank Accounts on April 30, 2025.

J. Also on April 4, 2025, the Debtor commenced an adversary proceeding against Wells Fargo (Adv. Pro. No. 25-03121) by filing a complaint [Adv. Pro. Docket No. 1] (the "**Adversary Complaint**") and the Emergency Motion seeking to enjoin Wells Fargo from closing the Bank Accounts pending further order of the Court.

K. Subsequent to filing the Motions, the Parties engaged in good faith and arms'-length discussions concerning the resolution of the Motions. In an attempt to fully resolve the Motions, the Parties agreed to enter into and jointly submitted, and on May 27, 2025, the Court entered its *Stipulation and Order By and Between Global Wound Care Medical Group and Wells Fargo Bank, N.A. Regarding Motion for Stay Relief and Emergency Motion* [Adv. Pro., Docket No. 18] (the "**First Stipulation and Order**").

L. Since the entry of the First Stipulation and Order, the Parties continued arms'-length discussions concerning the final resolution of the Motions. The Parties thereafter entered into and submitted, and on September 22, 2025, the Court entered its

Amended *Stipulation and Order By and Between Global Wound Care Medical Group and Wells Fargo Bank, N.A. Regarding Motion for Stay Relief and Emergency Motion* [Main Case, Docket No. 261] (the "**Amended Stipulation and Order**").

M. Since the entry of the Amended Stipulation and Order, the Parties have continued arms'-length discussions concerning the final resolution of the Motions. In a further attempt to fully resolve the Motions, the Parties have agreed to enter into and now jointly submit this Stipulation and Order.

N. Except as expressly set forth below, the Parties hereby reserve, and this Stipulation and Order shall not affect, any and all other rights with respect to the Motions, or any causes of action, claims, and/or defenses held or that may be asserted by any Party to this Bankruptcy Case or in connection with the Adversary Complaint.

IT IS HEREBY STIPULATED AND AGREED, AND UPON COURT APPROVAL HEREOF, IT IS HEREBY ORDERED:

1. The above recitals are incorporated by reference into this Stipulation and Order with the same force and effect as if fully set forth hereinafter.

2. The terms of this Stipulation and Order are approved and **GRANTED** in their entirety as set forth above and below and shall become effective immediately upon entry by the Court (the "**Effective Date**").

3. Wells Fargo agrees to adjourn the Motion for Stay Relief, and any deadline to respond thereto, *sine die*, provided, however, that Wells Fargo may, without further order from this Court, close the Bank Accounts upon the earlier of: (i) April 1, 2026; or,

(ii) the first business day after the expiration of the deadline by which the Debtor must cure a properly noticed (pursuant to paragraph 8 hereof) breach of the terms of this Stipulation and Order. In exchange, the Debtor agrees to and does hereby **WITHDRAW** the Emergency Motion and **DISMISS** the Adversary Complaint pursuant to Federal Rule of Civil Procedure 41(a), made applicable herein pursuant to Federal Rule of Bankruptcy Procedure 7041.

4. **Milestones.** The Debtor shall complete the transition from the Bank Accounts to one or more replacement accounts at a new financial institution (the "**New Accounts**") in accordance with the milestones set forth in this paragraph (in each case, a "**Milestone**" and collectively, the "**Milestones**"):

(a) Identification and Establishment of New Banking Relationship

(i) On or before **June 16, 2025**, the Debtor shall identify and engage a replacement banking institution (the "New Bank").

(ii) On or before **June 16, 2025**, the Debtor shall complete the opening of the New Accounts at the New Bank.

(iii) On or before **June 16, 2025**, the Debtor shall lower the aggregate balances in the Bank Accounts to $2,000,000, by transferring all amounts in excess of $2,000,000 to the New Accounts.

(iv) On or before **June 16, 2025**, all branch deposits will begin to be deposited in the New Accounts going forward.

(v) On or before **June 12, 2025**, Wells Fargo shall remove the "Lost/Stolen Hard Hold" designation from the Bank Account ending in 9783.

(vi) On or before **June 16, 2025**, the Debtor shall close the Bank Account ending in 4723 and transfer all funds therein to the New Accounts.

(vii) Beginning on **June 16, 2025**, the Debtor shall transfer all funds in excess of $2,000,000 in the Bank Account ending in 9783 to the New Accounts no less frequently than once every seven (7) days.

(b) CMS / Medicare Receipts

(i) On or before **June 16, 2025**, the Debtor shall complete and submit a CMS-588 Electronic Funds Transfer Authorization Agreement ("**CMS-588 Form**") to the Centers for Medicare & Medicaid Services ("**CMS**") for an initial state in which it conducts business, designating the New Accounts for future deposits, with the CMS-588 Form for all other states in which the Debtor conducts business, being submitted by **February 28, 2026**.

(ii) On or before **March 31, 2026**, the Debtor shall complete the transition of all government receivables to be deposited into the New Accounts.

(iii) The Debtor shall notify Wells Fargo once reimbursements begin processing through the New Accounts, and provide Wells Fargo with: (A) on or before **May 31, 2025**, a schedule outlining the proposed dates on which a CMS-588 Form will be submitted to CMS for each state in which the Debtor conducts business; and, (B) notice when the CMS-588 Form is submitted to CMS for each state in which the Debtor conducts business.

(iv) Upon completion of the requirements set forth in paragraph 4(b)(iii) hereof, which may occur on a state-by-state basis, the Debtor shall notify Wells Fargo once reimbursements from Medicare Administrative Contractors begin processing through the New Accounts.

(c) Private Payor Receipts

(i) On or before **June 30, 2025**, the Debtor shall initiate outreach to all commercial insurance providers and other third-party payors, notifying them of the change in deposit instructions and providing updated payment information.

(ii) The Debtor shall notify Wells Fargo once private payor receipts begin processing through the New Accounts.

(d) Transition of Outgoing Disbursements to New Accounts

(i) On or before **September 19, 2025**, the Debtor shall complete the transition of all disbursement activity (including payroll, tax remittances, vendor payments, and any other outgoing transfers) from the Bank Accounts to the New Accounts. For the avoidance of doubt, the only disbursement activity would be automatic transfers of deposits to the New Accounts, and further, no disbursements will come out of the Bank Accounts except for payroll disbursements.

(e) Closing of Bank Accounts

(i) On or before **the earlier of: (A) March 31, 2026**; or, (B) five (5) business days after the date on which the Debtor has certified to Wells Fargo in writing that all receivables and disbursements have been transitioned to the New Accounts, the Debtor shall close the Bank Accounts in their entirety and any remaining balances, if applicable, shall be transferred to the New Accounts.

5. **Extensions.** Any Milestone may be extended or waived only upon the express written agreement of the Parties.

6. **Notice and Reporting.** The Debtor shall provide Wells Fargo written notice, via e-mail to Wells Fargo's undersigned counsel, of satisfying each of the Milestones within two (2) business days after the deadline for such Milestone. In addition, the Debtor shall provide to Wells Fargo a report of the Debtor's cash receipts and disbursements that identifies each payor and payee and the amount received or disbursed by the Debtor with respect to each transaction, by no later than the fifteenth (15th) day of the month following the month to which such report relates. All other notices required by this Stipulation and Order shall be provided to the undersigned counsel for the Parties via e-mail, at the addresses indicated herein, unless otherwise directed by the receiving Party in writing.

7. **Cooperation.** Wells Fargo shall cooperate in good faith with the Debtor to effectuate the transition in accordance with the Milestones, including providing account access to the Bank Accounts, administering the Bank Accounts, and processing requested disbursements until the Bank Accounts are closed, pursuant to and in accordance with the terms and conditions of the pre-petition Deposit Account Agreement governing the Bank Accounts, in the ordinary course of business as such course of conduct existed on the Petition Date, solely as modified, if at all, by the terms of the Final Cash Management Order.

8. **Breach and Cure.** If either Party determines that it or the other Party has materially breached the terms and conditions of this Stipulation and Order, such Party may, within two (2) business days of identifying such material breach, provide written notice of such breach to the other Party, in accordance with paragraph 6 hereof, and the allegedly breaching Party shall have twelve (12) business days from the date of such notice to cure such alleged breach (the "Cure Period"). Subject to Wells Fargo's rights and remedies set forth in Paragraph 3 hereinabove, if such alleged breach has not been cured upon the expiration of the Cure Period, then either Party may move for appropriate relief from this Court on an emergency basis, which request for emergency relief shall not be contested by either Party, provided that such request for emergency relief shall seek expedited consideration no less than seven (7) days after the expiration of the Cure Period.

9. **Successors and Assigns; Third Party-Beneficiaries**. This Stipulation and Order shall be binding upon and inure to the benefit of the Debtor, its estate, and Wells Fargo, as well as their respective successors, assigns, and any affected third parties.

10. **The Parties' Fiduciary Duties**. Notwithstanding anything to the contrary herein, nothing in this Stipulation and Order shall require either Party or its directors or officers to take any action, or to refrain from taking any action, to the extent that taking such action or refraining from taking such action would be inconsistent with such Party's fiduciary obligations under applicable law.

11. **Entire Agreement; Modification**. This Stipulation and Order contains the entire agreement between the Parties with respect to the subject matter hereof, and may only be modified in writing, signed by the Parties or their duly appointed agents, or upon further Order of this Court.

12. **Authorization**. Each undersigned counsel represents that they are authorized to execute and bind their respective clients to the terms of this Stipulation and Order.

13. **Miscellaneous**. The terms of this Stipulation and Order shall remain in full force and effect in any subsequent bankruptcy filing by the Debtor, or upon dismissal of the Bankruptcy Case or the Adversary Complaint, without the need for Wells Fargo or its assignee(s) to seek further relief from any bankruptcy court or other court of competent jurisdiction. The terms of this Stipulation and Agreed Order shall also be binding upon any trustee or statutory committee appointed in this Bankruptcy Case or upon

conversion of this Bankruptcy Case to a case under another chapter of the Bankruptcy Code.

14. **Use**. Neither this Stipulation and Order, nor any terms contained herein, shall be offered in evidence in any legal proceeding or administrative proceeding among or between the Parties, other than as may be necessary: (a) to obtain approval of and to enforce this Stipulation and Order; or, (b) to seek damages or injunctive relief in connection therewith.

15. **No Admissions or Waivers**. Neither this Stipulation and Order nor any negotiations and writings in connection with this Stipulation and Order will in any way be construed as or deemed to be evidence of, waiver of, or an admission on behalf of any Party regarding any claim or right that such Party may have against the other Party.

16. **Jurisdiction**. The Court shall retain exclusive jurisdiction with respect to any matters, claims, rights or disputes arising from or related to this Stipulation and Order or any other actions to implement, interpret or enforce the terms and provisions of this Stipulation and Order.

17. **Final Order**. This Stipulation and Order is a Final Order within the meaning of 28 U.S.C. § 158(a)(1) and is effective immediately upon entry.

Dated: _____ _____, 2026
Houston, Texas

HONORABLE CHRISTOPHER M. LOPEZ
UNITED STATES BANKRUPTCY JUDGE

Stipulated and agreed to by:

Dated: February 19, 2026
New York, New York

GLOBAL WOUND CARE MEDICAL,
a Professional Corporation.

By:

*/s/ Frank A. Oswald**

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Conflicts Counsel to the Debtor

*signed by permission, *Sean B. Davis*

Dated: February 19, 2026
Houston, Texas

WELLS FARGO BANK, N.A.

By:

/s/ Sean B. Davis

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