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

In re:	)	Chapter 11
GLOBAL WOUND CARE MEDICAL GROUP, a Professional Corporation, [1]	)	Case No. 24-34908 (CML)
Debtor and Debtor in Possession	)	

DEBTOR'S OBJECTION TO EMERGENCY MOTION OF 180 HEALTH SERVICES, LLC TO INTERVENE IN CHAPTER 11 CASE PURSUANT TO FEDERAL RULE OF BANKRUPTCY PROCEDURE 2018(a) [Docket No. 457]

Global Wound Care Medical Group, a Professional Corporation, the debtor and debtor in possession (the "Debtor") in the above-captioned Chapter 11[2] case (the "Chapter 11 Case"), by and through the undersigned counsel, hereby files this objection (the "Objection") to the *Emergency Motion of 180 Health Services, LLC to Intervene in Chapter 11 Case Pursuant to Federal Rule of Bankruptcy Procedure 2018(a)* [Docket No. 457] (the "Motion") filed by 180 Health Services, LLC ("180 Health Services") seeking leave, pursuant to Bankruptcy Rule 2018(a), to intervene in this Chapter 11 Case and to object to *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* [Docket No. 450] (the "9019 Motion") (unless otherwise defined herein, all capitalized terms shall have

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

[2] Unless specified otherwise, all chapter and section references are to the Bankruptcy Code, 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code"); "Bankruptcy Rule" references are to the Federal Rules of Bankruptcy Procedure; and "Local Rules" references are to the Local Bankruptcy Rules for the United States Bankruptcy Court for the Southern District of Texas.

the same meaning as in the 9019 Motion). In support of this Objection, the Debtor respectfully states as follows:

I. INTRODUCTION

1. After almost two years of negotiations, the Debtor has finally negotiated a settlement with the United States Department of Justice and the Department of Health and Human Services over a claim asserted to exceed $1.5 billion. This proposed settlement provides a pathway for the Debtor to confirming a liquidating plan of reorganization, paying its administrative expenses, and making a distribution to unsecured creditors. Now, at the last minute, an entity with no prior connection to the Chapter 11 Case, 180 Health Services, seeks to intervene — not because it has a right to payment from the Debtor, but because it has a claim against a third party that has a claim against the Debtor. This connection is too tenuous to support this attempt to intervene and should be denied.

2. 180 Health Services admits that it is not a creditor of the Debtor and that the Debtor's Settlement Agreement with the United States does not name or directly affect 180 Health Services. Still, 180 Health Services seeks to intervene because it is an alleged unsecured creditor of Wound Pros Management Group, Inc. ("Wound Pros"), who is one of the Debtor's unsecured creditors. Without providing specifics, 180 Health Services wants *its own debtor,* Wound Pros, to object to the Settlement Agreement (and any Plan) and to then force the Debtor to prosecute offensive litigation against the United States to extract the funds currently held by the United States (pursuant to the Payment Suspension) to be paid first, to the Debtor, then to Wound Pros, and *then*, after 180 Health Services obtains a final judgment against Wound Pros (which they do not yet have), to 180 Health Services.

3. Not surprisingly, 180 Health Services does not cite a case to support its theory because as an unsecured creditor of an unsecured creditor, 180 Health Services does not have a

legally protectable interest to intervene under Bankruptcy Rule 2018. It is not hard to imagine the complexities that would arise in bankruptcy cases if creditors of creditors had standing to object to every motion of a debtor that affects its estate.

4. Even if 180 Health Services had a protectable interest, this interest is not at risk because the Settlement Agreement will not restrict 180 Health Services from taking any action against Wound Pros, and 180 Health Services will be protected adequately by Wound Pros in the Case. Wound Pros has its own interests to consider regarding its relationship with the Debtor and may decide that not objecting to the Settlement Agreement and the Plan (and therefore not opening up federal litigation adverse to the Debtor and the United States) is in its best interests because Wound Pros would preserve its ability to share in the funds carved out from the settlement by the United States for the benefit of the Debtor's unsecured creditors. 180 Health Services, though, wants its own interest to be elevated. 180 Health Services is currently suing Wound Pros, is represented by sophisticated counsel and, as it admits, could have (and still can) seek various remedies against Wound Pros. Instead, it seeks emergency relief during a critical point in the Chapter 11 Case. This would create real, material prejudice to the Debtor and its estate. The Motion should not be considered on an emergency basis and should be denied.

II. OBJECTION TO EMERGENCY SETTING

5. The Debtor objects to this relief being sought on an emergency basis. Under Local Rule 9013-1(i), an emergency "motion must include a detailed statement why an emergency exists, and the date relief is needed to avoid the consequences of the emergency." However, 180 Health Services fails to meet this burden and fails to explain why, now, it needs emergency relief. 180 Health Services offers no explanation why it waited three months after they sued Wound Pros, fourteen days after the 9019 Motion was filed, and eight days after 180 Health Services issued its own ultimatum to Wound Pros to object, to seek "emergency" relief. The Payment Suspension

Stipulation has been on the docket since December 19, 2024 and 180 Health Services does not refute that it has been aware of the Case for an extended period of time. A party (that is not even a creditor) that manufactures its own emergency is not entitled to expedited consideration during a critical time in the Debtor's Case. *See generally In re Afolabi*, 343 B.R. 195, 198 (Bankr. S.D. Ind. 2006) (A "self-created emergency does not constitute exigent circumstances.") (citations omitted).

6. The Debtor has limited resources and is focused on the 9019 Motion and getting its Plan on file by October 15, 2026, as required by the Settlement Agreement. *See* Settlement Agreement, ¶¶ 18(b); (d)(iii). 180 Health Services' demand that the Debtor respond and prepare for a hearing on one week's notice is inappropriate.

III. OBJECTION TO INTERVENTION REQUEST

A. Standard of Review

7. Bankruptcy Rule 2018(a) provides that "for cause, the court may permit an interested entity to intervene generally or in any specified matter." Fed. R. Bankr. P. 2018(a). The burden falls on the movant to demonstrate that it is an "interested entity" and that "cause" exists for intervention. Fed. R. Bankr. P. 2018(a). Cause may be determined by examining four factors: (i) whether the applicant has an economic or similar interest in the issue; (ii) whether intervention is necessary to protect that interest; (iii) whether the applicant's interests are adequately represented; and (iv) whether intervention would cause undue delay. *In re Adilace Holdings, Inc.*, 548 B.R. 458, 462-63 (Bankr. W.D. Tex. 2016). In applying its discretion, "[a] court should be discriminating in determining whether permissive intervention is appropriate … The Court must consider the potential adverse impact on the original parties in its decision to allow or deny intervention." *In re Ionosphere Clubs*, 101 B.R. 844, 854 (Bankr. S.D.N.Y. 1989) (citations omitted) (interpreting Fed. R. Civ. P. 24); *see also In re Adilace Holdings, Inc.*, 548 B.R. at 462

("The standards under Rule 2018 and [Federal Rule of Civil Procedure] 24 overlap."). As shown below, 180 Health Services has failed to carry its burden.

B. 180 Health Services Should not be Permitted to Intervene

1. 180 Health Services Lacks a Cognizable Interest.

a. 180 Health Services' Alleged Claim against Wound Pros is not a Direct, Legally Protectable Interest.

8. As a threshold matter, an intervening party must have an interest in the proceeding in which it seeks to intervene. This is more than just being economically affected. "[T]he term 'interest' is narrowly read to mean a *direct* and substantial interest in the proceedings . . . that the substantive law recognizes as belonging to or being owned by *the party seeking intervention*." *In re Acis Capital Mgmt., L.P.*, 604 B.R. 484, 513 (N.D. Tex. 2019) (emphasis in original) (citations omitted), aff'd sub nom. *Matter of Acis Capital Mgmt., L.P.*, 850 Fed. Appx. 302 (5th Cir. 2021). "What is required is that the interest be one which the *substantive* law recognizes as belonging to or being owned by the applicant." *New Orleans Pub. Serv., Inc. v. United Gas Pipe Line Co.*, 732 F.2d 452, 464 (5th Cir. 1984) (emphasis in original) (interpreting Fed. R. Civ. P. 24). This interest must be "direct, substantial, [and] legally protectable." *Id.* at 463 (citations omitted).

9. 180 Health Services admits that its interest is neither direct nor legally protectable, and that "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." Mot., at ¶ 39; Wegner Decl., at ¶ 12.[3] This is because "180 Health Services is not a direct creditor of the Debtor but rather is a creditor of Wound Pros Management Group, Inc.," and "180 Health Services does not have a direct creditor-debtor relationship with the Debtor." Mot., at 2,; ¶ 38.

[3] Of note, 180 Health Services does not even have a final judgment against Wound Pros. Motion ¶ 20; Wegner Decl., at ¶ 11 ("The default judgment in the amount of $26,003,990.86 is currently pending and has not yet been entered by the court.").

10. 180 Health Services does not cite any case to support its argument that its derivative, contingent unsecured rights against Wound Pros represent a "direct, substantial, [and] legally protectable" interest that allows a right of intervention in a bankruptcy where Wound Pros is an unsecured creditor itself. Indeed, 180 Health Services does not cite a single case in analyzing this factor. *See* Mot., at 14-15. This is because this derivative interest is not sufficient as "[t]he mere fact that [an action] may impede a third party's ability to recover in a separate suit ordinarily does not give the third party a right to intervene [in the action]." *Mountain Top Condo. Ass'n v. Dave Stabbert Master Builder, Inc.*, 72 F.3d 361, 366 (3d Cir. 1995). The case of *In re Acis Cap. Mgmt., L.P.*, 604 B.R. 484, that is cited by the Motion as establishing principles for Bankruptcy Rule 2018 consideration, is instructive. Mot., at ¶ 13. In that case, the intervenor complained that its ownership interest in one of the litigation parties was being "decimated by administrative expenses," but the court held that the asserted interest was not sufficiently direct under Fifth Circuit precedent and under Bankruptcy Rule 2018. *Id.* at 513. The court found:

> The only interest that Neutra asserted was its property interest in Acis. But in the intervention context, "[t]he term 'interest' is narrowly read to mean a direct and substantial interest in the proceedings . . . that the substantive law recognizes as belonging to or being owned by the party seeking intervention."

Id. at 513 (citations omitted).

11. Under Bankruptcy Rule 2018, the moving party has to show a direct, not secondary interest in the action. For instance, in *Mountain Top* intervention was permitted because the proposed intervenors claimed an interest in an "express trust" of funds held in the court's registry for which intervenors were intended beneficiaries. *Mountain Top*, 72 F.3d at 366–67. The court distinguished its facts from situations like this one, stating that "the mere fact that a lawsuit may impede a third party's ability to recover in a separate suit ordinarily does not give the third party a

right to intervene." *Id.* at 366 (citing *Hawaii–Pacific Venture Capital Corp. v. Rothbard*, 564 F.2d 1343, 1346 (9th Cir. 1977)).

12. Here, 180 Health Services does not allege, let alone establish, any type of property rights like a registry, escrow, or trust fund. Instead, it only alleges that it has a claim against Wound Pros, and that it may not be able to recover as much on its claim if Wound Pros does not do exactly what 180 Health Services wants in this Chapter 11 Case. As such, 180 Health Services has no "interest" under Bankruptcy Rule 2018.

b. The Payment Suspension Stipulation Does Not Give 180 Health Services a Cognizable Interest.

13. 180 Health Services attempts to manufacture a "direct" interest by arguing that estate funds were "specifically earmarked to pay 180 Health Services' invoices" in the Payment Suspension Stipulation. Mot., at ¶ 2 (citing Payment Suspension Stipulation at § 6(f)[4]). Not surprisingly, the Motion does not cite the full paragraph, which would expose that this argument is without merit; it reads:

> The Debtor, without the prior written consent of the United States, shall make no payments, regardless whether permitted in the Operating Budget, (i) on account of any ownership or equity interest of any individual or entity in the Debtor or Wound Pros Management Group, Inc. ("Wound Pros MG"), (ii) to or for the benefit of the Related Individuals other than salaries and related employment taxes permitted in subparagraph (b) above and in the Operating Budget, or (iii) to any entity in which any of the Related Individuals have an ownership or other financial interest or role as an officer or manager ("Related Entities"), aside from approved payments listed in the Operating Budget to Wound Pros MG. In addition, the Debtor shall instruct and ensure that no payments from Wound Pros MG shall be made to any of the Related Individuals or Related Entities. In addition to the United States' termination rights below, upon receiving any information that Wound Pros MG has made any payments to the Related Individuals or Related Entities in violation of this Stipulation, the Debtor shall report to the DOJ the

[4] The Motion had a typographical error and cited the Payment Stipulation at § 5(f), but referred to the language in § 6(f). Motion at 10, 14.

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

Payment Suspension Stipulation, at ¶ 6(f) (emphasis added). There is clearly no "earmarking," no creation of a trust interest, nor even any requirement that any payment be made to 180 Health Services. Rather, the reference to 180 Health Services is merely a representation by the Debtor that 180 Health Services is at arm's length from its insiders or the insiders of Wound Pros. The declarant for the Motion also testifies about his "understanding" about *Wound Pros'* earmarking of funds, but, this is speculative and not substantiated, and, more importantly, does not allege any interest in estate funds. Wegner Decl., at ¶ 15. 180 Health Services has no direct, legally protectable interest.

c. 180 Health Services' Theory Would Insert Unnecessary and Inappropriate Complexities

14. If accepted, 180 Health Services' theory would lead to unnecessary and inappropriate complexities in bankruptcy cases. They are an unsecured, contingent creditor of an unsecured creditor of the Debtor. They, like most creditors, have exacting views on how they want their *own debtor* (Wound Pros) to act. This "interest" (as an unsecured creditor of an unsecured creditor) is shared by a multitude of parties in every bankruptcy case. Bankruptcy cases already have their logistical challenges, and there is no basis to add an exponentially burdensome layer by giving standing to parties with remote, indirect interests like 180 Health Services.

2. Intervention Is Not Necessary to Protect 180 Health Services' Interests.

15. Even if 180 Health Services had a protectable interest via its claim against Wound Pros, intervention is not necessary because the proposed settlement will not adjudicate any claim of 180 Health Services or restrict or affect any right of 180 Health Services to act against Wound Pros. 180 Health Services, represented by sophisticated counsel, acknowledges it has remedies that it could assert in its litigation against Wound Pros but has chosen not to, Mot., at ¶ 23; Wegner Decl., at ¶ 14, presumably as a chosen litigation strategy. There is no basis for emergency intervention when 180 Health Services still has options available to it to act against Wound Pros which it has failed to exercise.

3. 180 Health Services' Interests Are Adequately Represented.

a. Wound Pros Adequately Represents any Interest of 180 Health Services.

16. Even if 180 Health Services had an interest (which it does not) and even if this interest was at risk (which it is not), 180 Health Services is adequately represented by Wound Pros. 180 Health Services admits its interest is "entirely dependent on Wound Pros." Mot., at ¶ 43. Wound Pros has appeared in this Chapter 11 Case and is represented by Jones Day. *See* Docket Nos. 291-292. Jones Day is a respected, multinational, law firm, with significant experience in bankruptcy, litigation, and other related areas. Wound Pros has until October 2, 2026 to file an objection to the 9019 Motion or otherwise take action. When the Debtor files a Plan, Wound Pros likewise can participate and object if it decides that is the best course of action. However, it is also possible that Wound Pros may decide that not objecting to the 9019 Motion or the Plan is in its best interests given the terms of the Settlement Agreement related to Wound Pros. Regardless of what decision Wound Pros makes, as it is more than adequately able to represent its own interests in the Chapter 11 Case to maximize its recovery, and, thereby, adequately represent the interests

of its own creditors, 180 Health Services cannot show that its interests are not "adequately protected."

b. 180 Health Services does not Present Credible Evidence of any Incapacity or Insolvency of Wound Pros.

17. 180 Health Services argues that Wound Pros is incapacitated because Wound Pros is insolvent. First, as this Court is well aware, an insolvent entity can still protect its own interests in litigation. Further, 180 Health Services offers no competent evidence that Wound Pros is insolvent and that it cannot act in its interests. Its allegations on those points rest solely on information and belief or the "understanding" of 180 Health Services' own Chief Legal Officer, instead of direct evidence. However, "[f]actual averments in an affidavit cannot be based on mere information and belief." *Van Alstyne v. GC Services, LP*, No. CV H-08-3175, 2009 WL 10695068, at *8 (S.D. Tex. Dec. 11, 2009). Therefore, the testimony that Wound Pros has an administrative expense claim of "not less than $15 million," Wegner Decl., at ¶ 12, and that Wound Pros has "wound down operations, ceased doing business, and is insolvent," *id.*, is not admissible and should not be considered. Of note, 180 Health Services provides no evidence such as balance sheets, financial statements, or other documentation, establishing Wound Pros' financial condition.

c. The Court Will Independently Evaluate the Settlement.

18. 180 Health Services criticizes the Settlement Agreement, *see* Mot., at ¶¶ 17-20, and, given the limited nature of the relief sought in the Motion, the Debtor reserves all rights. In summary, the 9019 Motion and its attached evidence explain why the settlement is in the best interest of the estate. The United States asserted colorable claims and claims damages exceeding $1.5 billion. 9019 Mot., at ¶¶ 1–3, 20, 23, 29–33. The settlement resolves those claims through an allowed claim of up to $525 million satisfied primarily from amounts already held in suspense; and the settlement avoids protracted, discovery-intensive, costly FCA litigation that could deplete

estate resources. *Id.*, at ¶¶ 20, 23, 29–33; Robichaux Decl., at ¶¶ 9, 17–19. Absent settlement, the United States would argue that its super-priority adequate-protection claim under the Payment Suspension Stipulation ¶ 7(b) reaches all remaining estate funds, whereas the settlement gives the Debtor access to funds to pay administrative expenses and make a distribution to unsecured creditors without litigation. 9019 Mot., at ¶ 33; Robichaux Decl., at ¶ 18.

19. Moreover, this Court will independently evaluate the proposed settlement under the well-established standard requiring that a compromise be "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) (cited by 180 Health Services, Mot., at ¶ 52).

4. Intervention Would Cause Undue Delay and Prejudice

20. Time is truly of the essence. The Settlement Agreement mandates that the Debtor file a Solicitation Package by October 15, 2026, and the Debtor's limited time and resources should be spent on the 9019 Motion, the plan, and engagement with direct stakeholders. At this inflection point in the case, the court should tightly exercise any discretion to allow a (late) intervenor to disrupt the case. As the court observed in *In re Ionosphere Clubs*:

> To successfully rehabilitate Eastern, time is of the essence. Allowing CU intervenor status in this large and complex case would inevitably cause unnecessary delay, additional and duplicative expenses, and may prejudice the rights of ticketholders.

101 B.R. at 854 (citations omitted).

21. The Debtor's most recent Monthly Operating Report reflects only $5,624,769 in cash as of July 31, 2026. Docket No. 446, at 2. By contrast, CMS holds over $300 million in suspended Medicare payments and that amount continues to grow. *Id.* at 27. Even if 180 Health Services were to somehow defeat the Settlement Agreement, those funds would not become available to the estate. Instead, the Debtor would be left with a relatively small amount of cash,

no consensual path to a plan, and unresolved federal claims exceeding $1.5 billion. The relief 180 Health Services seeks would, therefore, prejudice the existing parties and delay this case.

22. 180 Health Services also waited too long to seek this relief. In considering the timeliness of intervention, courts examine the "time lapse between the applicant's receipt of actual or constructive knowledge of his interest in the litigation and the filing of his motion for intervention." *Edwards v. City of Houston*, 78 F.3d 983, 1000 (5th Cir. 1996). Here, 180 Health Services (a) knew or should have known more than a year ago that the Debtor was in bankruptcy and that Wound Pros relied on the Debtor being reimbursed by CMS to be able to pay 180 Health Services; (b) realized that it was not being paid by Wound Pros and sued Wound Pros on June 4, 2026; (c) knew the 9019 Motion was filed on September 11, 2026; and (d) sent the Demand Letter with a September 17, 2026 response deadline. *See* Wegner Decl. Ex. 3. 180 Health Services nevertheless waited until Friday afternoon, September 25, 2026, to appear in this Chapter 11 Case.

23. The Court should deny the Motion to allow the Case to proceed, the Settlement Agreement and (upcoming) Plan should be considered, and only parties in interest should participate.

IV. CONCLUSION AND PRAYER FOR RELIEF

WHEREFORE, the Debtor respectfully requests that this Court enter an order or orders:

(1) Denying emergency consideration of the Motion;

(2) Denying, with prejudice, the Motion; and

(3) Granting such other and further relief as is just and proper.

Dated: September 28, 2026

Respectfully submitted,

DENTONS US LLP

/s/ *Casey W. Doherty Jr.*
Casey W. Doherty Jr. (Tex. Bar No. 24078431)
1300 Post Oak Blvd., Suite 650
Houston, TX 77056
Tel: (713) 758-4633

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

Counsel to the Debtor and Debtor in Possession

CERTIFICATE OF SERVICE

I hereby certify that on September 28, 2026, a true and correct copy of the foregoing *Debtor's Objection to Emergency Motion of 180 Health Services, LLC to Intervene in Chapter 11 Case Pursuant to Federal Rule of Bankruptcy Procedure 2018(a)* was served via the Court's CM/ECF system on all parties registered to receive electronic notification in this case.

/s/ Casey W. Doherty Jr.
Casey W. Doherty Jr.

(Proposed Form of Order)

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

In re:	Chapter 11
GLOBAL WOUND CARE MEDICAL GROUP, a Professional Corporation,[1]	Case No. 24-34908
Debtor and Debtor in Possession.	

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

Upon consideration of the *Emergency Motion of 180 Health Services, LLC to Intervene in Chapter 11 Case Pursuant to Federal Rule of Bankruptcy Procedure 2018(a)* [Docket No. 457] (the "Motion") (unless otherwise defined herein, all capitalized terms shall have the same meaning as in the Motion) filed by 180 Health Services, LLC ("180 Health Services"); and this Court having reviewed the Motion, the objection filed by Global Wound Care Medical Group, a Professional Corporation, as debtor and debtor in possession (the "Debtor"), and any responses thereto; 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 being a core proceeding pursuant to 28 U.S.C. § 157(b); and it appearing that venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided; and the Court having considered the pleadings and arguments of counsel; and for the reasons stated on the record at the hearing held on the Motion; and after due deliberation and sufficient cause appearing therefor,

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

IT IS HEREBY ORDERED THAT:

1. The Motion is DENIED with prejudice.

2. 180 Health Services does not have standing to intervene or participate in this bankruptcy case, including, without limitation, to object to the 9019 Motion and any plan.

3. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

Dated: _____, 2026

Christopher M. Lopez
United States Bankruptcy Judge