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

EMERGENCY MOTION OF 180 HEALTH SERVICES, LLC TO INTERVENE IN CHAPTER 11 CASE PURSUANT TO FEDERAL RULE OF BANKRUPTCY PROCEDURE 2018(a)

THIS MOTION SEEKS AN ORDER THAT MAY ADVERSELY AFFECT YOU. IF YOU OPPOSE THE MOTION, YOU SHOULD IMMEDIATELY CONTACT THE MOVING PARTY TO RESOLVE THE DISPUTE. IF YOU AND THE MOVING PARTY CANNOT AGREE, YOU MUST FILE A RESPONSE AND SEND A COPY TO THE MOVING PARTY. YOU MUST FILE AND SERVE YOUR RESPONSE WITHIN 21 DAYS OF THE DATE THIS WAS SERVED ON YOU. YOUR RESPONSE MUST STATE WHY THE MOTION SHOULD NOT BE GRANTED. IF YOU DO NOT FILE A TIMELY RESPONSE, THE RELIEF MAY BE GRANTED WITHOUT FURTHER NOTICE TO YOU. IF YOU OPPOSE THE MOTION AND HAVE NOT REACHED AN AGREEMENT, YOU MUST ATTEND THE HEARING. UNLESS THE PARTIES AGREE OTHERWISE, THE COURT MAY CONSIDER EVIDENCE AT THE HEARING AND MAY DECIDE THE MOTION AT THE HEARING.

REPRESENTED PARTIES SHOULD ACT THROUGH THEIR ATTORNEY.

EMERGENCY RELIEF HAS BEEN REQUESTED. IF THE COURT CONSIDERS THE MOTION ON AN EMERGENCY BASIS, THEN YOU WILL HAVE LESS THAN 21 DAYS TO ANSWER. IF YOU OBJECT TO THE REQUESTED RELIEF OR IF YOU BELIEVE THAT THE EMERGENCY CONSIDERATION IS NOT WARRANTED, YOU SHOULD FILE AN IMMEDIATE RESPONSE.

EMERGENCY RELIEF REQUESTED: 180 Health Services, LLC respectfully requests a hearing on this Motion prior to **Friday, October 2, 2026** (the deadline to file a response to the *Debtor's Motion for Entry of an Order Pursuant to Federal Rule of Bankruptcy Procedure 9019 (I) Authorizing and Approving the Settlement Agreement With the United States and Relator and (II) Granting Related Relief* [Dkt. No. 450]).

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

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180 Health Services, LLC ("**180 Health Services**"), by and through the undersigned counsel, respectfully submits this emergency motion (the "**Motion**") pursuant to Federal Rule of Bankruptcy Procedure 2018(a) (the "**Bankruptcy Rules**") and section 105(a) of title 11 of the United States Code (the "**Bankruptcy Code**"), for entry of an order, substantially in the form attached hereto as **Exhibit A** (the "**Proposed Order**"), granting 180 Health Services leave to intervene in the above-captioned chapter 11 case (the "**Chapter 11 Case**"). In support of this Motion, 180 Health Services submits the declaration of Adam Wegner (the "**Wegner Declaration**"), attached hereto as **Exhibit B**, and respectfully states as follows:

EMERGENCY BASIS

Global Wound Care Medical Group, a Professional Corporation (the "**Debtor**"), filed *Debtor's Motion for Entry of an Order Pursuant to Federal Rule of Bankruptcy Procedure 9019 (I) Authorizing and Approving the Settlement Agreement With the United States and Relator and (II) Granting Related Relief* [Dkt. No. 450] (the "**9019 Motion**") on September 11, 2026, on twenty-one-day negative notice. The deadline to file a response to the 9019 Motion is October 2, 2026. The 9019 Motion seeks approval of a Settlement Agreement (the "**Settlement Agreement**") between the Debtor and the United States that would see the lion's share (over $500 million) of the Debtor's remaining funds paid or payable solely to the United States while leaving a maximum of $500,000 (just 0.1% of the amount contributed to the United States) for the payment of allowed administrative expense, priority, and general unsecured claims, which are significant. If approved, the Settlement Agreement would substantially and negatively impact the interests of 180 Health Services. However, 180 Health Services is not a direct creditor of the Debtor but rather is a creditor of Wound Pros Management Group, Inc. ("**Wound Pros**"), which itself is a significant direct creditor of the Debtor and manages and controls the Debtor pursuant to a Management Services

Agreement.

Emergency consideration of this Motion is necessary before that deadline so that, if intervention is granted, 180 Health Services can timely file and prosecute an objection to the 9019 Motion and the proposed Settlement Agreement. If the Court does not allow 180 Health Services' intervention before the objection deadline, 180 Health Services would be denied an opportunity to present its objection to the 9019 Motion. 180 Health Services would face a direct and material impact on its interests and irreparable harm, as the primary asset and the only source available to Wound Pros to pay its uncontested debt to 180 Health Services is its claim in this Chapter 11 Case.

Should the Settlement Agreement be approved, the estate's assets would be nearly entirely depleted, leaving no chance of a material recovery for administrative expense, priority, or unsecured claimants. In addition, over $15 million of 180 Health Services' claim relates to the postpetition sale of products that were used by the Debtor and, upon information and belief, were reimbursed by the United States but not paid to 180 Health Services. Emergency consideration of 180 Health Services' right to intervene is therefore required so that 180 Health Services may have the benefit of due process and an opportunity to defend and preserve its rights.

PRELIMINARY STATEMENT

1. On September 11, 2026, the Debtor filed the 9019 Motion seeking approval of a Settlement Agreement with the United States of America, acting through the United States Department of Justice and on behalf of the Office of Inspector General of the Department of Health and Human Services, and the United States Department of Veterans Affairs (collectively, the "**United States**"). The Settlement Agreement would resolve allegations of, *inter alia*, False Claims Act violations, Anti-Kickback Statute violations, Stark Law violations, and improper Medicare billing by the Debtor. Under the Settlement Agreement, the Debtor will pay the United States up

to $525 million, forfeit all suspended Medicare and TRICARE payments totaling more than $316 million, and be excluded from federal healthcare programs for 50 years. Critically, the Settlement Agreement reserves only ***up to*** $500,000 from all estate funds to pay *all* other valid claims—including allowed administrative expense claims, priority claims, and general unsecured claims.

2. 180 Health Services is a provider of human cell and tissue products used in wound care. From June 2023 through October 2025, 180 Health Services sold and provided substantial quantities of products to Wound Pros, the management services organization that managed the Debtor's operations both pre- and post-petition. The products purchased by Wound Pros were used in the Debtor's medical practice to treat patients, and the Debtor received reimbursement payments from federal, state, and private insurance payors for the use of those products. The Debtor in turn sent these reimbursement payments to Wound Pros, where, from at least the time of the Debtor's bankruptcy filing and the Court-approved budget, they were specifically earmarked to pay 180 Health Services' invoices. Wound Pros owes 180 Health Services approximately $26,919,824.69 in principal and accrued interest for products provided but never paid for. Of this amount, $11,377,902.72 ($8,418,174 plus accrued interest of $2,959,728.72) was owed as of October 21, 2024, and the balance of $15,847,558.40 ($11,957,589 plus accrued interest of $3,889,969.40) was incurred post-petition.

3. Wound Pros, in turn, has a scheduled unsecured claim of over $156 million against the Debtor and, upon information and belief, an administrative expense claim of not less than $15 million. 180 Health Services' ability to recover the debt owed to it by Wound Pros is directly correlated to Wound Pros itself recovering these claims from the Debtor.

4. Wound Pros and the Debtor are not independent entities and did not operate at arm's length. Wound Pros managed and effectively controlled the Debtor. Upon information and

belief, William Releford, the owner, chief executive officer, and sole director of Wound Pros, made all key decisions for both companies. Since this Chapter 11 Case commenced, Wound Pros has assured 180 Health Services that it would pay for and protect 180 Health Services' sales to Wound Pros. The Debtor's sole owner and officer was not involved in decisions regarding the Debtor. Wound Pros and the Debtor also operated under a single budget. Upon information and belief, Wound Pros derived very little revenue from any party other than the Debtor.

5. Wound Pros has wound down operations, ceased doing business, and is insolvent. Wound Pros' actions, and inaction in this Chapter 11 Case, have left 180 Health Services unable to rely on Wound Pros to protect the claim that is the principal source of value for Wound Pros and its creditors. 180 Health Services, through its counsel, sent a letter to Wound Pros' counsel on September 14, 2026, demanding that Wound Pros file a substantive objection to the 9019 Motion and protect its claim. The letter set a response deadline of September 17, 2026. As of the date of this filing, no response was received.

6. Since Wound Pros refuses to exercise any of its rights in this bankruptcy case, to the detriment of its own creditors, 180 Health Services seeks to intervene in this Chapter 11 Case pursuant to Bankruptcy Rule 2018(a). Alternatively, if the Court determines general intervention in this bankruptcy case is broader than necessary at this stage, 180 Health Services requests leave to intervene in the contested matter concerning the 9019 Motion, the Settlement Agreement, any objection, discovery, evidentiary hearing, or other proceeding concerning approval, implementation, interpretation, enforcement, or modification of the Settlement Agreement, and any plan, disclosure statement, solicitation procedure, confirmation proceeding, claim-allowance dispute, discovery request, or related proceeding to the extent such matter affects the Settlement Agreement, the $500,000 creditor pool, the United States' asserted superpriority treatment, or

Wound Pros' pre-petition claim and/or post-petition administrative expense claim against the Debtor.

7. As set forth below, all four factors governing intervention under Bankruptcy Rule 2018(a) weigh heavily in favor of granting this Motion and permitting intervention.

JURISDICTION AND VENUE

8. The United States Bankruptcy Court for the Southern District of Texas (the "**Court**") has jurisdiction over this Motion, this Chapter 11 Case, and the parties affected hereby pursuant to 28 U.S.C. § 1334. This matter is a core proceeding under 28 U.S.C. § 157(b).

9. Venue for this Chapter 11 Case is proper in the Southern District of Texas pursuant to 28 U.S.C. §§ 1408 and 1409.

10. The predicates for the relief requested herein are sections 105(a) and 1109 of the Bankruptcy Code and rule 2018(a) of the Bankruptcy Rules.

BACKGROUND

A. The Parties

11. The Debtor is a professional corporation that operated a medical practice providing wound care services primarily to elderly patients receiving Medicare. 9019 Motion ¶ 6. The Debtor was licensed in more than 20 states with over 200 wound care providers treating over 2,000 wounds daily. *Id.* The Debtor suspended operations in December 2025. *Id.* ¶ 16.

12. Wound Pros and the Debtor are substantially related entities with deeply intertwined operations. Wound Pros is the management services organization that managed the Debtor both pre- and post-petition pursuant to a Management Services Agreement. *Id.* ¶ 7. Wound Pros handled the Debtor's non-clinical, administrative, and business operations, including billing and collections, legal and regulatory compliance, and administrative and infrastructure support. *Id.* Wound Pros has a scheduled unsecured claim against the Debtor in the approximate amount of

$156,816,443.86. *See Schedule of Assets and Liabilities for Global Wound Care Medical Group, A Professional Corporation (Case No. 24-34908 CML)* [Dkt. No. 75] ("**Schedules**") at p. 27. Upon information and belief, Wound Pros also has a sizable administrative expense claim of not less than $15 million—for products supplied by 180 Health Services to Wound Pros and in turn sold to and used by the Debtor post-petition—that it has not asserted in the Chapter 11 Case. Wegner Decl. ¶ 12.

13. Upon information and belief, Releford—the sole owner, director, and chief executive officer of Wound Pros—made all key decisions for both companies and was actively involved and knowledgeable of all operational activities. *Id.* ¶ 15. The Debtor's sole owner and officer was not involved in the Debtor's decisions. *Id.* The two companies operated under a single budget. *Id.* The Debtor used products supplied through Wound Pros to treat patients and generate Medicare, Medicaid, and other reimbursement claims, and the resulting reimbursement funds were routed through the Debtor to Wound Pros. *Id.* Upon information and belief, in the months leading up to the Petition Date and after the Petition Date, Wound Pros derived very little revenue from any party other than the Debtor. *Id.*

14. 180 Health Services is a provider of human cell and tissue products used in wound care. Wegner Decl. ¶ 5. 180 Health Services' products provided to the Debtor, via Wound Pros, generated substantial value for the Debtor's estate, as these were the very products used by the Debtor to provide potentially life-saving treatment to patients and generate the reimbursement proceeds, including from Medicare, TRICARE, and other payors, that makes up the value of the Debtor's estate. *Id.*

B. <u>The Contractual Relationship and Outstanding Debt</u>

15. On or about July 1, 2024, 180 Health Services and Wound Pros entered into a

Fulfillment Agreement, which amended and restated prior agreements (the "**Fulfillment Agreement**"). A true and correct copy of the Fulfillment Agreement is attached to the Wegner Declaration as **Exhibit 1**. Under the Fulfillment Agreement, 180 Health Services agreed to sell human cell and tissue wound care products to Wound Pros, and Wound Pros agreed to pay the balance due for each invoice within seventy-five (75) days of the invoice date. Fulfillment Agreement § 4. Any unpaid balances bear interest at the rate of 1.5% per month. *Id.*

16. From June 2023 through October 2025, 180 Health Services sold and provided substantial quantities of its products to Wound Pros. Wegner Decl. ¶ 7. For almost every month during this period, Wound Pros was 180 Health Services' largest customer. *Id.* The products purchased by Wound Pros were used in the medical practice of the Debtor, which was managed by Wound Pros, to treat the Debtor's patients, and the Debtor received reimbursement payments from federal, state, and private insurance payors for the use of those products. *Id.*

17. Despite accepting the products and providing them for use by the Debtor, Wound Pros fell behind on its payments. By October 2025, Wound Pros' past-due invoices totaled $20,375,763.00 in principal. *Id.* ¶ 8.

18. On March 6, 2026, Wound Pros' head of finance, Stephen H. Weyler, signed an AR Confirmation Letter confirming the outstanding principal balance of $20,375,763 as of December 31, 2025. A true and correct copy of the AR Confirmation Letter is attached to the Wegner Declaration as **Exhibit 2**.

19. As of June 19, 2026, Wound Pros owes 180 Health Services a total of no less than $26,919,824.69. Wegner Decl. ¶ 10. Of this amount, $11,377,902.72 ($8,418,174 plus accrued interest of $2,959,728.72) was owed as of October 21, 2024, and the balance of $15,847,558.40 ($11,957,589 plus accrued interest of $3,889,969.40) was incurred post-petition. *Id.* Interest

continues to accrue at a rate of approximately $300,000 each month. *Id.*

20. On June 4, 2026, 180 Health Services filed a complaint against Wound Pros in the Superior Court of California, Orange County, asserting claims for: (1) Breach of Contract; (2) Account Stated; (3) Unjust Enrichment; and (4) Violation of Cal. Bus. & Prof. Code § 17200. *See 180 Health Services, LLC v. Wound Pros Management Group, Inc. et al*., Case No. 30-2026-01576233-CU-BC-CJC. Because Wound Pros failed to respond to the complaint, on July 29, 2026, the clerk entered default, which cut off Wound Pros' ability to respond to the complaint or participate in the litigation absent relief. Wegner Decl. ¶ 11. The default judgment in the amount of $26,003,990.86 is currently pending and has not yet been entered by the court. *Id.*

21. On September 14, 2026, 180 Health Services sent a detailed letter (the "**Demand Letter**") to Joshua M. Mester, counsel for Wound Pros, demanding that Wound Pros file and prosecute a substantive objection to the 9019 Motion or provide a concrete plan to preserve its response rights through October 2, 2026. The Demand Letter identified specific grounds for objection, including that the $500,000 cap provides no meaningful benefit to non-government creditors, that the Settlement Agreement improperly elevates the United States' claim, and that the Anti-Objection Provision is coercive and deprives Wound Pros of due process. The Demand Letter warned that, if Wound Pros failed to act, 180 Health Services would seek expedited participation under Bankruptcy Rule 2018. No substantive response was received from Wound Pros or its counsel. A true and correct copy of the Demand Letter is attached to the Wegner Declaration as **Exhibit 3**.

22. Upon information and belief, Wound Pros has wound down operations, ceased doing business, and is insolvent. Wound Pros' actions, and inaction in pursuing its claims in this Chapter 11 Case, have left 180 Health Services unable to rely on Wound Pros to protect the claim

that is the principal source of value for Wound Pros and its creditors. Wegner Decl. ¶ 12.

23. It has been made abundantly clear to 180 Health Services that Wound Pros does not intend to advocate for its interests or those of its creditors, and so 180 Health Services is exploring all available options to protect its own interests. These options include seeking the appointment of a receiver or other independent fiduciary to take control of Wound Pros and pursue its claims against the Debtor or filing an involuntary chapter 7 petition against Wound Pros so that a chapter 7 trustee may be appointed to pursue Wound Pros' claims and maximize recovery for its creditors. However, these options take time that, with the 9019 Motion's objection deadline rapidly approaching, 180 Health Services does not have.

24. 180 Health Services attempted in good faith to have Wound Pros protect its own rights and interests and, in turn, the rights and interests of 180 Health Services and its other creditors. Having been met with silence, 180 Health Services now seeks this intervention.

C. The Debtor's Bankruptcy and Relationship with Wound Pros and 180 Health Services

25. On October 21, 2024 (the "**Petition Date**"), the Debtor filed its voluntary petition for relief under chapter 11 of the Bankruptcy Code.

26. The Debtor used 180 Health Services' products, purchased by the Debtor via Wound Pros, in the treatment of its patients, and the Debtor received and continues to receive payments for the use of those products. *See Declaration of Ralph Cetrulo in Support of Chapter 11 Petition and First Day Motions* [Dkt. No. 8] ("**Cetrulo Declaration**") ¶¶ 16–18; Payment Suspension Stipulation [Dkt. No. 87] ¶ 5(f) (stating that the Debtor "specifically represents and warrants that none of the interests described in this paragraph . . . exists with regard to its suppliers of biologic materials, including 180 Health Services, Biowounds, and Accesso"). Accordingly, 180 Health Services' products, though received by the Debtor indirectly from 180 Health Services,

have provided significant value to the Debtor's estate.

D. The 9019 Motion and the Settlement Agreement

27. On September 11, 2026, the Debtor filed the 9019 Motion seeking approval of the Settlement Agreement with the United States, as defined therein, and a Relator. The Debtor admits and acknowledges that the "Covered Conduct" at issue—including False Claims Act violations, Anti-Kickback Statute violations, Stark Law violations, improper "incident to" billing, biologic incentive fee payments to independent contractor clinicians, and fraudulent Medicare enrollment—occurred. Settlement Agreement at p. 7.

28. The key terms of the Settlement Agreement include, among others:

a) The Debtor will pay the United States up to $525 million (the "**Settlement Amount**");
b) The Debtor forfeits all suspended Medicare and TRICARE payments, totaling more than $316 million;
c) The United States receives an allowed, nondischargeable, super-priority claim for any unpaid balance of the Settlement Amount;
d) CMS will rescind extrapolated overpayments totaling $1,130,283,438.89;
e) The Debtor will be excluded from federal healthcare programs for 50 years; and
f) The Debtor retains only up to $500,000 from funds otherwise payable to the United States to pay all other valid claims—including administrative expense claims, allowed priority prepetition claims, and allowed general unsecured claims.

Settlement Agreement ¶¶ 1, 13, 20.

29. Critically, "no payment may be made to Wound Pros or any owner, affiliate, employee or operator thereof if they object to this Settlement or fail to vote in favor of confirmation of the Plan." Settlement Agreement ¶ 20.1 (the "**Anti-Objection Provision**").

30. The 9019 Motion contains scant evidentiary support, and what minimal support it includes is conclusory and self-serving. The 9019 Motion provides no liquidation analysis, no recovery waterfall, no support for the $500,000 sum to be set aside for all creditors other than the

United States or any indication as to how this figure was reached, no discussion or analysis of the amount of administrative expense claims there are or may be against the estate, and no detailed factual or legal support for granting the United States's claim superpriority status over all other claims. Furthermore, the United States has not even filed a proof of claim in the Chapter 11 Case, thus leaving creditors with no means to analyze the validity or amount of the United States's claim other than the conclusory and self-serving statements contained in the 9019 Motion.

31. Per the proposed Settlement Agreement, the Debtor must file a Solicitation Package (disclosure statement and plan) no later than October 15, 2026. Settlement Agreement ¶ 18(b). As proposed, the Settlement Agreement essentially dictates the terms of the Debtor's plan and the treatment of all claims thereunder before creditors can be provided with a meaningful opportunity to assess the plan. However, the 9019 Motion provides no explanation as to how such a plan would even be feasible given that only $500,000 would remain to pay all remaining creditors, including those with administrative expense claims that must be paid in full upon the effective date of the plan. Given that, upon information and belief, Wound Pros has an administrative expense claim of not less than $15 million, payment in full of administrative expenses on the effective date is an impossibility. The Settlement Agreement thus serves to force the Debtor down a path to a patently unconfirmable plan.

RELIEF REQUESTED

32. 180 Health Services seeks entry of an order, substantially in the form attached hereto as **Exhibit A**, granting 180 Health Services leave to intervene in the Chapter 11 Case. In the alternative, should the Court determine that a general intervention is broader than necessary at this stage, 180 Health Services requests leave to intervene in the contested matter relating to the Debtor's Rule 9019 Motion, the Settlement Agreement, any objection, discovery, evidentiary

hearing, or other proceeding concerning approval, implementation, interpretation, enforcement, or modification of the Settlement Agreement, and any plan, disclosure statement, solicitation procedure, confirmation proceeding, claim-allowance dispute, discovery request, or related proceeding to the extent such matter affects the Settlement Agreement, the $500,000 creditor pool (or other sum proposed to be used for the purpose of paying administrative, priority, and/or unsecured creditors), the United States' asserted superpriority treatment, or Wound Pros' claim against the Debtor.

BASIS FOR RELIEF

A. 180 Health Services Should Be Permitted to Intervene in Proceedings Related to the 9019 Motion

33. Under Rule 2018(a) of the Bankruptcy Rules, "[a]fter hearing on such notice as the court orders and for cause, the court may permit an interested entity to intervene generally or in any specified matter." FED. R. BANKR. P. 2018(a).

34. Intervention in a case under chapter 11 of the Bankruptcy Code is governed by Rule 2018. *Rollert Co., Inc. v. In re Charter Co.*, 50 B.R. 57, 61 (Bankr. W.D. Tex. 1985) ("[I]ntervention in an adversary proceeding is governed by Bankruptcy Rule 7024 and intervention in a case under the Code is governed by Bankruptcy Rule 2018.").

35. The factors that this Court should consider in determining whether to permit 180 Health Services' intervention are: (i) whether 180 Health Services has an economic or similar interest in the issue; (ii) whether intervention is necessary to protect the interest; (iii) whether 180 Health Services' interests are adequately represented; and (iv) whether intervention would unduly delay the proceedings. *See In re Adilace Holdings, Inc.*, 548 B.R. 458, 462-63 (Bankr. W.D. Tex. 2016) (collecting cases); *Neutra, Ltd. v. Terry (In re Acis Cap. Mgmt., L.P.)*, 604 B.R. 484, 513 (N.D. Tex. 2019) (quoting *Pasternak & Fidis, P.C. v. Wilson*, 2014 WL 4826109, at *6 (D. Md.

Sept. 23, 2014)).

36. The Court's decision on whether to grant a motion to intervene "is wholly discretionary under Rule 2018 and under FRCP 24(b), even where each required element is met." *In re Adilace Holdings, Inc*., 548 B.R. at 463 (citing *Staley v. Harris Cnty. Tex.*, 160 F. App'x. 410, 414 (5th Cir. 2005); *In re Durango Ga. Paper Co*., 336 B.R. 594, 596 (Bankr. S.D. Ga. 2005)). Here, all four factors weigh heavily in favor of granting this Motion.

1. 180 Health Services Has a Substantial Economic Interest in the Outcome of the 9019 Motion.

37. First, 180 Health Services has a direct and substantial economic interest in the 9019 Motion.

38. Although 180 Health Services does not have a direct creditor-debtor relationship with the Debtor, 180 Health Services holds claims against Wound Pros—the Debtor's management-services organization—exceeding $26 million for products that were provided to and used by the Debtor in treating patients and generating Medicare reimbursements. There is no question that 180 Health Services' products were used by the Debtor. Payment Suspension Stipulation ¶ 5(f) (stating that the Debtor "specifically represents and warrants that none of the interests described in this paragraph . . . exists with regard to its suppliers of biologic materials, including 180 Health Services . . .").

39. Wound Pros is insolvent and has wound down its operations, and, based on representations made by Wound Pros, its primary potential source of funds to repay its own creditors is its claim against the Debtor. *See* Wegner Decl. ¶ 12. Wound Pros has a non-contingent, liquidated, and undisputed scheduled unsecured claim against the Debtor in the amount of $156,816,443.86. Schedules at p. 27. Further, upon information and belief, Wound Pros may also have an administrative expense claim of not less than $15 million (for products supplied by 180

Health Services to Wound Pros and subsequently sold to and used by the Debtor), which it has not yet asserted in the Chapter 11 Case. Thus, if 180 Health Services is to have any hope of recovering the debt owed to it by Wound Pros, it must be through Wound Pros' own recovery of the debt owed to it by the Debtor.

40. However, the Settlement Agreement proposes to forfeit substantially all of the Debtor's assets to the United States, leaving only ***up to*** $500,000 to satisfy all other creditors. This is not nearly sufficient to satisfy Wound Pros' unsecured claim against the Debtor, let alone its potential $15 million administrative expense claim. Even assuming Wound Pros recovers most of the $500,000 creditor fund, any amount of that recovery that might make its way to 180 Health Services would simply be a drop in the bucket in relation to the approximately $26,919,824.69 owed to 180 Health Services by Wound Pros.

41. 180 Health Services thus has a substantial economic interest in the outcome of the 9019 Motion, and this first factor weighs in favor of permitting intervention.

2. 180 Health Services' Interests Are Not Adequately Represented in the Settlement Agreement.

42. Second, 180 Health Services' interests are not adequately represented by any existing party.

43. 180 Health Services' interests are entirely dependent on Wound Pros, but it cannot rely on Wound Pros to advocate for its own interests or for the interests of its creditors. On September 14, 2026, shortly after the Debtor filed the 9019 Motion, 180 Health Services sent a Demand Letter to Wound Pros demanding that Wound Pros file a substantive objection to the 9019 Motion by the October 2 deadline and that Wound Pros confirm that it will do so by September 17, 2026. Wound Pros provided no such confirmation (nor a response of any kind), and it is readily apparent to 180 Health Services that Wound Pros has no inclination to take any further action in

this Chapter 11 Case.

44. Even if Wound Pros were inclined to object to the 9019 Motion, it cannot do so without forfeiting its right to any recovery. The Settlement Agreement includes a death trap for Wound Pros in the form of the Anti-Objection Provision, which prohibits Wound Pros from receiving any payment whatsoever if it objects to the Settlement Agreement or fails to vote in favor of confirmation of the plan. *See* Settlement Agreement ¶ 20.i. Wound Pros thus cannot be expected to advocate for 180 Health Services' interests and, in fact, cannot do so without jeopardizing 180 Health Services' own means of recovery.

45. Further, Wound Pros and the Debtor are substantially related entities. *See* Cetrulo Declaration ¶ 1 ("I am the [CFO] of Global Wound Care Medical Group, a Professional Corporation, the debtor and debtor in possession in the above-captioned case (the 'Debtor'). Additionally, in my role at the Debtor's management company, Wound Pros . . . I provided consultant services to the Debtor beginning in March 2023."). Undoubtedly, this blatant conflict of interest is the reason behind the Anti-Objection Provision in the Settlement Agreement, but it also provides additional evidence that 180 Health Services cannot rely on Wound Pros to act in good faith to protect its creditors' interests.

46. Notwithstanding the Anti-Objection Provision and this conflict of interest, Wound Pros has not actively protected its own interests throughout this Chapter 11 Case. Wound Pros has not sought to recover any of its $156,816,443.86 pre-petition claim nor any post-petition administrative claim in the nearly two years since this case has been pending. Wound Pros' inactivity in the Debtor's bankruptcy case demonstrates Wound Pros has no interest in seeking to recover from the Debtor and seemingly has no intention to pay its own creditors.

47. Wound Pros' inaction and the conflicts of interest described above underscores the

need for intervention, as no party is positioned to advocate for the interests of entities like 180 Health Services that supplied products ultimately used by the Debtor.

3. Intervention Will Not Cause Undue Delay

48. Third, 180 Health Services' intervention will not delay the proceedings. The 9019 Motion was filed only recently, on September 11, 2026, and this bankruptcy case has been pending for nearly two years. Furthermore, 180 Health Services seeks to intervene on an emergency basis so that it may file a timely objection to the 9019 Motion within the twenty-one-day negative-notice period that is required by local rule. 180 Health Services is not seeking to expand the scope of the proceedings, but simply to be heard in connection with a matter that directly and materially affects its rights. Any delay caused by providing 180 Health Services with an opportunity to be heard on the 9019 Motion and Settlement Agreement would be minimal, especially considering this bankruptcy case has been pending for nearly two years with virtually no significant activity, and would comport with typical timelines for motions of this nature.

49. Allowing 180 Health Services to participate in the proceedings on the 9019 Motion will promote efficiency and ensure that all affected parties have an opportunity to be heard.

4. Denial of Intervention Would Adversely Affect 180 Health Services' Interests

50. Fourth, the final factor weighs in favor of allowing intervention, as denial of this Motion would impair 180 Health Services' significant interest in the disposition of the Debtor's assets.

51. Without intervention, 180 Health Services will have no voice in a settlement that effectively disposes of nearly all estate assets and would eliminate any hope of 180 Health Services' recovery from a creditor that is closely related to the Debtor and controlled all aspects of the Debtor's operations. The $500,000 creditor pool is wholly inadequate to satisfy the claims

of creditors in this case, including Wound Pros' claims, and consequently amounts owed to 180 Health Services.

52. Further, "the court should approve the settlement only when the settlement is fair and equitable and in the best interest of the estate." *Conn. Gen. Life Ins. Co. v. United Co. Fin. Corp. (In re Foster Mortgage Corp.)*, 68 F.3d 914, 917 (5th Cir. 1995) (citing *Jackson Brewing Co.*, 624 F.2d at 602; *U.S. v. AWECO (In re AWECO)*, 725 F.2d 293, 298 (5th Cir.), *cert. denied*, 469 U.S. 880, 105 S.Ct. 244, 83 L.Ed.2d 182 (1984)). Given Wound Pros' inaction and inability to object under the Settlement Agreement, which raises due-process concerns in and of itself, due process would be served by hearing 180 Health Services' views and concerns related to the fairness and equitability of the Settlement Agreement and whether it is in the best interest of the estate.

53. The United States has not filed a proof of claim in this case and has until October 15, 2026, to do so. *See* Stipulation and Order Extending the Proof of Claim Deadline for the United States [Dkt. No. 452]. Additionally, under the terms of the Settlement Agreement, a proposed plan is not due until October 15, 2026—after the October 2, 2026 deadline to object to the 9019 Motion. As a result, creditors and the Court cannot fully evaluate the nature and extent of the government's claims against the Debtor or assess the reasonableness of the proposed Settlement Agreement. This sequencing asks creditors to evaluate and potentially acquiesce to a settlement that will dictate the terms of any future plan before they have an opportunity to review or object to the plan itself.

54. Without transparency into the government's claims and the contours of the forthcoming plan, creditors cannot meaningfully assess whether the Settlement Agreement is fair and equitable or in the best interest of the estate.

55. Approving the Settlement Agreement risks causing greater delay and disruption to these proceedings than permitting 180 Health Services to intervene now. Specifically, the

Settlement Agreement reserves only up to $500,000 to pay all administrative expense claims, allowed priority prepetition claims, and allowed general unsecured claims. Given the magnitude of the claims in this case—including Wound Pros' claim of approximately $156.8 million and a potential $15 million administrative expense claim—this set-aside raises serious questions about the feasibility of any proposed plan of reorganization.

56. As proposed, the Settlement Agreement essentially functions as an impermissible *sub rosa* plan. Courts in the Fifth Circuit consider the following factors for deciding whether an agreement amounts to a *sub rosa* plan: (i) whether the agreement has the practical effect of dictating some of the terms of any future reorganization plan, (ii) whether the agreement requires creditors to vote in favor of any future reorganization plan or otherwise infringes upon creditors' voting rights, and (iii) whether the agreement disposes of virtually all assets of the estate and leaves little prospect or occasion for future reorganization. *See Official Comm. of Unsecured Creditors v. Cajun Elec. Power Coop. (In re Cajun Elec. Power Coop.)*, 119 F. 3d 349, 355 (5th Cir. 1997) (citing *Pension Benefit Guar. Corp. v. Braniff Airways, Inc. (In re Braniff Airways, Inc.)*, 700 F.2d 935, 940 (5th Cir. 1983)) (discussing the factors for determining whether an agreement is a *sub rosa* plan). Here, each of the three factors is met.

57. First, the Settlement Agreement as proposed dictates the terms of the Debtor's plan and the treatment of all claims thereunder before creditors can be provided with a meaningful opportunity to assess the plan. The United States will be given the lion's share of the Debtor's remaining assets in partial payment of its claim (for which it has not yet submitted a proof of claim nor provided any evidence) and will be granted a non-dischargeable super-priority claim for the balance. All that will remain is a maximum of $500,000 to be distributed amongst the Debtor's remaining creditors—including administrative, priority, and general unsecured claimants.

58. Second, the Settlement Agreement explicitly prohibits Wound Pros from failing to vote in favor of confirmation of the plan or it forfeits any payment on its claims.

59. Third, as noted above, the Settlement Agreement would dispose of all assets of the Debtor save for a maximum of $500,000 to be distributed amongst all creditors other than the United States. Given that, upon information and belief, Wound Pros has an administrative expense claim of not less than $15 million, payment in full of administrative expenses on the effective date is an impossibility. The Settlement Agreement thus serves to force the Debtor down a path to a patently unconfirmable plan and leaves no prospect of future reorganization.

60. If the Settlement Agreement is approved and a later-proposed plan proves infeasible because administrative expense claims cannot be paid in full, the result would be further litigation, potential plan objections, significant additional delay, and likely dismissal of this case. Those consequences could be avoided by allowing 180 Health Services to raise its concerns now.

NOTICE

49. 180 Health Services will provide notice of this Motion to: (a) the Debtor and its counsel; (b) the Office of the United States Trustee; (c) counsel to the United States; (d) any Official Committee of Unsecured Creditors appointed in this case and its counsel; and (e) any party that has requested notice pursuant to Bankruptcy Rule 2002 and Bankruptcy Local Rule 9013-1. Should the Court schedule an emergency hearing on this Motion, 180 Health Services will promptly provide actual notice of the hearing to the parties listed above. In light of the nature of the relief requested, no other or further notice need be provided.

WHEREFORE, 180 Health Services respectfully requests that the Court enter the Order granting the relief requested in this Motion and such other and further relief as the Court deems appropriate under the circumstances.

Dated: September 25, 2026

Respectfully submitted,

HOLLAND & KNIGHT LLP

/s/ Nicholas R. Miller
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-- and --

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Attorneys for 180 Health Services, LLC

CERTIFICATE OF ACCURACY

Pursuant to Bankruptcy Local Rule 9013-1(i), the undersigned certifies that the factual statements contained in this Emergency Motion regarding the existence of the emergency and the need for expedited consideration are true and correct to the best of the undersigned's knowledge, information, and belief after reasonable inquiry.

Dated: September 25, 2026

/s/ Nicholas R. Miller
Nicholas R. Miller

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was filed with the Clerk of Court via the CM/ECF system which will provide automatic electronic notification of such filing upon all counsel and parties of record registered to receive notice thereby.

Dated: September 25, 2026

/s/ Nicholas R. Miller
Nicholas R. Miller

EXHIBIT A

(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,[2] Debtor and Debtor in Possession.	Chapter 11 Case No. 24-34908

ORDER GRANTING 180 HEALTH SERVICES, LLC'S EMERGENCY RULE 2018 MOTION TO INTERVENE IN DEBTOR'S 9019 MOTION

Upon the motion, dated September _____, 2026 (the "**Motion**"), of 180 Health Services, LLC ("**180 Health Services**"), for entry of an order pursuant to Federal Rule of Bankruptcy Procedure 2018(a) (the "**Bankruptcy Rules**") and section 105(a) of title 11 of the United States Code (the "**Bankruptcy Code**") granting 180 Health Services leave to intervene in the above-captioned chapter 11 case (the "**Chapter 11 Case**"), as more fully set forth in the Motion; and this Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. § 1334; and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157; and it appearing that venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having considered the Motion and any responses or objections thereto; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is hereby

ORDERED, ADJUDGED, AND DECREED that:

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

1. The Motion is GRANTED.

2. 180 Health Services, LLC is authorized to intervene in the Chapter 11 Case.

3. 180 Health Services, LLC has standing to appear, participate, file written responses or objections, and be heard in the Chapter 11 Case.

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

Dated: _____

HONORABLE CHRISTOPHER M. LOPEZ
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT B

(WEGNER 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

DECLARATION OF ADAM WEGNER IN SUPPORT OF EMERGENCY MOTION OF 180 HEALTH SERVICES, LLC TO INTERVENE IN CHAPTER 11 CASE PURSUANT TO FEDERAL RULE OF BANKRUPTCY PROCEDURE 2018(a)

I, Adam Wegner, hereby declare as follows:

1. I am the Chief Legal Officer of 180 Health Services, LLC ("**180 Health Services**"). I make this declaration in support of the *Emergency Motion of 180 Health Services, LLC to Intervene in Chapter 11 Case Pursuant to Federal Rule of Bankruptcy Procedure 2018(a)* (the "**Motion**")[2] and for all other purposes permitted by law.

2. Except as otherwise indicated herein, this declaration is based on my personal knowledge, my review of relevant documents, information provided to me by employees of 180 Health Services, and my review of 180 Health Services' books and records.

3. I am over eighteen years of age, I have personal knowledge of the facts set forth in this declaration, and, if called upon to testify, I would testify competently to those facts.

4. In my capacity as Chief Legal Officer, I am familiar with 180 Health Services' business operations, contractual relationships, and financial records, including its dealings with Wound Pros Management Group, Inc. ("**Wound Pros**").

[1] The last four digits of the Debtor's tax identification number in the jurisdiction in which it operates are 3572.
[2] Capitalized terms used but not defined herein shall have the meanings given them in the Motion.

5. 180 Health Services is a provider of human cell and tissue products used in wound care. 180 Health Services' products provided to the Debtor, via Wound Pros, generated substantial value for the Debtor's estate, as these were the very products used by the Debtor to provide potentially life-saving treatment to patients and generate the reimbursement proceeds, including from Medicare, TRICARE, and other payors, that make up the value of the Debtor's estate.

6. On or about July 1, 2024, 180 Health Services and Wound Pros entered into a Fulfillment Agreement, which amended and restated prior agreements between the parties (the "**Fulfillment Agreement**"). Under the Fulfillment Agreement, 180 Health Services agreed to sell human cell and tissue wound care products to Wound Pros, and Wound Pros agreed to pay the balance due for each invoice within seventy-five (75) days of the invoice date. Any unpaid balances bear interest at the rate of 1.5% per month. Attached hereto as **Exhibit 1** is a true and correct copy of the Fulfillment Agreement.

7. From June 2023 through October 2025, 180 Health Services sold and provided substantial quantities of its human cell and tissue wound care products to Wound Pros. For almost every month during this period, Wound Pros was 180 Health Services' largest customer. The products purchased by Wound Pros were used in the medical practice of Global Wound Care Medical Group (the "**Debtor**"), which was managed by Wound Pros, to treat the Debtor's patients, and the Debtor received reimbursement payments from federal, state, and private insurance payors for the use of those products.

8. Despite accepting and using the products provided by 180 Health Services, Wound Pros fell behind on its payment obligations under the Fulfillment Agreement. By October 2025, Wound Pros' past-due invoices totaled $20,375,763.00 in principal.

9. On March 6, 2026, Wound Pros' head of finance, Stephen H. Weyler, signed an

AR Confirmation Letter confirming the outstanding principal balance of $20,375,763.00 as of December 31, 2025 (the "**AR Confirmation Letter**"). Attached hereto as **Exhibit 2** is a true and correct copy of the AR Confirmation Letter.

10. As of June 19, 2026, Wound Pros owes 180 Health Services a total of no less than $26,919,824.69. Of this amount, $11,377,902.72 ($8,418,174 plus accrued interest of $2,959,728.72) was owed as of October 21, 2024, and the balance of $15,847,558.40 ($11,957,589 plus accrued interest of $3,889,969.40) was incurred post-petition. Interest continues to accrue at a rate of approximately $300,000 each month.

11. On June 4, 2026, 180 Health Services filed a complaint against Wound Pros in the Superior Court of California, Orange County, asserting claims for: (1) Breach of Contract; (2) Account Stated; (3) Unjust Enrichment; and (4) Violation of Cal. Bus. & Prof. Code § 17200. *See 180 Health Services, LLC v. Wound Pros Management Group, Inc. et al*., Case No. 30-2026-01576233-CU-BC-CJC. Because Wound Pros failed to respond to the complaint, on July 29, 2026, the clerk entered default, which cut off Wound Pros' ability to respond to the complaint or participate in the litigation absent relief. The default judgment in the amount of $26,003,990.86 is currently pending and has not yet been entered by the court.

12. According to the Debtor's schedules, Wound Pros has an unsecured claim against the Debtor in the amount of $156,816,443.86. Additionally, it is my understanding that Wound Pros also has a sizable administrative expense claim of not less than $15 million—for products supplied by 180 Health Services to Wound Pros and in turn sold to and used by the Debtor post-petition—that it has not asserted in the Chapter 11 Case. It is also my understanding that Wound Pros has wound down operations, ceased doing business, and is insolvent, and that its primary source of funds to repay its own creditors is its claims against the Debtor. Thus, if 180 Health

Services is to have any hope of recovering the debt owed to it by Wound Pros, it must be through Wound Pros' own recovery of the debt owed to it by the Debtor.

13. On September 14, 2026, 180 Health Services sent a detailed letter (the "**Demand Letter**") to Joshua M. Mester, counsel for Wound Pros, demanding that Wound Pros file and prosecute a substantive objection to the 9019 Motion or provide a concrete plan to preserve its response rights through October 2, 2026. The Demand Letter identified specific grounds for objection, including that the $500,000 cap provides no meaningful benefit to non-government creditors, that the Settlement Agreement improperly elevates the United States' claim, and that the Anti-Objection Provision is coercive and deprives Wound Pros of due process. The Demand Letter warned that, if Wound Pros failed to act, 180 Health Services would seek expedited participation in this bankruptcy case. No response was received from Wound Pros or its counsel. A true and correct copy of the Demand Letter is attached hereto as **Exhibit 3**.

14. It has been made abundantly clear to 180 Health Services that Wound Pros does not intend to advocate for its interests or those of its creditors, presumably due to the inherent and insurmountable conflicts of interest among Wound Pros, the Debtor, and the owner of Wound Pros, and so 180 Health Services is exploring all available options to protect its own interests. These options include seeking the appointment of a receiver or other independent fiduciary to take control of Wound Pros and pursue its claims against the Debtor or filing an involuntary chapter 7 petition against Wound Pros so that a chapter 7 trustee may be appointed to pursue Wound Pros' claims and maximize recovery for its creditors. However, these options take time that, with the 9019 Motion's objection deadline rapidly approaching, 180 Health Services does not have.

15. Through my conversations with 180 Health Services' employees and Wound Pros' representatives over the years, and in recent months, it is my understanding that Wound Pros and

Global are substantially related entities with deeply intertwined operations. Upon information and belief, William Releford—the sole owner, director, and chief executive officer of Wound Pros—made all key decisions for both Wound Pros and the Debtor and was actively involved in and knowledgeable of all of the Debtor's operational activities. The Debtor's sole owner and officer was not involved in the Debtor's decisions. The two companies operated under a single budget. The Debtor used products supplied through Wound Pros to treat patients and generate Medicare, Medicaid, and other reimbursement claims, and the resulting reimbursement funds were routed through the Debtor to Wound Pros. Once Wound Pros received the funds, they were specifically earmarked to pay 180 health Services' invoices. Upon information and belief, in the months leading up to the Petition Date and after the Petition Date, Wound Pros derived very little revenue from any party other than the Debtor.

16. I, through my role as Chief Legal Officer of 180 Health Services, and through counsel, have made numerous attempts, including sending demand and settlement letters, to resolve the claims 180 Health Services holds against Wound Pros. 180 Health Services has received nearly no responses and no attempts from Wound Pros to reach a resolution. 180 Health Services attempted in good faith to have Wound Pros protect its own rights and interests and, in turn, the rights and interests of 180 Health Services and Wound Pros' other creditors. Having been met with silence, 180 Health Services now seeks this intervention.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct to the best of my knowledge.

Dated: 9/25/2026 | 9:30 AM PDT

Signed by:
Adam Wegner
F2A85D482C1A4F1...

Adam Wegner

Docusign Envelope ID: DFA9455A-3BD5-8D90-82EC-9A8C83749649

Exhibit 1

Fulfillment Agreement

Fulfillment Agreement

This Fulfillment Agreement (the "Agreement") contains the terms and conditions by which 180 Health Services, LLC ("180") agrees to provide Products to You (defined below). You and 180 are also referred to as "the Parties." Please complete the information and sign below. **All fields must be completed.**

Your Legal Business Name ("You"): Wound Pros Management Group Inc

Other business names You use, if any: _____
(if none, insert "none")

Your Business Address: 5901 West Century Blvd, Suite 750 Los Angeles CA 90045

Your Clinic (products ship to) Address: _____
(if multiple, include all) _____
_____

Contact Name (authorized purchaser): Ralph Cetrulo
Contact Phone: 302-367-6721
Contact Email: rcetrulo@thewoundpros.com
Contact Fax: _____

Tax ID: [redacted]9673
How do You bill? Group NPI#: _____ Individual NPI#: _____

Claims Processor Name: _____
Claims Processor Phone: _____
Claims Processor Email: _____

Accounts Payable Contact Information:
AP Contact Name: Jhana-Lee Blake
AP Contact Phone: 323-402-5950
AP Contact Email: jblake@thewoundpros.com

By signing below, You acknowledge you are authorized to sign and agree to the terms and conditions in the following Schedules, which are incorporated and made a part of this Agreement.

Schedules:

1. General Terms and Conditions
2. Products and Pricing
3. Consignment Order Form

Signature (authorized): Ralph Cetrulo

Print Name and Title: Ralph Cetrulo CFO

Agreed to and accepted by 180 Health Services, LLC (180 use only):

Signature: Eric Friedlander
Eric Friedlander, CEO

Effective Date: July 1, 2024

Direct or Consignment? Direct

Schedule 1

General Terms and Conditions

The following general terms and conditions apply to purchases of human cell and tissue Products (as defined in Section 1.1 and listed in Schedule 2) by You that are facilitated by 180. You wish to purchase, and 180 has agreed to facilitate the sale to You, of human cell and tissue products, subject to the following terms. Now, therefore, the parties agree as follows:

1. **Product Prices.**

1.1 Products and Prices. Products means the human cell and tissue products offered by 180 as described in Schedule 2, as such Schedule may be modified from time to time. Prices, including any applicable discounts, for the Products are stated in Schedule 2.

1.2 Discounts. If You receive a discount, You agree to fully and accurately report all discounts and all amounts paid and earned in connection with the purchase and use of the Products to Medicare, Medicaid and all other federal and state healthcare programs and third-party payers as required by the discount safe harbor to the anti-kickback statute, 42 CFR 1001.952(h), and other applicable laws or agreements, and to provide copies of this Agreement and all other applicable information and documentation of the calculation of the discount applied to Products (in the case of rebate, if applicable) provided by 180 related to this Agreement and the amounts paid and discounts given hereunder to the Secretary of Health and Human Services and representatives of these programs and other third-party payers, as applicable, upon their request. 180 will refrain from doing anything which would impede You from meeting your obligations described herein.

1.3 Prices and Discounts Subject to Change. Product Prices and discounts may change from time to time. All changes will be communicated to You by 180 via Pricing Amendments sent to your Contact and AP Contact emails, and are effective for orders placed on or after the effective dates of each Pricing Amendment. Orders placed after such effective dates shall be deemed to constitute acceptance of the amended prices and terms.

2. **Order Fulfillment and Acceptance**

2.1 Direct Orders.

2.1.1 Order Placement and Acceptance; Fulfillment. To order Products (other than consignment Products), You agree to place an order and following review, 180 may accept the order and generate an invoice, which will reflect that You have agreed to purchase the Products identified on the invoice and subject to the terms of this Agreement. For each Order, You must include the "ship to" address. 180 will, on your behalf, promptly arrange for the shipment of the Products identified in the Order for delivery to You at the specified ship to address(es).

2.1.2 Inspection. You shall inspect the Products immediately upon receipt. If a Product does not conform to the warranty, You will notify 180, furnish information supporting the claim that the Product does not conform, and follow return instructions provided by 180. You must commence a return process within 30 days of receipt of a Product and further comply with the return instructions. If You fail to return Products within such periods, You shall be deemed to have accepted the Products.

2.2 Consignment Products.

2.2.1 Orders; Replenishments; Returns. Consignment products are ordered by placing a consignment order using a Consignment Order Form attached hereto as Schedule 3. Replenishment of consignment Products will be done automatically following completion of a Tissue Usage Log submission showing use of the Product. Tissue Usage Logs must be completed within 72 hours of Product usage (i.e., treatment). If You do not use or return (for any reason) consignment Products within 75 days of receipt, You will be invoiced for consignment Products at the end of the 75 day period.

2.2.2 Ownership and Risk of Loss. As between You and 180, 180 (or its suppliers) retains all right, title and

interest in the consignment Products until such consignment Products are purchased (or returned in accordance with this Agreement) and all amounts due and owing hereunder are paid in full. You agree to segregate in a safe and secure area all consignment Products. You shall be solely responsible for the security of the consignment Products and shall implement internal controls and secure appropriate insurance to ensure the safekeeping thereof. You assume and shall bear the risk of loss of the consignment Products once they are received by You. Any lost, destroyed or damaged consignment Products following receipt by You shall be purchased by You.

2.2.3 Consignment Termination. 180 may terminate your use of the consignment Products upon 30 days' notice to You. Effective at such termination date, You will have the option to purchase consignment Products at the current price in effect at the time of purchase or return (at your expense) the unused consignment Products within ten days following the date of termination. The parties shall perform a final accounting of the consignment Products on hand at termination date, and You shall be responsible for any missing, open or used consignment Products.

2.3 180 reserves the right to evaluate your credit at any time, and You agree to cooperate with reasonable requests to confirm acceptable creditworthiness. 180 may impose credit and purchase limits in its reasonable discretion, and may modify payment terms in its sole discretion.

3. **Product Usage.**

3.1 Use Requirements and Restrictions. You will use the Product(s) in connection with individual patient treatment only when the treatment is medically necessary. You and 180 acknowledge that use of any Product is at the sole discretion of the treating provider, pursuant to his or her professional medical judgment. Products may not be redistributed, resold or transferred by You. Following treatment, You will promptly complete the Tissue Usage Log on the 180 Provider Portal (or via an alternative means that has been approved in writing by 180) and retain a copy of all submitted Tissue Usage Logs for your records. You agree to notify 180 promptly, within two (2) days, in writing in the event you receive or otherwise learn of any complaints or adverse events relating to the Products.

3.2 Insurance Verification. You agree to complete, submit and receive approval for an insurance verification request (IVR) prior to ordering (for direct orders) and using (for all treatments) Products, including consignment Products.

4. **Invoices & Payment.** 180 will issue invoices for Products purchased via Direct Order, on the date the Products are shipped, and for Products purchased through consignment, on the date the Products are used as indicated in the Tissue Usage Log (or if not used or returned pursuant to Section 2.2.1 above, on the 75th day following receipt). For administrative convenience, 180 reserves the right to issue bulk invoices for multiple Tissue Usage Log entries. Discounts will be applied to the applicable invoice(s) for that month, together with any other applicable charges or credits. The applicable prices for Products are those in effect on the date of invoice issuance. You agree to pay 180 the balance due for each invoice within seventy-five (75) days of the invoice date. Any unpaid balances after the invoice due dates shall bear interest at the rate of 1.5% per month, or, the highest rate allowed by applicable law. You will be responsible for any and all costs actually incurred by 180, including, without limitation, collections fees and reasonable attorneys' fees and any other costs related to collecting any sums due to 180. If requested by 180, You agree to provide and maintain a current Payment Authorization Form for payment of all invoices. Failure to obtain reimbursement for Product use does not release You from your obligation to pay for Products under this Agreement.

5. **Warranties; Exclusive Remedy; Limitation of Liability.** Subject to the provisions of this Section 5, 180, on behalf of its suppliers, warrants that the Products have been collected, processed, stored and distributed in compliance with all applicable laws. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, 180 MAKES NO WARRANTIES OR CONDITIONS, EXPRESS, STATUTORY, IMPLIED, OR OTHERWISE, AND 180 SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NOTWITHSTANDING THE FOREGOING, 180 DOES NOT EXCLUDE OR LIMIT LIABILITY TO THE EXTENT THAT SUCH LIABILITY MAY NOT BE EXCLUDED OR LIMITED BY LAW. If the Products delivered to You fail to conform to this Agreement for any reason whatsoever, your sole and exclusive remedy shall be as provided herein. 180 shall not under any circumstances be liable to You for (i) any special, exemplary or consequential damages, however caused and under any theory of liability whether based in contract or tort or otherwise or (ii) any claim or demand brought against You

by any other Party, even if 180 has been advised of the possibility of such claim or demand. 180 liability to You for any claim whatsoever related to the Products or this Agreement, including any cause of action in contract, tort, indemnity, contribution or strict liability, shall not exceed the amount of all payments received by 180 from You for the Products that are subject of any such claims or actions.

6. **Compliance Obligations and Indemnification.**

6.1 You represent and warrant that You will maintain at all times during the term of this Agreement all necessary federal, state, and local licenses, permits, authorizations, certifications, registrations, or other approvals necessary for the lawful purchase, handling, storage, and administering of Products in all relevant jurisdictions. 180 is not responsible for any violations of applicable laws and regulations by You with regard to the use of the Products.

6.2 Each of the Parties shall comply with all laws, regulations, and ordinances applicable to its performance under the Agreement. Without limiting the foregoing, the Parties intend that the terms of this Agreement, including all compensation payable hereunder, including under any Schedule or Amendment, shall at all times be in compliance and consistent with Applicable Law, including, but not limited to, and to the extent applicable, Laws governing the provision of or payment for items or services rendered, provided, administered, or furnished by healthcare providers or suppliers; any applicable professional licensing Laws, accreditation guidance, and/or industry standards[A1] ; the Health Information Portability and Accountability Act of 1996 ("HIPAA") (42 U.S.C. §§ 1320d–1320d-8 and 45 C.F.R. Parts 160, 162 and 164); the Federal Food, Drug and Cosmetic Act of 1938 (21 U.S.C. § 301, et seq.); the federal Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b) and the applicable regulations promulgated thereunder); the federal Stark Law (42 U.S.C. § 1395nn and the applicable regulations promulgated thereunder); and any similar applicable federal, state or local Laws. The Parties further agree that no part of this Agreement shall be construed to induce or encourage the referral of patients or the purchase, order or lease of healthcare services or items payable by federal health care programs, except in compliance with Applicable Law. For the avoidance of doubt, the compensation payable hereunder is commercially reasonable and represents the fair market value of Products sold by 180 to You in connection with the terms of this Agreement, and shall not be determined in a manner that takes into account the volume or value of any federal health care program referrals or other business generated between the Parties.

6.3 You shall defend, indemnify and hold harmless 180 and its respective members, directors, officers, employees, agents and suppliers from and against any liability and claims of all kinds for any injury to persons or property or any other claims of injury, loss, expense or damage caused by any employee of You or any third Party that arises out of the your breach of your obligations hereunder or is due to the negligent acts, omissions or intentional acts of You, your employees, agents, consultants, or subcontractors.

6.4 180 shall defend, indemnify and hold harmless You and your respective members, directors, officers, employees and agents from and against any liability and claims of all kinds for any injury to persons or property or any other claims of injury, loss, expense or damage caused by any employee of 180 or any third Party that arises out of 180 breach of its obligations hereunder or is due to the negligent acts, omissions or intentional acts of 180, its employees, agents, consultants, or subcontractors.

7. **Proprietary Rights; Platform Access and Use; Confidential Information**

7.1 Proprietary Rights As between You and 180, You agree that 180 (or its suppliers) retains all right, title and interest in and to all patent rights, trademarks, trade names, inventions, copyrights, know-how and trade secrets relating to the Products and the design, processing, manufacture, operation or service of the Products. You shall not (and shall not permit any providers to) remove, alter, cover or obfuscate any proprietary rights notices placed or embedded on or in the Products.

7.2 Platform Use and Access. 180 may make available to You access to services provided by 180 for communicating, placing orders, tracking order status and other services related to this Agreement. You represent that You will only permit authorized users to use such services and acknowledge that such use is pursuant to, and You agree to abide by and ensure all users abide by, the terms and conditions of use as stated on the 180 website or other platforms. You agree to be responsible for access to the 180 website and other platforms for all persons using your access credentials.

7.3 Confidential Information. Except as expressly provided herein, and as otherwise required to comply with applicable laws and regulations, the Parties agree that the terms of this Agreement, and non-public information exchanged pursuant to this Agreement, shall be deemed Confidential Information and the receiving Party will not use the disclosing Party's Confidential Information except for the exercise of its rights or performance of its obligations hereunder; not disclose such Confidential Information to anyone, other than its employees, consultants and partners who have a "need to know" for the receiving Party to exercise its rights or perform its obligations hereunder; provided that such persons are bound by agreements or, in the case of professionals, ethical duties respecting such Confidential Information and use reasonable measures to protect the confidentiality of such Confidential Information.

8. **Record Keeping and Cooperation.** You and 180 shall each retain records relevant to this Agreement as required by applicable law and regulations. Each Party agrees to cooperate with reasonable requests of the other Party to provide information and records to allow such Party to meet its compliance obligations, as applicable.

9. **Insurance**. You agree that You will maintain appropriate insurance to cover risks associated with the performance of your obligations under this Agreement, including but not limited to insuring the value of consignment Products while in your possession and control.

10. **Term and Termination.** This Agreement shall commence on the Effective Date on the cover page, and shall continue for a term of five years. Either Party may terminate this Agreement for any reason upon 30 days written notice.

11. **Miscellaneous.**

11.1 Entire Agreement. This Agreement, including and together with any related exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

11.2 Survival. Subject to the limitations and other provisions of this Agreement, the provisions that, in order to give proper effect to its intent, should survive such expiration or termination, shall survive the expiration or earlier termination of this Agreement.

11.3 Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate). Unless otherwise agreed herein, all notices must be delivered by personal delivery, nationally recognized overnight courier, or certified or registered mail (in each case, return receipt requested, postage prepaid), or email. Except as otherwise provided in this Agreement, a notice is effective only (a) on receipt by the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this Section. Notice to 180: 180 Health Services, LLC, 4 Corporate Plaza Drive, #150, Newport Beach, CA 92660, legal@180healthservices.com. Notice to You: At the Business Address and Contact Email listed on the cover page of the Agreement.

11.4 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

11.5 Amendments. Except for pricing and discount changes that may be made by 180 at any time upon advance written notice to You in accordance with the terms of this Agreement, no amendment to or modification of this Agreement is effective unless it is in writing this Agreement and signed by an authorized representative of each Party.

11.6 No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns, and nothing in this Agreement, express or implied, confers on any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

11.7 Choice of Law and Forum. This Agreement is governed by the laws of the State of California, excluding conflicts of laws principles. The parties will resolve any disputes in the state or federal courts located in Orange County, California, to whose exclusive jurisdiction and venue the parties irrevocably submit.

11.8 Counterparts. This Agreement may be executed electronically and/or in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

11.9 Force Majeure. Neither Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any of your obligations to make payments to 180), when and to the extent such failure or delay is caused by or results from acts beyond the reasonable control of the impacted Party.

Schedule 2

Products and Pricing

Current Prices as of July 1, 2024 – September 30, 2024

Products - ASP

Product	Description	ASP Rate*	Your Price at a 57.5% Discount to the ASP Rate**
BRD-022	barrera 2x2cm	$ 5,082	$ 2,160
BRD-023	barrera 2x3cm	$ 7,622	$ 3,240
BRD-024	barrera 2x4cm	$ 10,163	$ 4,320
BRD-044	barrera 4x4cm	$ 20,326	$ 8,639
BRD-046	barrera 4x6cm	$ 30,490	$ 12,959
BRD-048	barrera 4x8cm	$ 40,653	$ 17,278
CPT022S	carePATCH 2x2cm	$ 3,246	$ 1,380
CPT023S	carePATCH 2x3cm	$ 4,869	$ 2,070
CPT024S	carePATCH 2x4cm	$ 6,492	$ 2,760
CPT044S	carePATCH 4x4cm	$ 12,984	$ 5,519
CPT046S	carePATCH 4x6cm	$ 19,476	$ 8,278
CPT048S	carePATCH 4x8cm	$ 25,968	$ 11,037
EFT22	completeFT 2x2cm	$ 6,996	$ 2,974
EFT23	completeFT 2x3cm	$ 10,494	$ 4,460
EFT24	completeFT 2x4cm	$ 13,992	$ 5,947
EFT44	completeFT 4x4cm	$ 27,984	$ 11,894
EFT46	completeFT 4x6cm	$ 41,976	$ 17,840
EFT48	completeFT 4x8cm	$ 55,968	$ 23,787
RGN-AM-0202	Restorigin 2x2cm	$ 5,820	$ 2,474
RGN-AM-0203	Restorigin 2x3cm	$ 8,729	$ 3,710
RGN-AM-0204	Restorigin 2x4cm	$ 11,639	$ 4,947
RGN-AM-0404	Restorigin 4x4cm	$ 23,278	$ 9,894
RGN-AM-0406	Restorigin 4x6cm	$ 34,917	$ 14,840
RGN-AM-0408	Restorigin 4x8cm	$ 46,556	$ 19,787

Products - Fee Schedule

Product	Description	Fee Schedule Rate*	Your Price at a 57.5% Discount to the Fee Schedule Rate**
RMAD-22	Resolve Matrix 2x2cm	$ 8,032	$ 3,414
RMAD-23	Resolve Matrix 2x3cm	$ 12,048	$ 5,121
RMAD-24	Resolve Matrix 2x4cm	$ 16,064	$ 6,828
RMAD-3535	Resolve Matrix 3.5x3.5cm	$ 24,598	$ 10,455
RMAD-45	Resolve Matrix 4x5cm	$ 40,160	$ 17,068
RMAD-55	Resolve Matrix 5x5cm	$ 50,200	$ 21,335
RMAD-68	Resolve Matrix 6x8cm	$ 96,384	$ 40,964

Products - Non-Fee Schedule

Product	Description	Non-Fee Schedule Rate*	Your Price at a 57.5% Discount to the Non-Fee Schedule Rate**
RMAD-22	Resolve Matrix 2x2cm	$ 7,800	$ 3,315
RMAD-23	Resolve Matrix 2x3cm	$ 11,700	$ 4,973
RMAD-24	Resolve Matrix 2x4cm	$ 15,600	$ 6,630
RMAD-3535	Resolve Matrix 3.5x3.5cm	$ 23,888	$ 10,153
RMAD-45	Resolve Matrix 4x5cm	$ 39,000	$ 16,575
RMAD-55	Resolve Matrix 5x5cm	$ 48,750	$ 20,719
RMAD-68	Resolve Matrix 6x8cm	$ 93,600	$ 39,780

* **This is the ASP / Fee Schedule / Non-Fee Schedule reference rate.**

** **This is the price charged to You.**

*** **Additional Products are expected to become available in the future and the Company will inform You of future releases and pricing when available.**

Schedule 3

Consignment Order Form

(Complete a separate form for each ship to address)

Your Legal Business Name ("You"): Wound Pros Management Group, Inc.

Order Date: TBD

Contact Name, Phone, Email: _____

Your Clinic (Products ship to) Address: _____

Product	Description	Quantity
ADT22	Coll-e-Derm, Thin 2x2cm	TBD
ADT23	Coll-e-Derm, Thin 2x3cm	TBD
ADT24	Coll-e-Derm, Thin 2x4cm	TBD
ADT44	Coll-e-Derm, Thin 4x4cm	TBD
ADT46	Coll-e-Derm, Thin 4x6cm	TBD
ADT48	Coll-e-Derm, Thin 4x8cm	TBD
ADT22M	Coll-e-Derm, Meshed 2x2cm	TBD
ADT23M	Coll-e-Derm, Meshed 2x3cm	TBD
ADT24M	Coll-e-Derm, Meshed 2x4cm	TBD
ADT44M	Coll-e-Derm, Meshed 4x4cm	TBD
ADT46M	Coll-e-Derm, Meshed 4x6cm	TBD
ADT48M	Coll-e-Derm, Meshed 4x8cm	TBD
RMAD-22	Resolve Matrix 2x2cm	TBD
RMAD-23	Resolve Matrix 2x3cm	TBD
RMAD-24	Resolve Matrix 2x4cm	TBD
RMAD-3535	Resolve Matrix 3.5x3.5cm	TBD
RMAD-45	Resolve Matrix 4x5cm	TBD
RMAD-55	Resolve Matrix 5x5cm	TBD
RMAD-68	Resolve Matrix 6x8cm	TBD
EFT1515	completeFT 1.5x1.5cm	TBD
EFT22	completeFT 2x2cm	TBD
EFT23	completeFT 2x3cm	TBD
EFT24	completeFT 2x4cm	TBD
EFT44	completeFT 4x4cm	TBD
EFT46	completeFT 4x6cm	TBD
EFT48	completeFT 4x8cm	TBD
RGN-AM-01515	Restorigin 1.5x1.5cm	TBD
RGN-AM-0202	Restorigin 2x2cm	TBD
RGN-AM-0203	Restorigin 2x3cm	TBD
RGN-AM-0204	Restorigin 2x4cm	TBD
RGN-AM-0404	Restorigin 4x4cm	TBD
RGN-AM-0406	Restorigin 4x6cm	TBD
RGN-AM-0408	Restorigin 4x8cm	TBD

Important: Once submitted to 180, this constitutes a valid and binding purchase order, subject to the terms, conditions and prices of the Fulfillment Agreement between You and 180. Quantity specified in this Consignment Order Form is also the par level for automatic replenishment (see General Terms and Conditions Section 2.2.1). To change the par level in the future, please email orders@180healthservices.com.

Signature: N/A

Print Name and Title: N/A

Exhibit 2

AR Confirmation Letter

180 Health Services

4 Corporate Plaza, Suite 150
Newport Beach, CA 92660
(855) 339-1107

2/11/2026

Attn: Stephen Weyler
Wound Pros Management Group, Inc
sweyler@thewoundpros.com

Dear Stephen Weyler,

Our auditors, Frank, Rimerman & Co., LLP are conducting an audit of our financial statements. As part of their audit procedures, please confirm with them the total amount due to us as of December 31, 2025, as per our records, as listed below.

Invoice No.	Invoice Date	Amount (USD)
Various*	Various*	$ 20,375,763 *(accrued interest and other fees not included in this amount)*

In addition, our records show that you have paid a total of $92,565,087 to us in calendar year 2025, and we ask that you please confirm that total balance paid is complete and accurate.

* Please reach out to Kellie.Lambert@180healthservices.com if you would like further information regarding the total balance paid in 2025 or any of the invoices due to us as of December 31, 2025 (as listed in the attached Appendix A).

Please state in the space below whether the attached is in agreement with your records. If there are any discrepancies, please provide any information you may have that will assist our auditors in reconciling the difference.

THIS IS NOT A BILL. PLEASE DO NOT SEND PAYMENTS FOR THESE ITEMS TO OUR AUDITORS.

Please sign and date your response and email it to Kesandu Ogan at kogan@frankrimerman.com

Very truly yours,

Signed by:
Stacy Yegn
256D191A7C374CE...
Stacy Yegn
Corporate Controller
180 Health Services LLC

Docusign Envelope ID: DFA9455A-3BD5-8D90-82EC-9A8C83749649

180 Health Services

4 Corporate Plaza, Suite 150
Newport Beach, CA 92660
(855) 339-1107

To: Frank, Rimerman + Co. LLP

X Our records agree with the information shown above as of December 31, 2025 and for the year then ended.

_____ Our records do NOT agree with the information shown above as of December 31, 2025 and for the year then ended, due to the following exceptions:

_____

_____

_____

Signature: Signed by: Stephen H. Weyler 97D147146A58430...

Print Name: Stephen H. Weyler

Title: CFO

Date: March 6, 2026

Appendix A

Customer	Doc. Type	Ref. Nbr.	Description	Doc. Date	Due Date	Balance
Wound Pros Management Group, Inc	Invoice	113763	57160 - PO00002455	7/16/2024	9/29/2024	2,609,237
Wound Pros Management Group, Inc	Invoice	113787	58610 - PO00002551	8/20/2024	11/3/2024	2,310,970
Wound Pros Management Group, Inc	Invoice	113817	60488 - PO00002662	10/1/2024	12/15/2024	1,172,525
Wound Pros Management Group, Inc	Invoice	161523	75886 - PO00003475	10/13/2025	12/27/2025	936,203
Wound Pros Management Group, Inc	Invoice	160241	75681- PO00003468	10/6/2025	12/20/2025	916,485
Wound Pros Management Group, Inc	Invoice	157729	74416 - PO00003374	8/25/2025	11/8/2025	827,625
Wound Pros Management Group, Inc	Invoice	160240	75680 - PO00003462	10/6/2025	12/20/2025	823,004
Wound Pros Management Group, Inc	Invoice	161689	76067- PO00003492	10/20/2025	1/3/2026	747,064
Wound Pros Management Group, Inc	Invoice	113747	56874 - PO00002444	7/9/2024	9/22/2024	741,942
Wound Pros Management Group, Inc	Invoice	159909	75345 - PO00003427	9/22/2025	12/6/2025	680,715
Wound Pros Management Group, Inc	Invoice	159908	75344 - PO00003433	9/22/2025	12/6/2025	623,410
Wound Pros Management Group, Inc	Invoice	113812	59545 - PO00002601	9/10/2024	11/24/2024	607,605
Wound Pros Management Group, Inc	Invoice	113818	60489 - PO00002656	10/1/2024	12/15/2024	488,790
Wound Pros Management Group, Inc	Invoice	113749	56875 - PO00002445	7/9/2024	9/22/2024	487,105
Wound Pros Management Group, Inc	Invoice	157929	74679 - PO00003382	9/2/2025	11/16/2025	476,510
Wound Pros Management Group, Inc	Invoice	157480	74108 - PO00003355	8/18/2025	11/1/2025	462,175
Wound Pros Management Group, Inc	Invoice	160074	75497- PO00003439	9/29/2025	12/13/2025	460,835
Wound Pros Management Group, Inc	Invoice	157478	74115 - PO00003344	8/18/2025	11/1/2025	360,845
Wound Pros Management Group, Inc	Invoice	157732	74419 - PO00003361	8/25/2025	11/8/2025	339,105
Wound Pros Management Group, Inc	Invoice	157493	74109 - PO00003349	8/18/2025	11/1/2025	336,795
Wound Pros Management Group, Inc	Invoice	159907	75343 - PO00003421	9/22/2025	12/6/2025	328,676
Wound Pros Management Group, Inc	Invoice	157928	74678 - PO00003376	9/2/2025	11/16/2025	309,547
Wound Pros Management Group, Inc	Invoice	159728	75105 - PO00003410	9/15/2025	11/29/2025	286,620
Wound Pros Management Group, Inc	Invoice	157731	74418 - PO00003367	8/25/2025	11/8/2025	278,245
Wound Pros Management Group, Inc	Invoice	159729	75106 - PO00003417	9/15/2025	11/29/2025	262,985
Wound Pros Management Group, Inc	Invoice	161522	75885 -PO00003479	10/13/2025	12/27/2025	240,995
Wound Pros Management Group, Inc	Invoice	157479	74114 - PO00003350	8/18/2025	11/1/2025	213,030
Wound Pros Management Group, Inc	Invoice	160075	75498 - PO00003450	9/29/2025	12/13/2025	210,665
Wound Pros Management Group, Inc	Invoice	157930	74687 - PO00003389	9/2/2025	11/16/2025	207,810
Wound Pros Management Group, Inc	Invoice	159906	75342 - PO00003434	9/22/2025	12/6/2025	202,596
Wound Pros Management Group, Inc	Invoice	161690	76068 - PO00003485	10/20/2025	1/3/2026	175,270
Wound Pros Management Group, Inc	Invoice	160238	75678 - PO00003457	10/6/2025	12/20/2025	172,155
Wound Pros Management Group, Inc	Invoice	159726	75103 - PO00003411	9/15/2025	11/29/2025	166,077
Wound Pros Management Group, Inc	Invoice	158093	74883 - PO00003401	9/8/2025	11/22/2025	164,815
Wound Pros Management Group, Inc	Invoice	160239	75679 - PO# 00003463	10/6/2025	12/20/2025	140,050
Wound Pros Management Group, Inc	Invoice	157730	74417 - PO00003366	8/25/2025	11/8/2025	136,150
Wound Pros Management Group, Inc	Invoice	161687	76065 - PO00003488	10/20/2025	1/3/2026	109,300
Wound Pros Management Group, Inc	Invoice	160076	75499 - PO00003444	9/29/2025	12/13/2025	107,480
Wound Pros Management Group, Inc	Invoice	160073	75496 - PO00003445	9/29/2025	12/13/2025	83,472
Wound Pros Management Group, Inc	Invoice	161524	75887- PO00003471	10/13/2025	12/27/2025	61,490
Wound Pros Management Group, Inc	Invoice	161688	76066 - PO00003481	10/20/2025	1/3/2026	44,410
Wound Pros Management Group, Inc	Invoice	158094	74882 - PO00003395	9/8/2025	11/22/2025	21,500
Wound Pros Management Group, Inc	Invoice	159727	75104 - PO00003405	9/15/2025	11/29/2025	17,390
Wound Pros Management Group, Inc	Invoice	157931	74688 - PO00003383	9/2/2025	11/16/2025	13,045

Wound Pros Management Group, Inc	Invoice	158095	74881 - PO00003396		9/8/2025	11/22/2025	13,045
							20,375,763 **Total**

Exhibit 3

Demand Letter

Holland & Knight

400 South Hope Street, 8th Floor | Los Angeles, California 90071 | T +1.213.896.2400 | F +1.213.896.2450
150 Third Avenue South, Suite 2800 | Nashville, Tennessee 37201 | T +1.615.850.8159 | F +1.615.244.6804
Holland & Knight LLP | www.hklaw.com

Stacey H. Wang
+1 213-896-2400
Stacey.Wang@hklaw.com

Tyler Lane
+1 615-850-8159
tyler.layne@hklaw.com

September 14, 2026

VIA ELECTRONIC MAIL
Mr. Joshua M. Mester
Jones Day
555 South Flower Street, 50th Floor
Los Angeles, CA 90071
Email: jmester@jonesday.com
Counsel for The Wound Pros Management Group, Inc. ("Wound Pros")

Re: **DEMAND THAT WOUND PROS OBJECT TO RULE 9019 SETTLEMENT AGREEMENT; DISCLOSURES AND PROTECTIVE DEADLINES; CONDITIONAL SETTLEMENT PROPOSAL**

In re Global Wound Care Medical Group, Case No. 24-34908 (Bankr. S.D. Tex.) and *180 Health Services, LLC v. Wound Pros Management Group, Inc.*, Case No. 30-2026-01576233-CU-BC-CJC (Cal. Super. Ct., Orange Cnty.)

Dear Mr. Mester:

As you know, this firm represents 180 Health Services, LLC ("180 Health"). This letter concerns the Motion filed by Global Wound Care Medical Group ("Global Wound Care") on September 11, 2026, seeking entry of an order pursuant to Federal Rule of Bankruptcy Procedure 9019 (I) authorizing and approving the Settlement Agreement with the United States and Relator and (II) granting related relief (Docket No. 450) in Global Wound Care's chapter 11 case. The Motion's notice calls for written responses within 21 days unless the Court directs otherwise. As such, absent a contrary order, the outside response deadline appears to be October 2, 2026.

CLAIM BACKGROUND

As of August 31, 2026, Wound Pros owed 180 Health $26,919,824.68, consisting of $20,375,763.00 in principal and $6,544,061.68 in contractual interest, with interest continuing to accrue at 1.5% per month. The debt arises under the Fulfillment Agreement dated July 1, 2024. On June 4, 2026, 180 Health filed its California action against Wound Pros. Wound Pros did not answer, and default has been entered.

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BANKRUPTCY SETTLEMENT TERMS

Based on the record, Wound Pros and the United States are the sole material prepetition creditors of Global Wound Care. The Settlement Agreement would require Global Wound Care to pay the United States up to $525,000,000, including $262,500,000 designated as restitution. It would forfeit to the United States the CMS Suspended Amount of $316,752,545.74 as of June 20, 2026, and the DHA Suspended Amount of $1,106.08 as of June 17, 2026, with both amounts continuing to accrue until the suspensions terminate. CMS would also deduct $10,123,400.35, plus interest, for ordinary-course overpayments, and the remaining suspended amounts would be applied to the Settlement Amount.

The Agreement further provides that (i) any unpaid balance of the Settlement Amount will be an allowed, nondischargeable superpriority administrative claim, (ii) CMS will rescind $1,130,283,438.89 in extrapolated overpayments before applying the suspended amounts, while Global Wound Care relinquishes any right to appeal or challenge those overpayments, (iii) Global Wound Care must cooperate fully with the United States' ongoing investigations and satisfy related document, accounting, and reporting obligations, (iv) Global Wound Care will be excluded from Medicare, Medicaid, and other federal health care programs for 50 years, and (v) Global Wound Care must file a motion seeking approval of a plan and/or disclosure statement no later than October 15, 2026.

Paragraph 18 places the United States' allowed superpriority claim ahead of other allowed claims except for specified statutory, tax, professional-fee, CRO, and employee carve-outs. Paragraph 20 permits the estate to retain no more than $500,000 for valid non-government claims and states that no payment may be made from that pool to Wound Pros or its owners, affiliates, employees, or operators if Wound Pros or any such person objects to the Settlement Agreement or fails to vote in favor of plan confirmation. This settlement structure is clearly intended to coerce Wound Pros and its creditors (which are the only parties that stand to benefit from funds flowing to Wound Pros on account of its claim against Global Wound Care) into withholding their objections to the settlement by threatening to eliminate any recovery on Wound Pros' claim. In sum, the proposed settlement solely benefits the United States to the detriment of Wound Pros and its creditors.

WOUND PROS OBJECTION AND INFORMATION DEMANDS

Wound Pros has repeatedly represented that it lacks sufficient funds to pay 180 Health and that its principal remaining source of value is its claim against the Global Wound Care estate. Wound Pros is insolvent—it has confirmed that it has wound down operations and is unable to pay its outstanding obligations to its creditors. Accordingly, its management and controlling persons must preserve and maximize Wound Pros' enterprise value for the benefit of the corporate enterprise and its creditor constituency.

Wound Pros, therefore, must object to the Motion on at least the following bases:

- The $500,000 cap and the proposed allocation of estate value to the United States do not provide a meaningful benefit to creditors other than the United States;

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- The settlement improperly elevates the United States' claim above other creditor claims without a sufficient evidentiary showing; and
- The death trap conditioning Wound Pros' recovery on surrendering its right to be heard and its plan voting rights is coercive, unfair, and deprives Wound Pros of due process.

Wound Pros should also demand that Global Wound Care provide any settlement valuation analysis, communications or board materials approving the settlement, and documents supporting the United States' asserted claim and priority treatment. The declaration of Global Wound Care's CRO included as an exhibit to the motion appears to be an attempt to provide information required to support a 9019 motion, but it is clear from the conclusory statements and lack of facts and evidence that Global Wound Care has not met its burden with the declaration. Much more is needed, if it even exists.

Wound Pros must also confirm whether Dr. Bill Releford or any other direct or indirect principal, owner, affiliate, employee, or operator has any personal, indemnity, release, cooperation, criminal, civil, administrative, exclusion, or economic reason to support, acquiesce in, or refrain from opposing the Settlement Agreement at Wound Pros' expense. If Wound Pros refrains from objecting to preserve a principal's collateral protection rather than to maximize Wound Pros' claim, 180 Health will contend that the resulting conflict is disabling and has impaired Wound Pros' protection of its principal asset.

180 HEALTH PROTECTIVE RIGHTS

If Wound Pros files and prosecutes a substantive objection, 180 Health will rely on Wound Pros to protect the claim. If Wound Pros refuses, fails, or is unable to protect its own claim because of conflict or inaction, 180 Health will seek expedited limited participation for cause under Federal Rule of Bankruptcy Procedure 2018, including leave to be heard on the Motion and permission to file a protective statement or objection. If such participation is not granted, 180 Health will also (1) alert the US Trustee of Wound Pros' insolvency, its failure to meet its fiduciary duties to its creditors, and the conflicts of interest preventing Wound Pros from objecting to the settlement agreement, and (2) request that the US Trustee commence an investigation and the filing of an objection under Section 1109(b) of the Bankruptcy Code. Any such actions will be made only as necessary to prevent loss of Wound Pros' claim and will not be a substitute for Wound Pros' primary obligation to act.

CONFIDENTIAL SETTLEMENT PROPOSAL

Without waiving any rights, and solely to provide a path to resolution, 180 Health is willing to consider a conditional settlement that avoids immediate litigation over Wound Pros' failure to protect its Global Wound Care claim and avoids continued enforcement activity in California.

If Wound Pros provides binding and verifiable documentation establishing payment to 180 Health of 100% of the debt outstanding as of August 31, 2026—$26,919,824.68—plus interest accruing thereafter through payment, together with an acceptable and enforceable payment schedule, 180 Health will stay all current civil actions and enforcement proceedings against Wound Pros and Dr. Bill Releford and will not

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seek Rule 2018 relief, take the other actions described above, or pursue other direct participation in the Global Wound Care case while the payment obligations are timely performed.

This proposal is made for settlement purposes only and is governed by California Evidence Code sections 1152 and 1154, Federal Rule of Evidence 408, and other applicable protections. It does not waive any claim, defense, remedy, or right if the conditions are not satisfied.

RESPONSE DEADLINES & DUTY TO DISCLOSE COUNTER-FACTS

By **5:00 p.m. Pacific Time on Thursday, September 17, 2026 (the "Response Deadline**"), Wound Pros must confirm in writing that it will file a substantive objection no later than Friday, September 18, 2026 (the "Filing Deadline"), or provide a concrete filing plan by the Filing Deadline that preserves the full response period through October 2, 2026 by which date Wound Pros will have filed a substantive objection. Any contrary factual or legal contention should be accompanied by the supporting documents and analysis on which Wound Pros relies.

Wound Pros should also promptly provide any information or documentation showing that 180 Health's reading of the Settlement Agreement, the effect of Paragraph 20, the Government's asserted priority, or the expected distribution to Wound Pros is materially different from the analysis stated above.

If Wound Pros does not provide the required written confirmation by the Response Deadline or does not file the required objection or provide a plan that preserves the full response period by the Filing Deadline, 180 Health may seek expedited relief and file a motion under Rule 2018 and the others actions described above, together with a protective statement or objection, without further notice.

The proposed settlement offer expires at the Response Deadline.

Sincerely yours,

HOLLAND & KNIGHT LLP

/s/ Stacey H. Wang
Stacey H. Wang
Tyler Layne

cc: Andrew Cummings, Miranda Wheeler, Holland & Knight LLP

Mr. Brian A. Sun
Norton Rose Fulbright US LLP
555 South Flower Street, 41st Floor
Los Angeles, CA 90071
Email: brian.sun@nortonrosefulbright.com
Counsel for Dr. Bill Releford