

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

-----	X	
	:	
In re	:	Chapter 11
	:	
CANO HEALTH, INC., <i>et al.</i> ,	:	Case No. 24-10164 (KBO)
	:	
Debtors. <sup>1</sup>	:	(Jointly Administered)
	:	
-----	X	

**AFFIDAVIT OF PUBLICATION OF THE NOTICE OF (I) APPROVAL OF  
DISCLOSURE STATEMENT, (II) ESTABLISHMENT OF VOTING RECORD DATE,  
(III) HEARING ON CONFIRMATION OF THE PROPOSED PLAN, (IV)  
PROCEDURES FOR OBJECTION TO THE CONFIRMATION OF THE  
PROPOSED PLAN, (V) PROCEDURES AND DEADLINE FOR VOTING  
ON THE PROPOSED PLAN IN THE WALL STREET JOURNAL,  
MIAMI HERALD AND SUN SENTINEL**

This Affidavit of Publication includes the sworn statements verifying that the Notice of (I) Approval of Disclosure Statement, (II) Establishment of Voting Record Date, (III) Hearing on Confirmation of the Proposed Plan, (IV) Procedures for Objection to the Confirmation of the Proposed Plan, (V) Procedures and Deadline for Voting on the Proposed Plan was published and incorporated by reference herein as follows:

1. In *The Wall Street Journal* on May 29, 2024, attached hereto as **Exhibit A**.
2. In *Miami Herald* on May 29, 2024, attached hereto as **Exhibit B**.
3. In *Sun Sentinel* on May 29, 2024, attached hereto as **Exhibit C**.

<sup>1</sup> The last four digits of Cano Health, Inc.'s tax identification number are 4224. A complete list of the Debtors in the chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://www.kccllc.net/CanoHealth>. The Debtors' mailing address is 9725 NW 117th Avenue, Miami, Florida 33178.



## **Exhibit A**

Keith Oechsner  
NOTARY PUBLIC  
State of New Jersey  
ID # 50106528  
My Commission Expires  
June 10, 2024



BIGGEST 1,000 STOCKS

Continued From Page B7																																				
Stock	Sym	Close	Net Chg	Stock	Sym	Close	Net Chg	Stock	Sym	Close	Net Chg	Stock	Sym	Close	Net Chg	Stock	Sym	Close	Net Chg	Stock	Sym	Close	Net Chg	Stock	Sym	Close	Net Chg	Stock	Sym	Close	Net Chg					
Linde	LIN	429.92	-5.65	MatadorRscs	MTDR	62.04	1.45	MotorolaSol	MSI	359.89	-4.71	Nutanix	NTNX	71.78	-1.07	PalantirTech	PLTR	21.05	0.04	Prologis	PLD	105.00	0.25	ResMed	RMD	207.17	-6.09	Sea	SE	69.63	-2.35	Stellantis	STLA	22.43	0.12	
LiveNationEnt	LVE	94.89	-1.10	MatchGroup	MTCH	29.35	-0.05	MurphyUSA	MUSA	445.92	1.67	Nutrien	NTR	59.30	0.44	PaloAltoNetwks	PANW	308.01	-13.59	Prudential	PRU	117.73	-1.63	RestaurantBrands	QSR	67.23	-0.30	Seagate	STX	96.84	2.65	STERIS	STE	223.39	-5.78	
LloydsBankingLVG	LVM	2.80	0.05	McComickVtg	MCKV	70.79	-2.82	NICE	NICE	191.33	1.67	NventElectric	NVT	83.28	-2.15	PanAmeSilver	PAA	22.64	1.60	Revvity	RVTY	111.86	-1.41	Sempra	SRE	75.36	-0.48	StifelFinancial	SF	80.39	-0.68	STMicroelec	STM	41.88	-0.01	
LockheedMartin	LMT	458.48	-8.87	McCormick	MKC	71.31	-0.90	NIO	NIO	4.90	0.07	NVIDIA	NVDA	119.81	74.32	ParamountA	PARA	20.60	-0.24	PublicServiceEnt	PEG	74.54	-0.50	ServiceNow	SCI	69.79	-2.05	STMicroelec	STM	41.88	-0.01	Stryker	STY	339.31	3.77	
Loews	L	74.02	-0.73	McDonalds	MCD	253.54	-4.57	NNN REIT	NNN	40.77	-0.53	O P Q	ParkerHannifin	PH	526.54	-3.29	PulteGroup	PSA	270.49	-1.90	Rivian	RIVN	20.42	-0.02	SharkNinja	SN	74.99	-1.99	SumitomoMts	SMFG	12.81	0.25	SuncorEnergy	SUN	50.56	-0.49
LoeghtInt	LOGI	95.43	-0.58	Mckesson	MCK	526.17	-4.47	NRG Energy	NRG	83.85	-2.15		PaycomSoftware	PAYC	166.79	-3.89	PureStorage	PSTG	62.52	1.47	Roblox	RBLX	32.96	0.29	SherrinWilliams	SHW	301.73	-3.11	SunLifeFinancial	SLF	50.56	-0.49	SunComms	SUI	116.19	-0.96
Lowe's	L	215.37	0.16	Medtronic	MDT	82.00	-0.26	NXP Semicon	NXPI	279.63	2.46		PaycomSoftware	PAYC	166.79	-3.89	Qorvo	QVNO	98.18	-0.11	RocketCos	RKT	13.92	0.08	ShinhanFin	SHG	34.32	-0.68	SuncorEnergy	SUN	50.56	-0.49	SunComms	SUI	116.19	-0.96
Lullulemon	LULU	295.25	-7.76	MercadoLibre	MELI	1700.00	14.43	Nadatel	NDQA	60.20	-0.03	ONEOK	ONEK	80.96	0.11	PaycomSoftware	PAYC	166.79	-3.89	RocketCos	RKT	13.92	0.08	ShinhanFin	SHG	34.32	-0.68	SuncorEnergy	SUN	50.56	-0.49	SunComms	SUI	116.19	-0.96	
LyondellBasell	LYB	98.71	0.17	Merck	MRK	126.09	-3.40	Natera	NTRA	109.57	0.06	OReillyAuto	ORLY	97.51	-29.45	PaycomSoftware	PAYC	166.79	-3.89	RocketCos	RKT	13.92	0.08	ShinhanFin	SHG	34.32	-0.68	SuncorEnergy	SUN	50.56	-0.49	SunComms	SUI	116.19	-0.96	
M N	MetaPlatforms	META	479.92	1.70	NationalGrid	NGG	60.01	-0.68	OccidentalPetrol	OKX	62.21	0.06	OReillyAuto	ORLY	97.51	-29.45	PaycomSoftware	PAYC	166.79	-3.89	RocketCos	RKT	13.92	0.08	ShinhanFin	SHG	34.32	-0.68	SuncorEnergy	SUN	50.56	-0.49	SunComms	SUI	116.19	-0.96
	MetLife	MET	70.98	-1.56	NetWest	NWVG	8.14	0.13	Okta	OKTA	96.15	-0.11	OReillyAuto	ORLY	97.51	-29.45	PaycomSoftware	PAYC	166.79	-3.89	RocketCos	RKT	13.92	0.08	ShinhanFin	SHG	34.32	-0.68	SuncorEnergy	SUN	50.56	-0.49	SunComms	SUI	116.19	-0.96
	Mettler-Toledo	MTD	145.55	-24.98	NetApp	NTAP	118.01	2.34	OldDomFreight	ODFL	173.31	0.25	OReillyAuto	ORLY	97.51	-29.45	PaycomSoftware	PAYC	166.79	-3.89	RocketCos	RKT	13.92	0.08	ShinhanFin	SHG	34.32	-0.68	SuncorEnergy	SUN	50.56	-0.49	SunComms	SUI	116.19	-0.96
MicrochipTech	MCHP	98.82	0.59	NetEase	NTEA	91.19	0.71	OldRepublic	ORI	31.21	-0.29	PembinaPeline	PBA	36.77	0.25	Pearson	PSN	119.95	-0.08	RogersComm B	RCI	39.40	0.12	ShinhanFin	SHG	34.32	-0.68	SuncorEnergy	SUN	50.56	-0.49	SunComms	SUI	116.19	-0.96	
MicroTech	MU	132.67	0.38	Netflix	NFLX	649.00	2.25	OmeghaHealthcare	OHI	91.12	-0.39	PembinaPeline	PBA	36.77	0.25	Pearson	PSN	119.95	-0.08	RogersComm B	RCI	39.40	0.12	ShinhanFin	SHG	34.32	-0.68	SuncorEnergy	SUN	50.56	-0.49	SunComms	SUI	116.19	-0.96	
Microsoft	MSFT	430.32	0.16	Neurocrine	NBCX	140.48	1.08	Omnicom	OMC	93.21	-1.90	Pentair	PNR	78.95	-3.80	PembinaPeline	PBA	36.77	0.25	RogersComm B	RCI	39.40	0.12	ShinhanFin	SHG	34.32	-0.68	SuncorEnergy	SUN	50.56	-0.49	SunComms	SUI	116.19	-0.96	
MicroStrategy	MSTR	1675.35	-9.49	NewFrontierEduc	EDU	81.38	3.26	OnHold	ONON	41.82	1.59	Pentair	PNR	78.95	-3.80	PembinaPeline	PBA	36.77	0.25	RogersComm B	RCI	39.40	0.12	ShinhanFin	SHG	34.32	-0.68	SuncorEnergy	SUN	50.56	-0.49	SunComms	SUI	116.19	-0.96	
MSA Safety	MSA	181.94	-5.69	MidAmApt	MFA	130.31	-2.89	NVTimesA	NYT	49.43	-0.26	OnInnovation	ONON	41.82	1.59	Pentair	PNR	78.95	-3.80	RogersComm B	RCI	39.40	0.12	ShinhanFin	SHG	34.32	-0.68	SuncorEnergy	SUN	50.56	-0.49	SunComms	SUI	116.19	-0.96	
MSCI	MSCI	495.70	2.70	MitsubishiUFJ	MUFJ	10.38	0.32	Newmont	NEM	42.40	0.42	OpenText	OTEX	29.85	-0.22	Pentair	PNR	78.95	-3.80	RogersComm B	RCI	39.40	0.12	ShinhanFin	SHG	34.32	-0.68	SuncorEnergy	SUN	50.56	-0.49	SunComms	SUI	116.19	-0.96	
MagnatInt	MAGI	45.32	-0.03	MizuhoFin	MFG	4.07	0.02	NewsCorp B	NWS	27.49	-0.03	Oracle	ORCL	124.49	1.58	Pentair	PNR	78.95	-3.80	RogersComm B	RCI	39.40	0.12	ShinhanFin	SHG	34.32	-0.68	SuncorEnergy	SUN	50.56	-0.49	SunComms	SUI	116.19	-0.96	
MakeMyTrip	MMYT	77.89	-1.35	Mobleye	MBO	26.49	0.83	NewsCorp A	NWSA	26.63	-0.11	Orange	ORAN	11.48	-0.13	Pentair	PNR	78.95	-3.80	RogersComm B	RCI	39.40	0.12	ShinhanFin	SHG	34.32	-0.68	SuncorEnergy	SUN	50.56	-0.49	SunComms	SUI	116.19	-0.96	
ManhattanAss	MANH	225.79	-2.34	Moderna	MRNA	152.20	-13.41	NexxtEnergy	NEXE	77.53	0.92	Orix	RIX	10.87	-1.49	Pentair	PNR	78.95	-3.80	RogersComm B	RCI	39.40	0.12	ShinhanFin	SHG	34.32	-0.68	SuncorEnergy	SUN	50.56	-0.49	SunComms	SUI	116.19	-0.96	
MarathonOil	MRO	26.45	0.89	Mohawkins	MHK	115.76	-0.67	Nextracker	NXT	55.33	-1.44	Oshkosk	OSK	112.37	-0.39	Pentair	PNR	78.95	-3.80	RogersComm B	RCI	39.40	0.12	ShinhanFin	SHG	34.32	-0.68	SuncorEnergy	SUN	50.56	-0.49	SunComms	SUI	116.19	-0.96	
MarathonPetro	MPL	179.16	1.36	MolinaHealthcare	MORH	324.09	-8.04	Nike	NKE	92.00	2.25	OshkoskWorldwide	OSW	95.25	-2.32	Pentair	PNR	78.95	-3.80	RogersComm B	RCI	39.40	0.12	ShinhanFin	SHG	34.32	-0.68	SuncorEnergy	SUN	50.56	-0.49	SunComms	SUI	116.19	-0.96	
Markel	MKL	160.65	-14.64	MolsonCoorsB	MOB	52.96	-0.54	NiSource	NI	27.90	-0.14	Ovintiv	OVV	49.20	0.91	Pentair	PNR	78.95	-3.80	RogersComm B	RCI	39.40	0.12	ShinhanFin	SHG	34.32	-0.68	SuncorEnergy	SUN	50.56	-0.49	SunComms	SUI	116.19	-0.96	
MarketAxess	MTX	206.35	-10.54	MolsonCoorsA	MOA	59.00	-1.46	Nokia	NOK	3.87	0.02	OwensCorning	OC	177.85	-3.50	Pentair	PNR	78.95	-3.80	RogersComm B	RCI	39.40	0.12	ShinhanFin	SHG	34.32	-0.68	SuncorEnergy	SUN	50.56	-0.49	SunComms	SUI	116.19	-0.96	
Marriott	MAR	234.14	-2.45	MonolithPower	MPPR	759.58	2.00	NorfolkSouthern	NS	22.81	-4.05	PDD	PDD	149.72	-7.85	Pentair	PNR	78.95	-3.80	RogersComm B	RCI	39.40	0.12	ShinhanFin	SHG	34.32	-0.68	SuncorEnergy	SUN	50.56	-0.49	SunComms	SUI	116.19	-0.96	
Marsh&Len	MIMC	203.97	-3.92	MonsterBev	MNST	51.65	-1.05	NorthernTrust	NTRS	82.08	-1.23	PGE	PGE	38.12	-2.42	Pentair	PNR	78.95	-3.80	RogersComm B	RCI	39.40	0.12	ShinhanFin	SHG	34.32	-0.68	SuncorEnergy	SUN	50.56	-0.49	SunComms	SUI	116.19	-0.96	
MartinMaretta	MLM	570.32	-8.84	Moody's	MCO	40.80	-4.80	Novartis	NVS	99.68	-0.85	PNC Fin	PNC	152.34	-1.92	Pentair	PNR	78.95	-3.80	RogersComm B	RCI	39.40	0.12	ShinhanFin	SHG	34.32	-0.68	SuncorEnergy	SUN	50.56	-0.49	SunComms	SUI	116.19	-0.96	
MarvellTech	MVLS	78.33	1.65	MorganStanley	MS	98.57	-0.30	Novartis	NVS	99.68	-0.85	POSCO	POSCO	70.28	-0.28	Pentair	PNR	78.95	-3.80	RogersComm B	RCI	39.40	0.12	ShinhanFin	SHG	34.32	-0.68	SuncorEnergy	SUN	50.56	-0.49	SunComms	SUI	116.19	-0.96	
Masco	MAS	67.48	-1.62	Morningstar	MORN	291.94	-5.66	NovoNordisk	NVO	134.08	-1.96	PPG Ind	PPG	129.60	-1.82	Pentair	PNR	78.95	-3.80	RogersComm B	RCI	39.40	0.12	ShinhanFin	SHG	34.32	-0.68	SuncorEnergy	SUN	50.56	-0.49	SunComms	SUI	116.19	-0.96	
MaxTsc	MTZ	110.27	-1.94	Mosaic	MOS	31.13	0.15	NuHoldings	NH	12.18	0.45	PPTC	PPTC	179.56	-3.48	Pentair	PNR	78.95	-3.80	RogersComm B	RCI	39.40	0.12	ShinhanFin	SHG	34.32	-0.68	SuncorEnergy	SUN	50.56	-0.49	SunComms	SUI	116.19	-0.96	
Mastcard	MAS	445.08	-6.10					Nucor	NUE	168.39	-2.88	Paccar	PCAR	107.95	-1.48	Pentair	PNR	78.95	-3.80	RogersComm B	RCI	39.40	0.12	ShinhanFin	SHG	34.32	-0.68	SuncorEnergy	SUN	50.56	-0.49	SunComms	SUI	116.19	-0.96	
												PackagingCpm	PKG	180.92	-2.85	Pentair	PNR	78.95	-3.80	RogersComm B	RCI	39.40	0.12	ShinhanFin	SHG	34.32	-0.68	SuncorEnergy	SUN	50.56	-0.49	SunComms	SUI	116.19	-0.96	

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BANKRUPTCIES

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re CANO HEALTH, INC., et al., Chapter 11 Case No. 24-10164 (KBO) Debtors.

Joint Debtor: June 21, 2024 Hearing Date: June 28, 2024 NOTICE OF (I) APPROVAL OF DISCLOSURE STATEMENT, (II) ESTABLISHMENT OF VOTING RECORD DATE, (III) HEARING ON CONFIRMATION OF THE PROPOSED PLAN, (IV) PROCEDURES FOR OBJECTION TO THE CONFIRMATION OF THE PROPOSED PLAN, (V) PROCEDURES AND DEADLINE FOR VOTING ON THE PROPOSED PLAN TO ALL PARTIES IN INTEREST.

PLEASE TAKE NOTICE THAT: 1. Approval of Disclosure Statement. On May 17, 2024, the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") held a hearing (the "Disclosure Statement Hearing") to consider approval of the Disclosure Statement for the Fourth Amended Joint Chapter 11 Plan of Reorganization of Cano Health, Inc. and its Affiliated Debtors, filed on May 21, 2024 (Debtors' Plan 866) (as may be amended, supplemented, or otherwise modified, the "Disclosure Statement").

2. Confirmation Hearing. A hearing to consider confirmation of the Proposed Plan (the "Confirmation Hearing") has been scheduled before the Honorable Karen B. Owens, United States Bankruptcy Judge, in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), 824 North Market Street, 6th Floor, Courtroom 3, Wilmington, Delaware 19801, on June 28, 2024 at 9:30 a.m. (prevaling Eastern Time). The Confirmation Hearing may be adjourned or continued from time to time by the Bankruptcy Court or the Debtors without further notice other than announcements made in open court or as indicated in any order of agenda of matters scheduled for hearing filed by the Bankruptcy Court. The Proposed Plan may be modified, if necessary, prior to, during or as a result of the Confirmation Hearing.

3. Voting Record Date. The following holders of Claims and/or Interests against the Debtors at 5:00 p.m. (prevaling Eastern Time) on May 17, 2024 (the "Voting Record Date") are entitled to vote on the Proposed Plan:

Class	Description
Class 3	First Lien Claims
Class 4	RSA GUC Claims
Class 5	Non-RSA GUC Claims
Class 6	Unsecured Claims

4. Voting Deadlines. All votes to accept or reject the Proposed Plan must be actually received by the Debtors' voting and tabulation agent, Kurtzman Carson Consultants LLC ("KCC"), no later than June 21, 2024 at 5:00 p.m. (prevaling Eastern Time) (the "Voting Deadline"). Any failure to follow the voting instructions included with your Ballot may disqualify your Ballot and your vote.

5. Parties in Interest Not Entitled to Vote. Holders of Unimpaired Claims and/or Interests in classes deemed to accept the Proposed Plan are not entitled to vote and will not receive a Ballot. In addition, holders of impaired Claims in classes deemed to reject the Proposed Plan are not entitled to vote and will not receive a Ballot. Such holders will instead receive a Notice of Non-Voting Status. If you disagree with the amount set forth by the Debtors for your Claim in the Schedules or if you have filed a proof of claim and disagree with either (i) the Debtors' objection to your Claim and believe that you should be entitled to vote on the Proposed Plan or (ii) the Debtors' classification or request for estimation of your Claim and believe that you should be entitled to vote on the Proposed Plan in a different amount or class, then you must serve on the parties identified in paragraph 8 below and file with the Bankruptcy Court a motion (a "Rule 3018(a) Motion") for an order pursuant to Rule 3018(a) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") temporarily allowing your Claim in a different amount or in a different class for purposes of voting to accept or reject the Proposed Plan. File Rule 3018(a) Motions must be filed on or before June 17, 2024 at 5:00 p.m. (prevaling Eastern Time) (the "Voting Deadline").

6. Notice of Objection to Confirmation of the Proposed Plan. Any party in interest wishing to object to the Proposed Plan must file a written objection with the Bankruptcy Court no later than June 17, 2024 at 5:00 p.m. (prevaling Eastern Time) (the "Voting Deadline"). Any failure to follow the voting instructions included with your Ballot may disqualify your Ballot and your vote.

7. Parties in Interest Not Entitled to Vote. Holders of Unimpaired Claims and/or Interests in classes deemed to accept the Proposed Plan are not entitled to vote and will not receive a Ballot. In addition, holders of impaired Claims in classes deemed to reject the Proposed Plan are not entitled to vote and will not receive a Ballot. Such holders will instead receive a Notice of Non-Voting Status. If you disagree with the amount set forth by the Debtors for your Claim in the Schedules or if you have filed a proof of claim and disagree with either (i) the Debtors' objection to your Claim and believe that you should be entitled to vote on the Proposed Plan or (ii) the Debtors' classification or request for estimation of your Claim and believe that you should be entitled to vote on the Proposed Plan in a different amount or class, then you must serve on the parties identified in paragraph 8 below and file with the Bankruptcy Court a motion (a "Rule 3018(a) Motion") for an order pursuant to Rule 3018(a) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") temporarily allowing your Claim in a different amount or in a different class for purposes of voting to accept or reject the Proposed Plan. File Rule 3018(a) Motions must be filed on or before June 17, 2024 at 5:00 p.m. (prevaling Eastern Time) (the "Voting Deadline").

8. Notice of Objection to Confirmation of the Proposed Plan. Any party in interest wishing to object to the Proposed Plan must file a written objection with the Bankruptcy Court no later than June 17, 2024 at 5:00 p.m. (prevaling Eastern Time) (the "Voting Deadline"). Any failure to follow the voting instructions included with your Ballot may disqualify your Ballot and your vote.

9. Parties in Interest Not Entitled to Vote. Holders of Unimpaired Claims and/or Interests in classes deemed to accept the Proposed Plan are not entitled to vote and will not receive a Ballot. In addition, holders of impaired Claims in classes deemed to reject the Proposed Plan are not entitled to vote and will not receive a Ballot. Such holders will instead receive a Notice of Non-Voting Status. If you disagree with the amount set forth by the Debtors for your Claim in the Schedules or if you have filed a proof of claim and disagree with either (i) the Debtors' objection to your Claim and believe that you should be entitled to vote on the Proposed Plan or (ii) the Debtors' classification or request for estimation of your Claim and believe that you should be entitled to vote on the Proposed Plan in a different amount or class, then you must serve on the parties identified in paragraph 8 below and file with the Bankruptcy Court a motion (a "Rule 3



## **Exhibit B**



The Beaufort Gazette  
The Belleville News-Democrat  
Bellingham Herald  
Centre Daily Times  
Sun Herald  
Idaho Statesman  
Bradenton Herald  
The Charlotte Observer  
The State  
Ledger-Enquirer

Durham | The Herald-Sun  
Fort Worth Star-Telegram  
The Fresno Bee  
The Island Packet  
The Kansas City Star  
Lexington Herald-Leader  
The Telegraph - Macon  
Merced Sun-Star  
Miami Herald  
El Nuevo Herald

The Modesto Bee  
The Sun News - Myrtle Beach  
Raleigh News & Observer  
Rock Hill | The Herald  
The Sacramento Bee  
San Luis Obispo Tribune  
Tacoma | The News Tribune  
Tri-City Herald  
The Wichita Eagle  
The Olympian

## AFFIDAVIT OF PUBLICATION

Copy of ad content  
is on the next page

### PUBLISHED DAILY MIAMI-DADE-FLORIDA

### STATE OF FLORIDA COUNTY OF MIAMI-DADE

Before the undersigned authority personally appeared: Mary Castro, who on oath says that he/she is CUSTODIAN OF RECORDS of The Miami Herald, a daily newspaper published at Miami in Miami-Dade County, Florida; that the attached copy of the advertisement that was published was published in said newspaper in the issue (s) of:

Publication: Miami Herald

1 insertion(s) published on:

05/29/24

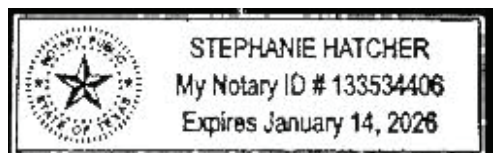
Affiant further says that the said Miami Herald is a newspaper published at Miami, in the said Miami-Dade County, Florida and that the said newspaper has heretofore been continuously published in said Dade County, Florida each day and has been entered a second class mail matter at the post office in Miami, in said Miami-Dade County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he/she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper(s). The McClatchy Company complies with all legal requirements for publication in chapter 50, Florida Statutes.

*Mary Castro*

Sworn to and subscribed before me this 31st day of May  
in the year of 2024

*Stephanie Hatcher*

Notary Public in and for the state of Texas, residing in  
Dallas County



Extra charge for lost or duplicate affidavits.  
Legal document please do not destroy!

## IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re  
CANO HEALTH, INC., et al.,  
Debtors.<sup>1</sup>

Chapter 11  
Case No. 24-10164 (KBO)  
(Jointly Administered)

Obj Deadline: June 21, 2024  
Hearing Date: June 28, 2024

**NOTICE OF (I) APPROVAL OF DISCLOSURE STATEMENT, (II) ESTABLISHMENT OF VOTING RECORD DATE, (III) HEARING ON CONFIRMATION OF THE PROPOSED PLAN, (IV) PROCEDURES FOR OBJECTION TO THE CONFIRMATION OF THE PROPOSED PLAN, (V) PROCEDURES AND DEADLINE FOR VOTING ON THE PROPOSED PLAN**

## TO ALL PARTIES IN INTEREST:

## PLEASE TAKE NOTICE THAT:

1. **Approval of Disclosure Statement.** On May 17, 2024, the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") held a hearing (the "Disclosure Statement Hearing") to consider approval of the Disclosure Statement for the Fourth Amended Joint Chapter 11 Plan of Reorganization of Cano Health, Inc. and its Affiliated Debtors, filed on May 21, 2024 (Docket No. 866) (as may be amended, supplemented, or otherwise modified, the "Disclosure Statement")<sup>2</sup> in Cano Health, Inc. and its debtor affiliates' chapter 11 cases (collectively, the "Debtors"), and thereafter, on May 21, 2024, entered an order (the "Order") with respect thereto. The Order, among other things, authorizes the Debtors to solicit votes to accept or reject the Fourth Amended Joint Chapter 11 Plan of Reorganization of Cano Health, Inc. and its Affiliated Debtors, filed on May 21, 2024 (Docket No. 864) (as may be amended, supplemented, or otherwise modified, the "Proposed Plan").

2. **Confirmation Hearing.** A hearing to consider confirmation of the Proposed Plan (the "Confirmation Hearing") has been scheduled before the Honorable Karen B. Owens, United States Bankruptcy Judge, in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), 824 North Market Street, 6th Floor, Courtroom 3, Wilmington, Delaware 19801, on June 28, 2024 at 9:30 a.m. (prevailing Eastern Time). The Confirmation Hearing may be adjourned or continued from time to time by the Bankruptcy Court or the Debtors without further notice other than adjournments announced in open court or as indicated in any notice of agenda of matters scheduled for hearing filed by the Debtors with the Bankruptcy Court. The Proposed Plan may be modified, if necessary, prior to, during, or as a result of the Confirmation Hearing.

3. **Voting Record Date.** The following holders of Claims and/or Interests against the Debtors as of 5:00 p.m. (prevailing Eastern Time) on May 17, 2024 (the "Voting Record Date") are entitled to vote on the Proposed Plan:

Class	Description
Class 3	First Lien Claims
Class 4	RSA GUC Claims
Class 5	Non-RSA GUC Claims
Class 6	Convenience Claims

4. **Voting Deadline.** All votes to accept or reject the Proposed Plan must be **actually received** by the Debtors' voting and tabulation agent, Kurtzman Carson Consultants LLC ("KCCC"), by no later than **June 21, 2024 at 5:00 p.m. (prevailing Eastern Time)** (the "Voting Deadline"). Any failure to follow the voting instructions included with your Ballot may disqualify your Ballot and your vote.

5. **Parties in Interest Not Entitled to Vote.** Holders of Unimpaired Claims and/or Interests in classes deemed to accept the Proposed Plan are not entitled to vote and will not receive a Ballot. In addition, holders of impaired Claims in classes deemed to reject the Proposed Plan are not entitled to vote and will not receive a Ballot. Such holders will instead receive a Notice of Non-Voting Status. If you disagree with the amount set forth by the Debtors for your Claim in the Schedules or if you have filed a proof of claim and disagree with either (i) the Debtors' classification or request for estimation of your Claim and believe that you should be entitled to vote on the Proposed Plan in a different amount or class, then you must serve on the parties identified in paragraph 8 below and file with the Bankruptcy Court a motion (a "Rule 3018(a) Motion") for an order pursuant to Rule 3018(a) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") temporarily allowing your Claim in a different amount or in a different class for purposes of voting to accept or reject the Proposed Plan. All Rule 3018(a) Motions must be filed on or before June 17, 2024 at 5:00 p.m. (prevailing Eastern Time). Rule 3018(a) Motions that are not timely filed and served in the manner set forth above shall not be considered. As to any creditor filing a Rule 3018(a) Motion, such creditor's Ballot will be counted as provided in the Order except as may be otherwise ordered by the Bankruptcy Court. Creditors may contact KCCC in writing at Cano Health, Inc., et al., Ballot Processing Center at KCC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, California 90245, or by email via <https://www.kcccln.net/CanoHealth/inquiry>, or by telephone at 1-888-251-2679 (Domestic) or 310-751-2609 (International) to receive an appropriate Ballot for any Claim for which a Proof of Claim has been timely filed and a Rule 3018(a) Motion has been granted.

6. **Objections to Confirmation.** The deadline to object or respond to confirmation of the Proposed Plan is **June 21, 2024 at 5:00 p.m. (prevailing Eastern Time)** (the "Plan Objection Deadline").

7. Objections and responses, if any, to confirmation of the Proposed Plan must: (i) be in writing; (ii) conform to the Bankruptcy Rules and the Local Bankruptcy Rules; (iii) set forth the name of the objecting party and the nature and amount of Claims or Interests held or asserted by the objecting party against the Debtors' estates or property; (iv) provide the basis for the objection and the specific grounds therefor, and provide proposed language that, if accepted and incorporated by the Debtors, would obviate such objection; and (v) be filed, together with proof of service.

8. Registered users of the Bankruptcy Court's case filing system must electronically file their objections and responses. All other parties in interest must file their objections and responses in writing with the United States Bankruptcy Court, Clerk's Office, 824 North Market Street, 6th Floor, Courtroom 3, Wilmington, Delaware 19801 to the attention of the chambers of the Honorable Karen B. Owens, United States Bankruptcy Judge.

Any objections or responses must be served so that they are **actually received** by the following parties no later than the Plan Objection Deadline: (i) **Debtors:** Cano Health, Inc., et al., 9725 NW 117th Avenue, Miami, Florida 33178, Attn: Mark Kent, Chief Executive Officer, David Armstrong, General Counsel; (ii) **Office of the U.S. Trustee:** Office of the U.S. Trustee for the District of Delaware, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn: Benjamin A. Hackman, Esq., Jon Lipsie, Esq., Email: Benjamin.A.Hackman@usdoj.gov, Jon.Lipsie@usdoj.gov; (iii) **Counsel to the Debtors:** Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153, Attn: Gary T. Holtzer, Esq., Jessica Liou, Esq., Matthew P. Goren, Esq., Kevin Bostel, Esq., Email: gary.holtzer@weil.com, jessica.liou@weil.com, matthew.goren@weil.com, kevin.bostel@weil.com; (iv) **Co-Counsel to the Debtors:** Richard Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, Delaware 19801, Attn: Michael J. Merchant, Esq., Amanda R. Steele, Esq., Email: merchant@RLF.com, steale@rlf.com; (v) **Counsel to the Ad Hoc First Lien Group:** Gibson, Dunn & Crutcher LLP, 200 Park Ave, New York, NY 10166, Attn: Scott J. Greenberg, Esq., Michael J. Cohen, Esq., Christina M. Brown, Esq., Email: SGreenberg@gibsondunn.com, MCohen@gibsondunn.com, Christina.Brown@gibsondunn.com -and- Pchulski, Stang, Ziehl & Jones LLP, 919 North Market Street #1700, Wilmington, Delaware 19801, Attn: Laura Davis Jones, Esq., James O'Neill, Esq., Email: ljones@pszlaw.com, jonell@pszlaw.com; (vi) **Counsel to the DIP Agent:** ArentFox Schiff LLP, 1301 Avenue of the Americas, 42nd Floor, New York, NY 10109, Attn: Jeffrey R. Gleit, Esq., Email: jeffrey.gleit@afslaw.com; (vii) **Counsel to Credit Suisse AG, Cayman Islands Branch, Administrative Agent and Collateral Agent under the CS Credit Agreement:** Freshfields Bruckhaus Deringer US LLP, 601 Lexington Avenue, New York, NY 10022, Attn: Mark F. Liscio, Esq., Scott D. Talmadge, Esq., Email: mark.liscio@freshfields.com, scott.talmadge@freshfields.com; (viii) **Counsel to JP Morgan Chase Bank, N.A., Administrative Agent and Collateral Agent under Side-C Credit Agreement:** White & Case LLP, 1221 Avenue of the Americas, New York, New York 10020-1095, Attn: Kerrick Seay, Esq., David Ridley, Esq., Andrew Zatz, Esq., Email: kerrick.seay@whitecase.com, David.Ridley@whitecase.com, azatz@whitecase.com; (ix) **Counsel to U.S. Bank National Association Indenture Trustee for the Senior Notes U.S. Bank National Association:** Kelley Drye & Warren

LLP, 3 World Trade Center, 175 Greenwich Street, New York, NY 10007, Attn: James S. Carr, Esq., Kristin S. Elliott, Esq., Email: jcarr@kelleydrye.com, kelliott@kelleydrye.com; and (x) **Counsel to the Creditors' Committee:** Paul Hastings LLP, 200 Park Avenue, New York, New York 10166, Attn: Kris Hanson, Esq., Erez Gilad, Esq., Email: kris.hanson@paulhastings.com, eerezgilad@paulhastings.com -and- Cole Schott P.C., 500 Delaware Avenue, Suite 1410, Wilmington, Delaware 19801, Attn: Justin R. Alberto, Esq., Andrew J. Roth-Moore, Esq., Email: jalberto@coleschott.com, aroth-moore@coleschott.com.

9. **IF ANY OBJECTION TO CONFIRMATION OF THE PROPOSED PLAN IS NOT FILED AND SERVED STRICTLY AS PRESCRIBED HEREIN, THE OBJECTING PARTY MAY BE BARRED FROM OBJECTING TO CONFIRMATION OF THE PROPOSED PLAN AND MAY NOT BE HEARD AT THE CONFIRMATION HEARING.**

10. **Additional Information.** Any party in interest wishing to obtain information about the solicitation procedures or copies of the Disclosure Statement or the Proposed Plan should contact the Debtors' voting and tabulation agent, KCC, in writing: Cano Health, Inc., et al., Ballot Processing Center c/o KCC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, California 90245, or by email via <https://www.kcccln.net/CanoHealth/inquiry>. Interested parties may also review the Disclosure Statement and the Proposed Plan free of charge at <https://www.kcccln.net/CanoHealth>. In addition, the Disclosure Statement and Proposed Plan are on file with the Bankruptcy Court and may be reviewed for a fee by accessing the Bankruptcy Court's website: [www.deb.uscourts.gov](http://www.deb.uscourts.gov). Note that a PACER password and login are needed to access documents on the Bankruptcy Court's website. A PACER password can be obtained at: [www.pacer.psc.uscourts.gov](http://www.pacer.psc.uscourts.gov). Copies of the Disclosure Statement and Proposed Plan may also be examined by interested parties during normal business hours at the office of the Clerk of the Bankruptcy Court.

**NOTICE REGARDING CERTAIN RELEASE, EXCULPATION AND INJUNCTION PROVISIONS IN THE PROPOSED PLAN**

11. **Releases, Exculpation, and Injunctions under Article X of the Proposed Plan.** Please be advised that under Article X of the Proposed Plan:

12. **Releases by the Debtors.** As of the Effective Date, except for the right to enforce the Proposed Plan or any right or obligation arising under the Definitive Documents that remains in effect after the Effective Date, for good and valuable consideration, on and after the Effective Date, the Released Parties' shall be deemed released and discharged by the Debtors, the Reorganized Debtors, and the Estates, and any person seeking to exercise the rights of the Estates, and any successors to the Debtors or any Estate representative appointed or selected pursuant to section 1123(b)(3) of the Bankruptcy Code, from any and all Claims, obligations, rights, suits, judgments, damages, demands, debts, Liens, Causes of Action, remedies, losses, and liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of the Debtors, the Reorganized Debtors, or the Estates, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, matured or unmatured, contingent or fixed, existing or hereinafter arising, in law, equity or otherwise, that the Debtors, the Reorganized Debtors, or the Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Estates, the conduct of the Debtors' businesses, the Chapter 11 Cases, the purchase, sale or rescission of the purchase or sale of any Security of the Debtors or the Reorganized Debtors, the DIP Facility, the DIP Documents, the Restructuring Support Agreement, the Definitive Documents, the Sale Process, the First Lien Credit Agreements (and the Loan Documents as defined therein), the Senior Notes Indenture, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Proposed Plan, the business or contractual arrangements between the Debtors and any Released Party, the Restructuring, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the Disclosure Statement, the Proposed Plan, and the Definitive Documents, or any related agreements, instruments, or other documents, and the negotiation, formulation, or preparation thereof, the solicitation of votes with respect to the Proposed Plan, or any other act or omission, in all cases based upon any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date; provided, that, nothing in Section 10.6(a) of the Proposed Plan shall be construed to release (i) the Released Parties from intentional fraud, willful misconduct, or gross negligence, in each case as determined by a Final Order or (ii) any Retained Causes of Action, which, for the avoidance of doubt, shall not include any Preference Actions, which shall be deemed automatically waived and released on the Effective Date in accordance with Section 10.6(a) of the Proposed Plan.

13. **Releases by Holders of Claims and Interests.** As of the Effective Date, except for the right to enforce the Proposed Plan or any right or obligation arising under the Definitive Documents that remains in effect after the Effective Date, for good and valuable consideration, on and after the Effective Date, for good and valuable consideration, except as specifically set forth elsewhere in the Proposed Plan, the Releasing Parties' conclusively, absolutely, unconditionally, irrevocably, and forever discharge and release (and each entity so discharged and released shall be deemed discharged and released by the Releasing Parties) the Released Parties and their respective property from any and all Claims, obligations, rights, suits, judgments, damages, demands, debts, Liens, Causes of Action, remedies, losses, and liabilities whatsoever (including contract claims, claims under ERISA and all other statutory claims, claims for contributions, withdrawal liability, reallocation liability, redermination liability, interest on any amounts, liquidated damages, claims for attorneys' fees or any costs or expenses whatsoever), including any derivative claims, asserted or assertable on behalf of a Debtor, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, matured or unmatured, contingent or fixed, existing or hereinafter arising, in law, equity or otherwise, that such Entity would have been legally entitled to assert in its own right (whether individually or collectively) based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Estates, the Restructuring, the Chapter 11 Cases, the purchase, sale or rescission of the purchase or sale of any Security of the Debtors or the Reorganized Debtors, the DIP Facility, the DIP Documents, the Restructuring Support Agreement, the Definitive Documents, the Sale Process, the First Lien Credit Agreements, the Senior Notes Indenture, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Proposed Plan, the business or contractual arrangements between any Debtor and any Released Party (other than assumed contracts or leases), the restructuring of Claims and Interests before or during the Chapter 11 Cases, the negotiation, formulation, preparation or consummation of the Proposed Plan (including the Plan Supplement), the Definitive Documents, or any related agreements, instruments or other documents, or the solicitation of votes with respect to the Proposed Plan, in all cases based upon any other act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date. For the avoidance of doubt, nothing in Section 10.6(b) of the Proposed Plan shall be construed to release (i) the Released Parties from intentional fraud, willful misconduct, or gross negligence, in each case as determined by a Final Order or (ii) any current or former part of the Debtors from pursuing any Claim against any non-Debtor party that is not a Released Party, including any non-Debtor provider that is not a Released Party, for any acts or omissions arising out of or relating to any Claims for medical malpractice.

14. **Exculpation.** Notwithstanding anything in the Proposed Plan to the contrary, and to the maximum extent permitted by applicable law, no Exculpated Party will have or incur, and each Exculpated Party is hereby released and exculpated from, any claim, obligation, suit, judgment, damage, demand, debt, right, cause of action, remedy, loss, and liability for any act or omission taken on or after the Petition Date and prior to or on the Effective Date relating to, in any way, or arising out of, the Chapter 11 Cases, the negotiation, formulation, preparation, dissemination, implementation, administration, confirmation, consummation, and pursuit of the Disclosure Statement, the Restructuring Transactions, the Proposed Plan, or the solicitation of votes for, or confirmation of, the Proposed Plan, the funding or consummation of the Proposed Plan (including the Plan Supplement), the Patient Care Ombudsman's evaluations, reports, pleadings, or other writings filed by or on behalf of the Patient Care Ombudsman in or in connection with the Chapter 11 Cases, the Definitive Documents, or any related agreements, instruments, or other documents, the solicitation of votes on the Proposed Plan, the offer, issuance, and distribution of any Securities issued or to be issued pursuant to the

Proposed Plan, whether or not such distribution occurs following the Effective Date, the occurrence of the Effective Date, the Sale Process, negotiations regarding or concerning any of the foregoing, or the administration of the Proposed Plan or property to be distributed under the Proposed Plan, except for actions determined by Final Order to constitute gross negligence, willful misconduct, or intentional fraud. This exculpation shall be in addition to, and not in limitation of, all other releases, indemnities, exculpations and any other applicable law or rules protecting such Exculpated Parties' from liability.

15. **Injunction**

(a) Upon entry of the Confirmation Order, all holders of Claims and Interests and other parties in interest, along with their respective present or former employees, agents, officers, directors, principals, and affiliates, shall be enjoined from taking any actions to interfere with the implementation or consummation of the Proposed Plan in relation to any Claim or Interest extinguished, discharged, released or treated pursuant to the Proposed Plan.

(b) Except as expressly provided in the Proposed Plan, the Confirmation Order, or a separate order of the Bankruptcy Court or as agreed to by the Debtors and a holder of a Claim against or interest in the Debtors, all Entities who have held, hold, or may hold Claims against or Interests in any or all of the Debtors (whether proof of such Claims or Interests has been filed or not and whether or not such Entities vote in favor of, against or abstain from voting on the Proposed Plan or are presumed to have accepted or deemed to have rejected the Proposed Plan) and other parties in interest, along with their respective present or former employees, agents, officers, directors, principals, and affiliates, are permanently enjoined, on and after the Effective Date, solely with respect to any Claims, Interests, and Causes of Action that will be or are extinguished, discharged, released, or treated pursuant to the Proposed Plan from (i) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action, or other proceeding of any kind (including any proceeding in a judicial, arbitral, administrative or other forum) against or affecting the Released Parties or the property of any of the Released Parties, (ii) enforcing, levying, attaching (including any prejudgment attachment), collecting, or otherwise recovering by any manner or means, whether directly or indirectly, any judgment, award, decree, or order against the Released Parties or the property of any of the Released Parties, (iii) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any right against the Released Parties or the property of any of the Released Parties, (iv) asserting any right of setoff, directly or indirectly, against any obligation due the Released Parties or the property of any of the Released Parties, except (x) as contemplated or allowed by the Proposed Plan or (y) to the extent asserted in a timely filed Proof of Claim or timely filed objection to the confirmation of the Proposed Plan, and (v) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Proposed Plan. For the avoidance of doubt, nothing in Section 10.5(b) of the Proposed Plan shall enjoin any (i) current or former part of the Debtors from pursuing any Claim against any non-Debtor party that is not a Released Party, including any non-Debtor provider that is not a Released Party, for any acts or omissions arising out of or relating to any Claims for medical malpractice or (ii) Governmental Unit from filing a Proof of Claim on or by the Governmental Bar Date (as defined in the Bar Date Order).

(c) No Person or Entity shall seek or initiate formal or informal discovery requests, demands, or proceedings upon or from the Patient Care Ombudsman without first seeking permission, upon sufficient prior notice to the Patient Care Ombudsman, from the Bankruptcy Court.

(d) The injunctions in Section 10.5 of the Proposed Plan shall extend to any successors of the Debtors and the Reorganized Debtors and their respective property and interests in property.

Except as set forth in the Proposed Plan, election to withhold consent to the releases contained within Section 10.6(b) of the Proposed Plan is at the holders' option.

16. The Proposed Plan also contains other related provisions that may affect your rights against the Debtors.

**YOU ARE ADVISED TO CAREFULLY REVIEW AND CONSIDER THE PROPOSED PLAN, INCLUDING THE DISCHARGE, INJUNCTION, RELEASE, AND EXCULPATION PROVISIONS, AS YOUR RIGHTS MAY BE AFFECTED.**

Dated: May 21, 2024, Wilmington, Delaware. */s/ Michael J. Merchant*, RICHARDS, LAYTON & FINGER, P.A., Mark D. Collins (No. 2981), Michael J. Merchant (No. 3854), Amanda R. Steele (No. 5330), 920 North King Street, Wilmington, Delaware 19801, Telephone: 302-651-7700, Email: collins@rlf.com, merchant@rlf.com, steale@rlf.com -and- WEIL, GOTSHAL & MANGES LLP, Gary T. Holtzer (admitted pro hac vice), Jessica Liou (admitted pro hac vice), Matthew P. Goren (admitted pro hac vice), Kevin Bostel (admitted pro hac vice), 767 Fifth Avenue, New York, New York 10153, Telephone: (212) 310-8000, Emails: gary.holtzer@weil.com, jessica.liou@weil.com, matthew.goren@weil.com, kevin.bostel@weil.com, Attorneys for the Debtors and the Debtors in Possession

<sup>1</sup> The last four digits of Cano Health, Inc.'s tax identification number are 4224. A complete list of the Debtors in the chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://www.kcccln.net/CanoHealth>. The Debtors' mailing address is 9725 NW 117th Avenue, Miami, Florida 33178.

<sup>2</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Disclosure Statement or the Proposed Plan (as defined therein), as applicable, or as the context otherwise requires.

<sup>3</sup> **Released Parties** means, collectively, and in each case, solely in their capacities as such: (a) the Debtors, (b) the Reorganized Debtors, (c) each Consenting Creditor, (d) the DIP Agent, (e) the DIP Lenders and the DIP Backstop Parties, (f) the Fronting Lender, (g) the Escrow Agent, (h) the Ad Hoc First Lien Group and the Prepetition Secured Parties, (i) the Senior Notes Indenture Trustee, (j) the Patient Care Ombudsman, (k) the Exit Facility Agent, (l) the Exit Facility Lenders, (m) the Creditors' Committee and its members, (n) the Total Health Sellers, (o) Mark D. Kent, (p) Frederick Green, in his capacity as former officer of the Debtors, (q) Jacqueline Guichelaar, in her capacity as former director of the Debtors, and (r) with respect to each of the foregoing, all Related Parties. For the avoidance of doubt and notwithstanding anything in the Proposed Plan or in any Definitive Document to the contrary, (a) the Debtors' officers, directors, and the Debtor Professionals employed at any time on and after the Petition Date through the Effective Date shall be Released Parties under the Proposed Plan and (y) the Debtors' former employees, officers and directors, or any former employee, member, manager, officer or director of any predecessor in interest of the Debtors employed prior to, but not on or after, the Petition Date (other than as enumerated in (p) and (q) in Section 1.186 of the Proposed Plan) shall not be Released Parties under the Proposed Plan.

<sup>4</sup> **Releasing Parties** means, collectively, and in each case solely in their capacity as such: (a) the Debtors, (b) the Reorganized Debtors, (c) the Consenting Creditors, (d) the DIP Agent, (e) the DIP Lenders and the DIP Backstop Parties, (f) the Fronting Lender, (g) the Escrow Agent, (h) the Ad Hoc First Lien Group and the Prepetition Secured Parties, (i) the Senior Notes Indenture Trustee, (j) the Patient Care Ombudsman, (k) the Exit Facility Agent, (l) the Exit Facility Lenders, (m) the Total Health Sellers, (n) Mark D. Kent, (o) the Creditors' Committee and its members, (p) the Holders of Claims or Interests that vote to accept the Proposed Plan and do not opt out of granting the releases set forth in the Proposed Plan; provided, that, if a Person or Entity is not a "Releasing Party," then its Related Parties (in their capacities as such) are not Releasing Parties.

<sup>5</sup> **Exculpated Parties** means, collectively, in each case, solely in their capacities as such: (a) the Debtors, (b) the Debtors' managers, directors, officers who served at any time between the Petition Date and the Effective Date, (c) Professionals retained by order of the Bankruptcy Court to represent the Debtors or the Creditors' Committee, including professionals retained pursuant to the OCP Order, (d) the Creditors' Committee and its members, (e) the Patient Care Ombudsman, and (f) with respect to each of the foregoing, all Related Parties who acted on their behalf in connection with the matters as to which exculpation is provided pursuant to the Proposed Plan, solely to the extent such Related Parties are Estate fiduciaries. For the avoidance of doubt and notwithstanding anything in the Proposed Plan or in any Definitive Document to the contrary, (x) the Debtors' managers, officers and directors employed at any time between the Petition Date and the Effective Date shall be Exculpated Parties under the Proposed Plan and (y) all of the Debtors' officers and directors employed prior to, but not on or after, the Petition Date shall not be Exculpated Parties under the Proposed Plan.



FROM PAGE 5A

# DRUGS

sold the samples, also has pleaded guilty to conspiracy to commit wire fraud. Gregory Muñoz, 45, of Minneola, west of Orlando, is set to be sentenced July 23. Muñoz sold products from the company to several universities in Florida, including UF, court records said.

Yu emailed Muñoz in 2020 and said his employer needed 10 boxes of cholera toxin, which he acknowledged was a substance heavily regulated by the U.S. government.

“This is the cholera toxin,” Muñoz replied. “Remember, we had issues in the past and they require a lot of documentation signed by the university.”

Muñoz discovered in December 2022 that his employer was investigating him and warned Yu, who continued to place hundreds of new orders to ship to China in 2023, court records said. “Wow, I am really screwed now,” Muñoz wrote. “Anti-bribery, anti-kickback.”

Last year, in February, Yu emailed Muñoz and asked, “Do you still need Leticia to send you this order?”

Muñoz and his lawyer, Fritz J. Scheller, of Orlando, also did not immediately return a phone message.

A third person, Jonathan Rok Thyng, 47, who lived at the same address as Yu in Gibsonton, agreed to plead guilty to conspiracy to commit a federal crime and faces up to five years in prison and a \$250,000 fine. Prosecutors said Thyng ordered some of the biomedical substances and shipped some of the packages to China. He was expected to formally enter his plea June 18.

Thyng and his lawyer, Bjorn Erik Brunvand, of Clearwater, also did not immediately return a phone message.

Prosecutors said U.S. Customs and Border Protection seized an April 2023 shipment that Thyng sent from Tampa to China containing biomedical items ordered by the UF marketing student and others.

The Department of Justice said orders placed through UF qualified for significant discounts — prosecutors said the scheme’s organizers paid \$4.9 million for \$13.7 million worth of biomedical supplies — and included free items and free overnight shipping.

Prosecutors said in court records they would recommend leniency for Yu, Muñoz and Thyng because they promised to cooperate with investigators and accepted responsibility for their crimes. Prosecutors said all are American citizens. The DOJ asked the judge to order Yu and Muñoz each to forfeit \$100,000, which it said was how much Yu and Muñoz had earned over the years.

## COMPANY REPORTS SCHEME TO FEDS

The scheme unraveled when the company —

known as MilliporeSigma, a subsidiary of Merck KGaA of Darmstadt, Germany — discovered the ruse involving UF and reported its involvement to the U.S. government. Under new DOJ rules, such companies that self-report export violations and cooperate can escape prosecution.

The company said Friday that it fired Muñoz and cooperated with investigators to avoid prosecution. This was the first time those rules were applied, the government said.

“Because of MilliporeSigma’s timely disclosure and exceptional cooperation, a rogue company insider and his accomplice pled guilty to fraudulently diverting millions of dollars’ worth of biochemicals to China, and the company will not be prosecuted,” said Deputy Attorney General Lisa Monaco in Washington.

“As national security and corporate crime increasingly intersect, companies that step up and own up under the department’s voluntary self-disclosure programs can help themselves and our nation,” she added.

# PUBLIC HEARING

The Miami-Dade County Transportation Disadvantaged (TD) Local Coordinating Board (LCB) will hold a Public Hearing on Wednesday, June 12, 2024, at 10:30 AM in the Miami-Dade Transportation Planning Organization Offices located at 150 West Flagler Street, Suite 1924 Miami, FL 33130 for the purpose of receiving input regarding unmet needs or any other area(s) that relate to the local transportation services for the TD community. All interested parties are invited to attend.

For further information, please contact the LCB Coordinator Jeannine Gaslonde at (305) 375-1739, or Jeannine.Gaslonde@mdtpo.org

*It is the policy of the Miami-Dade TPO to comply with all requirements of the Americans with Disabilities Act. For assistance, please call 305-375-1888 at least five business days in advance.*



## CITY OF DORAL NOTICE OF PUBLIC HEARING

All residents, property owners and other interested parties are hereby notified a **LOCAL PLANNING AGENCY MEETING** on **June 12, 2024 beginning at 5:30 PM** to consider an amendment to the City’s Official Zoning Map. This meeting will be held at the **City of Doral, Government Center, Council Chambers located at 8401 NW 53rd Terrace, Doral, Florida, 33166.**

The City of Doral proposes to adopt the following Resolution:

### RESOLUTION No. 24-

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, SITTING AS THE LOCAL PLANNING AGENCY, RECOMMENDING APPROVAL / DENIAL OF, OR GOING FORWARD WITHOUT A RECOMMENDATION TO THE LOCAL GOVERNING BODY, AN AMENDMENT TO THE CITY’S OFFICIAL ZONING MAP FROM INDUSTRIAL DISTRICT (I) TO INDUSTRIAL COMMERCIAL DISTRICT (IC), FOR A ±0.028-ACRE PARCEL OF LAND LOCATED AT 10450 NORTHWEST 33 STREET; PROVIDING FOR AN EFFECTIVE DATE**

HEARING NO.: 24-06-DOR-08

APPLICANT: Harborgenix, LLC (the “Applicant”)

PROJECT NAME: Harborgenix, LLC Rezoning

PROPERTY OWNER: Harborgenix, LLC

LOCATION: 10450 NW 33 Street, Doral, FL

FOLIO NUMBER: 35-3029-118-0001

SIZE OF PROPERTY: ±0.028 acres

FUTURE LAND USE MAP CATEGORY: Industrial

ZONING DISTRICT: Industrial (I)

REQUEST: The Applicant is requesting a zoning map amendment from Industrial (I) to Industrial Commercial (IC) for the property located at 10450 NW 33 Street.

### Location Map



Inquiries regarding the item may be directed to the Planning and Zoning Department at 305-59-DORAL.

Pursuant to Section 286.0105, Florida Statutes, if a person decides to appeal any decisions made by the City Council with respect to any matter considered at such meeting or hearing, they will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law. In accordance with the Americans with Disabilities Act, any person who are disabled and who need special accommodations to participate in this meeting because of that disability should contact the Planning and Zoning Department at 305-59-DORAL no later than three (3) business days prior to the proceeding.

Connie Diaz, MMC

City Clerk

City of Doral

### IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re **CANO HEALTH, INC., et al., Debtors.**<sup>1</sup> Chapter 11 Case No. 24–10164 (KBO) (Jointly Administered)

Obj Deadline: June 21, 2024

Hearing Date: June 28, 2024

### NOTICE OF (I) APPROVAL OF DISCLOSURE STATEMENT, (II) ESTABLISHMENT OF VOTING RECORD DATE, (III) HEARING ON CONFIRMATION OF THE PROPOSED PLAN, (IV) PROCEDURES FOR OBJECTION TO THE CONFIRMATION OF THE PROPOSED PLAN, (V) PROCEDURES AND DEADLINE FOR VOTING ON THE PROPOSED PLAN

#### TO ALL PARTIES IN INTEREST:

##### PLEASE TAKE NOTICE THAT:

1. **Approval of Disclosure Statement.** On May 17, 2024, the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”) held a hearing (the “**Disclosure Statement Hearing**”) to consider approval of the *Disclosure Statement for the Fourth Amended Joint Chapter 11 Plan of Reorganization of Cano Health, Inc. and its Affiliated Debtors*, filed on May 21, 2024 [Docket No. 866] (as may be amended, supplemented, or otherwise modified, the “**Disclosure Statement**”) in Cano Health, Inc. and its debtor affiliates’ chapter 11 cases (collectively, the “**Debtors**”), and thereafter, on May 21, 2024, entered an order (the “**Order**”) with respect thereto. The Order, among other things, authorizes the Debtors to solicit votes to accept or reject the *Fourth Amended Joint Chapter 11 Plan of Reorganization of Cano Health, Inc. and its Affiliated Debtors*, filed on May 21, 2024 [Docket No. 864] (as may be amended, supplemented, or otherwise modified, the “**Proposed Plan**”).

2. **Confirmation Hearing.** A hearing to consider confirmation of the Proposed Plan (the “**Confirmation Hearing**”) has been scheduled before the Honorable Karen B. Owens, United States Bankruptcy Judge, in the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”), 824 North Market Street, 6th Floor, Courtroom 3, Wilmington, Delaware 19801, on **June 28, 2024 at 9:30 a.m. (prevailing Eastern Time)**. The Confirmation Hearing may be adjourned or continued from time to time by the Bankruptcy Court or the Debtors without further notice other than adjournments announced in open court or as indicated in any notice of agenda of matters scheduled for hearing filed by the Debtors with the Bankruptcy Court. The Proposed Plan may be modified, if necessary, prior to, during or as a result of the Confirmation Hearing.

3. **Voting Record Date.** The following holders of Claims and/or Interests against the Debtors as of **5:00 p.m. (prevailing Eastern Time) on May 17, 2024 (the “Voting Record Date”)** are entitled to vote on the Proposed Plan:

Class	Description
Class 3	First Lien Claims
Class 4	RSA GUC Claims
Class 5	Non-RSA GUC Claims
Class 6	Convenience Claims

4. **Voting Deadline.** All votes to accept or reject the Proposed Plan must be **actually received** by the Debtors’ voting and tabulation agent, Kurtzman Carson Consultants LLC (“**KCC**”), by no later than **June 21, 2024 at 5:00 p.m. (prevailing Eastern Time)** (the “**Voting Deadline**”). Any failure to follow the voting instructions included with your Ballot may disqualify your Ballot and your vote.

5. **Parties in Interest Not Entitled to Vote.** Holders of Unimpaired Claims and/or Interests in classes deemed to accept the Proposed Plan are not entitled to vote and will not receive a Ballot. In addition, holders of impaired Claims in classes deemed to reject the Proposed Plan are not entitled to vote and will not receive a Ballot. Such holders will instead receive a Notice of Non-Voting Status. If you disagree with the amount set forth by the Debtors for your Claim in the Schedules or if you have filed a proof of claim and disagree with either (i) the Debtors’ objection to your Claim and believe that you should be entitled to vote on the Proposed Plan; or (ii) the Debtors’ classification or request for estimation of your Claim and believe that you should be entitled to vote on the Proposed Plan in a different amount or class, then you must serve on the parties identified in paragraph 8 below and file with the Bankruptcy Court a motion (a “**Rule 3018(a) Motion**”) for an order pursuant to Rule 3018(a) of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”) temporarily allowing your Claim in a different amount or in a different class for purposes of voting to accept or reject the Proposed Plan. All Rule 3018(a) Motions must be filed on or before **June 17, 2024 at 5:00 p.m. (prevailing Eastern Time)**. Rule 3018(a) Motions that are not timely filed and served in the manner set forth above shall not be considered. As to any creditor filing a Rule 3018(a) Motion, such creditor’s Ballot will be counted as provided in the Order except as may be otherwise ordered by the Bankruptcy Court. Creditors may contact KCC in writing at Cano Health, Inc., et al., Ballot Processing Center c/o KCC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, California 90245, or by email via <https://www.kccdc.net/CanoHealth/Inquiry>, or by telephone at 1-888-251-2679 (Domestic) or 310-751-2609 (International) to receive an appropriate Ballot for any Claim for which a Proof of Claim has been timely filed and a Rule 3018(a) Motion has been granted.

6. **Objections to Confirmation.** The deadline to object or respond to confirmation of the Proposed Plan is **June 21, 2024 at 5:00 p.m. (prevailing Eastern Time)** (the “**Plan Objection Deadline**”).

7. Objections and responses, if any, to confirmation of the Proposed Plan, must: (i) be in writing; (ii) conform to the Bankruptcy Rules and the Local Bankruptcy Rules; (iii) set forth the name of the objecting party and the nature and amount of Claims or Interests held or asserted by the objecting party against the Debtors’ estates or property; (iv) provide the basis for the objection and the specific grounds therefor, and provide proposed language that, if accepted and incorporated by the Debtors, would obviate such objection; and (v) be filed, together with proof of service.

8. Registered users of the Bankruptcy Court’s case filing system must electronically file their objections and responses. All other parties in interest must file their objections and responses in writing with the United States Bankruptcy Court Clerk’s Office, 824 Market Street, 6th Floor, Courtroom 3, Wilmington, Delaware 19801 to the attention of the chambers of the Honorable Karen B. Owens, United States Bankruptcy Judge.

Any objections or responses must be served so that they are **actually received** by the following parties no later than the Plan Objection Deadline: (i) **Debtors:** Cano Health, Inc., et al., 9725 NW 117th Avenue, Miami, Florida 33178, Attn: Mark Kent, Chief Executive Officer; David Armstrong, General Counsel; (ii) **Office of the U.S. Trustee:** Office of the U.S. Trustee for the District of Delaware, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn: Benjamin A. Hackman, Esq., Jon Lipschitz, Esq., Email: Benjamin.A.Hackman@usdoj.gov, Jon.Lipschitz@usdoj.gov; (iii) **Counsel to the Debtors:** Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153, Attn: Gary J. Holtzer, Esq., Jessica Liou, Esq., Matthew P. Goren, Esq., Kevin Bostel, Esq., Email: gary.holtzer@weil.com, jessica.liou@weil.com, matthew.goren@weil.com, kevin.bostel@weil.com; (iv) **Counsel to the Debtors:** Richards, Layton, & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, Delaware 19801, Attn: Michael J. Merchant, Esq., Amanda R. Steele, Esq., Email: merchant@rlf.com, steeler@rlf.com; (v) **Counsel to the Ad Hoc First Lien Group:** Gibson, Dunn & Crutcher LLP, 200 Park Ave, New York, NY 10166, Attn: Scott J. Greenberg, Esq., Michael J. Cohen, Esq., Christina M. Brown, Esq., Email: SGreenberg@gibsondunn.com, MCohen@gibsondunn.com, Christina.Brown@gibsondunn.com -and- Pachelski, Stang, Ziehl & Jones LLP, 919 North Market Street #1700, Wilmington, Delaware 19801, Attn: Laura Davis Jones, Esq., James O’Neill, Esq., Email: jones@pszlaw.com, jonell@pszlaw.com; (vi) **Counsel to the DIP Agent:** ArentFox Schiff LLP, 1301 Avenue of the Americas, 42nd Floor, New York, NY 10019, Attn: Jeffrey R. Gleit, Esq., Email: jeffrey.gleit@afslaw.com; (vii) **Counsel to Credit Suisse AG, Cayman Islands Branch, Administrative Agent and Collateral Agent under the CS Credit Agreement:** Freshfields Bruckhaus Deringer US LLP, 601 Lexington Avenue, New York, NY 10022, Attn: Mark F. Liscio, Esq., Scott D. Talmadge, Esq., Email: mark.liscio@freshfields.com, scott.talmadge@freshfields.com; (viii) **Counsel to JPMorgan Chase Bank, N.A., Administrative Agent and Collateral Agent under Side-Car Credit Agreement:** White & Case LLP, 1221 Avenue of the Americas, New York, New York 10020-1095, Attn: Kerrick Seay, Esq., David Ridley, Esq., Andrew Zatz, Esq., Email: kerrick.seay@whitecase.com, David.Ridley@whitecase.com, azatz@whitecase.com; (ix) **Counsel to U.S. Bank National Association Indenture Trustee for the Senior Notes U.S. Bank National Association:** Kelley Drye & Warren

LLP, 3 World Trade Center, 175 Greenwich Street, New York, NY 10007, Attn: James S. Carr, Esq., Kristin S. Elliott, Esq., Email: jcarr@kelleydrye.com, kelliott@kelleydrye.com; and (x) **Counsel to the Creditors’ Committee:** Paul Hastings LLP, 200 Park Avenue, New York, New York 10166, Attn: Kris Hansen, Esq., Erez Gilad, Esq., Email: krishansen@paulhastings.com, erezgilad@paulhastings.com -and- Cole Schotz P.C., 500 Delaware Avenue, Suite 1410, Wilmington, Delaware 19801, Attn: Justin R. Alberto, Esq., Andrew J. Roth-Moore, Esq., Email: jalberto@coleschotz.com, aroth-moore@coleschotz.com.

9. **IF ANY OBJECTION TO CONFIRMATION OF THE PROPOSED PLAN IS NOT FILED AND SERVED STRICTLY AS PRESCRIBED HEREIN, THE OBJECTING PARTY MAY BE BARRED FROM OBJECTING TO CONFIRMATION OF THE PROPOSED PLAN AND MAY NOT BE HEARD AT THE CONFIRMATION HEARING.**

10. **Additional Information.** Any party in interest wishing to obtain information about the solicitation procedures or copies of the Disclosure Statement or the Proposed Plan should contact the Debtors’ voting and tabulation agent, KCC, in writing: Cano Health, Inc., et al., Ballot Processing Center c/o KCC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, California 90245, or by email via <https://www.kccdc.net/CanoHealth/Inquiry>. Interested parties may also review the Disclosure Statement and the Proposed Plan free of charge at <https://www.kccdc.net/CanoHealth>. In addition, the Disclosure Statement and Proposed Plan are on file with the Bankruptcy Court and may be reviewed for a fee by accessing the Bankruptcy Court’s website: [www.deb.uscourts.gov](http://www.deb.uscourts.gov). Note that a PACER password and login are needed to access documents on the Bankruptcy Court’s website. A PACER password can be obtained at: [www.pacer.psc.uscourts.gov](http://www.pacer.psc.uscourts.gov). Copies of the Disclosure Statement and Proposed Plan may also be examined by interested parties during normal business hours at the office of the Clerk of the Bankruptcy Court.

### NOTICE REGARDING CERTAIN RELEASE, EXCULPATION AND INJUNCTION PROVISIONS IN THE PROPOSED PLAN

11. **Releases, Exculpation, and Injunctions under Article X of the Proposed Plan. Please be advised that under Article X of the Proposed Plan:**

12. **Releases by the Debtors.** As of the Effective Date, except for the right to enforce the Proposed Plan or any right or obligation arising under the Definitive Documents that remains in effect after the Effective Date, for good and valuable consideration, on and after the Effective Date, the Released Parties’ shall be deemed released and discharged by the Debtors, the Reorganized Debtors, and the Estates, and any Person seeking to exercise the rights of the Estates, and any successors to the Debtors or any Estate representative appointed or selected pursuant to section 1123(b)(3) of the Bankruptcy Code, from any and all Claims, obligations, rights, suits, judgments, damages, demands, debts, Liens, Causes of Action, remedies, losses, and liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of the Debtors, the Reorganized Debtors, or the Estates, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, matured or unmatured, contingent or fixed, existing or hereinafter arising, in law, equity or otherwise, that the Debtors, the Reorganized Debtors, or the Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Estates, the conduct of the Debtors’ businesses, the Chapter 11 Cases, the purchase, sale or rescission of the purchase or sale of any Security of the Debtors or the Reorganized Debtors, the DIP Facility, the DIP Documents, the Restructuring Support Agreement, the Definitive Documents, the Sale Process, the First Lien Credit Agreements (and the Loan Documents as defined therein), the Senior Notes Indenture, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Proposed Plan, the business or contractual arrangements between the Debtors and any Released Party, the Restructuring, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the Disclosure Statement, the Proposed Plan, and the Definitive Documents, or any related agreements, instruments, or other documents, and the negotiation, formulation, or preparation thereof, the solicitation of votes with respect to the Proposed Plan, or any other act or omission, in all cases based upon any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date; *provided*, that, nothing in Section 10.6(a) of the Proposed Plan shall be construed to release (i) the Released Parties from intentional fraud, willful misconduct, or gross negligence, in each case as determined by a Final Order or (ii) any Retained Causes of Action, which, for the avoidance of doubt, shall not include any Preference Actions, which shall be deemed automatically waived and released on the Effective Date in accordance with Section 10.6(a) of the Proposed Plan.

13. **Releases by Holders of Claims and Interests.** As of the Effective Date, except for the right to enforce the Proposed Plan or any right or obligation arising under the Definitive Documents that remains in effect after the Effective Date, for good and valuable consideration, on and after the Effective Date, for good and valuable consideration, except as specifically set forth elsewhere in the Proposed Plan, the Releasing Parties’ conclusively, absolutely, unconditionally, irrevocably, and forever discharge and release (and each entity so discharged and released shall be deemed discharged and released by the Releasing Parties) the Released Parties and their respective property from any and all Claims, obligations, rights, suits, judgments, damages, demands, debts, Liens, Causes of Action, remedies, losses, and liabilities whatsoever (including contract claims, claims under ERISA and all other statutory claims, claims for contributions, withdrawal liability, reallocation liability, redermination liability, interest on any amounts, liquidated damages, claims for attorneys’ fees or any costs or expenses whatsoever), including any derivative claims, asserted or assertable on behalf of a Debtor, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, matured or unmatured, contingent or fixed, existing or hereinafter arising, in law, equity or otherwise, that such Entity would have been legally entitled to assert in its own right (whether individually or collectively) based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Estates, the Restructuring, the Chapter 11 Cases, the purchase, sale or rescission of the purchase or sale of any Security of the Debtors or the Reorganized Debtors, the DIP Facility, the DIP Documents, the Restructuring Support Agreement, the Definitive Documents, the Sale Process, the First Lien Credit Agreements, the Senior Notes Indenture, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Proposed Plan, the business or contractual arrangements between any Debtor and any Released Party (other than assumed contracts or leases), the restructuring of Claims and Interests before or during the Chapter 11 Cases, the negotiation, formulation, preparation or consummation of the Proposed Plan (including the Plan Supplement), the Definitive Documents, or any related agreements, instruments or other documents, or the solicitation of votes with respect to the Proposed Plan, in all cases based upon any other act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date. For the avoidance of doubt, nothing in Section 10.6(b) of the Proposed Plan shall be construed to release (i) the Released Parties from intentional fraud, willful misconduct, or gross negligence, in each case as determined by a Final Order or (ii) any current or former patient of the Debtors from pursuing any Claim against any non-Debtor party that is not a Released Party, including any non-Debtor provider that is not a Released Party, for any acts or omissions arising out of or relating to any Claims for medical malpractice.

14. **Exculpation.** Notwithstanding anything in the Proposed Plan to the contrary, and to the maximum extent permitted by applicable law, no Exculpated Party will have or incur, and each Exculpated Party is hereby released and exculpated from, any claim, obligation, suit, judgment, damage, demand, debt, right, cause of action, remedy, loss, and liability for any act or omission taken on or after the Petition Date and prior to or on the Effective Date relating to, in any way, or arising out of, the Chapter 11 Cases, the negotiation, formulation, preparation, dissemination, implementation, administration, confirmation, consummation, and pursuit of the Disclosure Statement, the Restructuring Transactions, the Proposed Plan, or the solicitation of votes for, or confirmation of, the Proposed Plan, the funding or consummation of the Proposed Plan (including the Plan Supplement), the Patient Care Ombudsman’s evaluations, reports, pleadings, or other writings filed by or on behalf of the Patient Care Ombudsman in or in connection with the Chapter 11 Cases, the Definitive Documents, or any related agreements, instruments, or other documents, the solicitation of votes on the Proposed Plan, the offer, issuance, and distribution of any Securities issued or to be issued pursuant to the

Proposed Plan, whether or not such distribution occurs following the Effective Date, the occurrence of the Effective Date, the Sale Process, negotiations regarding or concerning any of the foregoing, or the administration of the Proposed Plan or property to be distributed under the Proposed Plan, except for actions determined by Final Order to constitute gross negligence, willful misconduct, or intentional fraud. This exculpation shall be in addition to, and not in limitation of, all other releases, indemnities, excutations and any other applicable law or rules protecting such Exculpated Parties’ from liability.

### 15. Injunction

(a) Upon entry of the Confirmation Order, all holders of Claims and Interests and other parties in interest, along with their respective present or former employees, agents, officers, directors, principals, and affiliates, shall be enjoined from taking any actions to interfere with the implementation or consummation of the Proposed Plan in relation to any Claim or Interest extinguished, discharged, released or treated pursuant to the Proposed Plan.

(b) Except as expressly provided in the Proposed Plan, the Confirmation Order, or a separate order of the Bankruptcy Court or as agreed to by the Debtors and a holder of a Claim against or Interest in the Debtors, all Entities who have held, hold, or may hold Claims against or Interests in any or all of the Debtors (whether proof of such Claims or Interests has been filed or not and whether or not such Entities vote in favor of, against or abstain from voting on the Proposed Plan or are presumed to have accepted or deemed to have rejected the Proposed Plan) and other parties in interest, along with their respective present or former employees, agents, officers, directors, principals, and affiliates, are permanently enjoined, on and after the Effective Date, solely with respect to any Claims, Interests, and Causes of Action that will be or are extinguished, discharged, released, or treated pursuant to the Proposed Plan from (i) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action, or other proceeding of any kind (including any proceeding in a judicial, arbitral, administrative or other forum) against or affecting the Released Parties or the property of any of the Released Parties, (ii) enforcing, levying, attaching (including any prejudgment attachment), collecting, or otherwise recovering by any manner or means, whether directly or indirectly, any judgment, award, decree, or order against the Released Parties or the property of any of the Released Parties, (iii) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against the Released Parties or the property of any of the Released Parties, (iv) asserting any right of setoff, directly or indirectly, against any obligation due the Released Parties or the property of any of the Released Parties, except (x) as contemplated or allowed by the Proposed Plan or (y) to the extent asserted in a timely filed Proof of Claim or timely filed objection to the confirmation of the Proposed Plan, and (v) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Proposed Plan. For the avoidance of doubt, nothing in Section 10.5(b) of the Proposed Plan shall enjoin any (i) current or former patient of the Debtors from pursuing any Claim against any non-Debtor party that is not a Released Party, including any non-Debtor provider that is not a Released Party, for any acts or omissions arising out of or relating to any Claims for medical malpractice or (ii) Governmental Unit from filing a Proof of Claim on or by the Governmental Bar Date (as defined in the Bar Date Order).

(c) No Person or Entity shall seek or initiate formal or informal discovery requests, demands, or proceedings upon or from the Patient Care Ombudsman without first seeking permission, upon sufficient prior notice to the Patient Care Ombudsman, from the Bankruptcy Court.

(d) The injunctions in Section 10.5 of the Proposed Plan shall extend to any successors of the Debtors and the Reorganized Debtors and their respective property and interests in property.

Except as is set forth in the Proposed Plan, election to withhold consent to the releases contained within Section 10.6(b) of the Proposed Plan is at the holders’ option.

16. The Proposed Plan also contains other related provisions that may affect your rights against the Debtors.

**YOU ARE ADVISED TO CAREFULLY REVIEW AND CONSIDER THE PROPOSED PLAN, INCLUDING THE DISCHARGE, INJUNCTION, RELEASE, AND EXCULPATION PROVISIONS, AS YOUR RIGHTS MAY BE AFFECTED.**

Dated: May 21, 2024, Wilmington, Delaware. /s/ Michael J. Merchant — RICHARDS, LAYTON & FINGER, P.A., Mark D. Collins (No. 2981), Michael J. Merchant (No. 3854), Amanda R. Steele (No. 5530), 920 North King Street, Wilmington, Delaware 19801, Telephone: 302-651-7700, Email: collins@rlf.com, merchant@rlf.com, steeler@rlf.com -and- WEIL, GOTSHAL & MANGES LLP, Gary J. Holtzer (admitted pro hac vice), Jessica Liou (admitted pro hac vice), Matthew P. Goren (admitted pro hac vice), Kevin Bostel (admitted pro hac vice), 767 Fifth Avenue, New York, New York 10153, Telephone: (212) 310-8000, Email: gary.holtzer@weil.com, jessica.liou@weil.com, matthew.goren@weil.com, kevin.bostel@weil.com, Attorneys for the Debtors and the Debtors in Possession

<sup>1</sup> The last four digits of Cano Health, Inc.’s tax identification number are 4224. A complete list of the Debtors in the chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://www.kccdc.net/CanoHealth>. The Debtors’ mailing address is 9725 NW 117th Avenue, Miami, Florida 33178.

<sup>2</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Disclosure Statement or the Proposed Plan (as defined herein), as applicable, or as the context otherwise requires.

<sup>3</sup> **Released Parties** means, collectively, and in each case, solely in their capacities as such: (a) the Debtors, (b) the Reorganized Debtors, (c) the Consenting Creditors, (d) the DIP Agent, (e) the DIP Lenders and the DIP Backstop Parties, (f) the Fronting Lender, (g) the Escrow Agent, (h) the Ad Hoc First Lien Group and the Prepetition Secured Parties, (i) the Senior Notes Indenture Trustee, (j) the Patient Care Ombudsman, (k) the Exit Facility Agent, (l) the Exit Facility Lenders, (m) the Creditors’ Committee and its members, (n) the Total Health Sellers, (o) Mark D. Kent, (p) Frederick Green, in his capacity as former officer of the Debtors, (q) Jacqueline Guichelaar, in her capacity as former director of the Debtors, and (r) with respect to each of the foregoing, all Related Parties. For the avoidance of doubt and notwithstanding anything in the Proposed Plan or in any Definitive Document to the contrary, (x) the Debtors’ officers, directors, and the Debtor Professionals employed at any time on and after the Petition Date through the Effective Date shall be Released Parties under the Proposed Plan and (y) the Debtors’ former employees, officers and directors, or any former employee, member, manager, officer or director of any predecessor in interest of the Debtors employed prior to, but not on or after, the Petition Date (other than as enumerated in (p) and (q) in Section 1.186 of the Proposed Plan) shall not be Released Parties under the Proposed Plan.

<sup>4</sup> **Releasing Parties** means, collectively, and in each case solely in their capacity as such: (a) the Debtors, (b) the Reorganized Debtors, (c) the Consenting Creditors, (d) the DIP Agent, (e) the DIP Lenders and the DIP Backstop Parties, (f) the Fronting Lender, (g) the Escrow Agent, (h) the Ad Hoc First Lien Group and the Prepetition Secured Parties, (i) the Senior Notes Indenture Trustee, (j) the Patient Care Ombudsman, (k) the Exit Facility Agent, (l) the Exit Facility Lenders, (m) the Total Health Sellers, (n) Mark D. Kent, (o) the Creditors’ Committee and its members, (p) the Holders of Claims or Interests that vote to accept the Proposed Plan and do not opt out of granting the releases set forth in the Proposed Plan; *provided*, that, if a Person or Entity is not a “Releasing Party,” then its Related Parties (in their capacities as such) are not Releasing Parties.

<sup>5</sup> **Exculpated Parties** means, collectively, in each case, solely in their capacities as such: (a) the Debtors, (b) the Debtors’ managers, directors, and officers who served at any time between the Petition Date and the Effective Date, (c) Professionals retained by order of the Bankruptcy Court to represent the Debtors or the Creditors’ Committee, including professionals retained pursuant to the OCP Order, (d) the Creditors’ Committee and its members, (e) the Patient Care Ombudsman, and (f) with respect to each of the foregoing, all Related Parties who acted on their behalf in connection with the matters as to which exculpation is provided pursuant to the Proposed Plan, solely to the extent such Related Parties are Estate Fiduciaries. For the avoidance of doubt and notwithstanding anything in the Proposed Plan or in any Definitive Document to the contrary, (x) the Debtors’ managers, officers and directors employed at any time between the Petition Date and the Effective Date shall be Exculpated Parties under the Proposed Plan and (y) all of the Debtors’ officers and directors employed prior to, but not on or after, the Petition Date shall not be Exculpated Parties under the Proposed Plan.



## **Exhibit C**

SUN-SENTINEL

**Published Daily**  
**Fort Lauderdale, Broward County, Florida**  
**Boca Raton, Palm Beach County, Florida**  
**Miami, Miami-Dade County, Florida**

**State Of Florida**  
**County Of Orange**

Before the undersigned authority personally appeared  
Rose Williams, who on oath says that he or she is a duly authorized representative of the SUN- SENTINEL,  
a DAILY newspaper published in BROWARD/PALM BEACH/MIAMI-DADE County, Florida; that the  
attached copy of advertisement, being a Legal Notice in:

The matter of 11745-Other Legal Notices ,  
Was published in said newspaper by print in the issues of, and by publication on the  
newspaper's website, if authorized on May 29, 2024  
R5230007 Display Ad  
Affiant further says that the newspaper complies with all legal requirements for  
publication in Chapter 50, Florida Statutes.

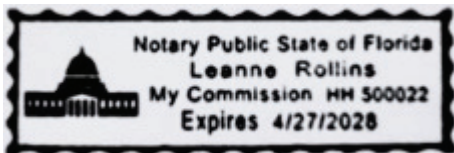


\_\_\_\_\_  
Signature of Affiant

Sworn to and subscribed before me this: May 29, 2024.



\_\_\_\_\_  
Signature of Notary Public



\_\_\_\_\_  
Name of Notary, Typed, Printed, or Stamped  
Personally Known (X) or Produced Identification ( )

## SUN-SENTINEL

Order # - 7640849

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE											
In re <b>CANO HEALTH, INC., et al., Debtors.</b>	Chapter 11 Case No. 24-10164 (KBO) (Jointly Administered)										
Obj Deadline: June 21, 2024 Hearing Date: June 28, 2024											
<b>NOTICE OF (I) APPROVAL OF DISCLOSURE STATEMENT, (II) ESTABLISHMENT OF VOTING RECORD DATE, (III) HEARING ON CONFIRMATION OF THE PROPOSED PLAN, (IV) PROCEDURES FOR OBJECTION TO THE CONFIRMATION OF THE PROPOSED PLAN, (V) PROCEDURES AND DEADLINE FOR VOTING ON THE PROPOSED PLAN</b>											
<b>TO ALL PARTIES IN INTEREST:</b>											
<b>PLEASE TAKE NOTICE THAT:</b>											
<p>1. <b>Approval of Disclosure Statement.</b> On May 17, 2024, the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") held a hearing (the "Disclosure Statement Hearing") to consider approval of the Disclosure Statement for the Fourth Amended Joint Chapter 11 Plan of Reorganization of Cano Health, Inc. and its Affiliated Debtors, filed on May 21, 2024 (Docket No. 866) (as may be amended, supplemented, or otherwise modified, the "Disclosure Statement")<sup>1</sup> in Cano Health, Inc. and its debtor affiliates' Chapter 11 cases (collectively, the "Debtors"), and, thereafter, on May 21, 2024, entered an order (the "Order") with respect thereto. The Order, among other things, authorizes the Debtors to solicit votes to accept or reject the Fourth Amended Joint Chapter 11 Plan of Reorganization of Cano Health, Inc. and its Affiliated Debtors, filed on May 21, 2024 (Docket No. 864) (as may be amended, supplemented, or otherwise modified, the "Proposed Plan").</p> <p>2. <b>Confirmation Hearing.</b> A hearing to consider confirmation of the Proposed Plan (the "Confirmation Hearing") has been scheduled before the Honorable Karen B. Owens, United States Bankruptcy Judge in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), 824 North Market Street, 6th Floor, Courtroom 3, Wilmington, Delaware 19801, on <b>June 28, 2024 at 9:30 a.m. (prevailing Eastern Time)</b>. The Confirmation Hearing may be adjourned or continued from time to time by the Bankruptcy Court or the Debtors without further notice other than adjournments announced in open court or as indicated in any notice of agenda of matters scheduled for hearing filed by the Debtors with the Bankruptcy Court. The Proposed Plan may be modified, if necessary, prior to, during, or as a result of the Confirmation Hearing.</p> <p>3. <b>Voting Record Date.</b> The following holders of Claims and/or Interests against the Debtors as of <b>5:00 p.m. (prevailing Eastern Time) on May 17, 2024 (the "Voting Record Date")</b> are entitled to vote on the Proposed Plan:</p> <table border="1"> <thead> <tr> <th>Class</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>Class 2</td> <td>First Lien Claims</td> </tr> <tr> <td>Class 4</td> <td>RSA GUC Claims</td> </tr> <tr> <td>Class 5</td> <td>Non-RSA GUC Claims</td> </tr> <tr> <td>Class 6</td> <td>Convenience Claims</td> </tr> </tbody> </table> <p>4. <b>Voting Deadline.</b> All votes to accept or reject the Proposed Plan must be <b>actually received</b> by the Debtors' voting and tabulation agent, Kurtzman Carson Consultants LLC ("KCC"), by no later than <b>June 21, 2024 at 5:00 p.m. (prevailing Eastern Time) (the "Voting Deadline")</b>. Any failure to follow the voting instructions included with your Ballot may disqualify your Ballot and your vote.</p> <p>5. <b>Parties in Interest Not Entitled to Vote.</b> Holders of Unimpaired Claims and/or Interests in classes deemed to accept the Proposed Plan are not entitled to vote and will not receive a Ballot. In addition, holders of impaired Claims in classes deemed to reject the Proposed Plan are not entitled to vote and will not receive a Ballot. Such holders will instead receive a Notice of Non-Voting Status. If you disagree with the amount set forth by the Debtors for your Claim in the Schedules or if you have filed a proof of claim and disagree with either (i) the Debtors' objection to your Claim and believe that you should be entitled to vote on the Proposed Plan; or (ii) the Debtors' classification of or request for extension of your Claim and believe that you should be entitled to vote on the Proposed Plan in a different amount or class, then you must serve on the parties identified in paragraph 8 below and file with the Bankruptcy Court a motion (a "Rule 3018(a) Motion") for an order pursuant to Rule 3018(a) of the Federal Rules of Bankruptcy Procedure (the "FRBP") temporarily allowing your Claim in a different amount or in a different class for purposes of voting to accept or reject the Proposed Plan. Rule 3018(a) Motions must be filed on or before <b>June 17, 2024 at 5:00 p.m. (prevailing Eastern Time)</b>. Rule 3018(a) Motions that are not timely filed and served in the manner set forth above shall not be considered. As to any creditor filing a Rule 3018(a) Motion, such creditor's Ballot will be counted as provided in the Order except as may be otherwise ordered by the Bankruptcy Court. Creditors may contact KCC in writing at Cano Health, Inc., et al., Ballot Processing Center c/o KCC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, California 90245, or by email via <a href="mailto:https://www.kccdc.net/CanoHealth/Inquiry">https://www.kccdc.net/CanoHealth/Inquiry</a>, or by telephone at 1-888-251-2679 (Domestic) or 310-751-2609 (International) to receive an appropriate Ballot for any Claim for which a Proof of Claim has been timely filed and a Rule 3018(a) Motion has been granted.</p> <p>6. <b>Objections to Confirmation.</b> The deadline to object or respond to confirmation of the Proposed Plan is <b>June 21, 2024 at 5:00 p.m. (prevailing Eastern Time) (the "Plan Confirmation Deadline")</b>.</p> <p>7. Objections and responses, if any, to confirmation of the Proposed Plan must: (i) be in writing; (ii) conform to the Bankruptcy Rules and the Local Bankruptcy Rules; (iii) set forth the name of the objecting party and the nature and amount of Claims or Interests held or asserted by the objecting party against the Debtors' estates or property; (iv) provide the basis for the objection and the specific grounds therefor, and provide proposed language that, if accepted and incorporated by the Debtors, would obviate such objection; and (v) be filed together with proof of service.</p> <p>8. Registered users of the Bankruptcy Courts case filing system must electronically file their objections and responses. All other parties in interest must file their objections and responses in writing with the United States Bankruptcy Court Clerk's Office, 824 North Market Street, 6th Floor, Courtroom 3, Wilmington, Delaware 19801 to the attention of the chambers of the Honorable Karen B. Owens, United States Bankruptcy Judge.</p> <p>Any objections or responses must be served so that they are <b>actually received</b> by the following parties no later than the Plan Confirmation Deadline: (i) <b>Debtors:</b> Cano Health, Inc., et al., 9725 NW 117th Avenue, Miami, Florida 33178, Attn: Mark Kent, Chief Executive Officer; David R. Owens, General Counsel; (ii) <b>Office of the U.S. Trustee:</b> Office of the U.S. Trustee for the District of Delaware, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn: Benjamin A. Hackman, Esq., Jon Lipsch, Esq., Email: Benjamin.A.Hackman@usdoj.gov, Jon.Lipsch@usdoj.gov; (iii) <b>Counsel to the Debtors:</b> Weil, Gotshall &amp; Manges LLP, 767 Fifth Avenue, New York, New York 10153, Attn: Gary T. Holtzer, Esq., Jessica Liu, Esq., Matthew P. Goren, Esq., Kevin Bostel, Esq., Email: gary.holtzer@weil.com, jessica.liu@weil.com, matthew.goren@weil.com, kevin.bostel@weil.com; (iv) <b>Co-Counsel to the Debtors:</b> Richards, Layton &amp; Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, Delaware 19801, Attn: Michael J. Merchant, Esq., Amanda R. Steele, Esq., Email: merchant@RLF.com, steele@RLF.com; (v) <b>Counsel to the Ad Hoc First Lien Group:</b> Gibson, Dunn &amp; Crutcher LLP, 200 Park Ave., New York, NY 10166, Attn: Scott J. Greenberg, Esq., Michael J. Cohen, Esq., Christina M. Brown, Esq., Email: SGreenberg@gibsondunn.com, MCohen@gibsondunn.com, Christina.Brown@gibsondunn.com, and -Pachulski, Stang, Ziehl &amp; Jones LLP, 919 North Market Street #1700, Wilmington, Delaware 19801, Attn: Laura Davis Jones, Esq., James O'Neill, Esq., Email: jones@psjlaw.com, jonell@psjlaw.com; (vi) <b>Counsel to the DIP Agents:</b> ArentFox Schiff LLP, 1301 Avenue of the Americas, 42nd Floor, New York, NY 10019, Attn: Jeffrey R. Gilet, Esq., Email: jefrey.gilet@afslaw.com; (vii) <b>Counsel to Credit Suisse AG, Cayman Islands Branch, Administrative Agent and Collateral Agent under the CS Credit Agreement:</b> Freshfields Bruckhaus Deringer LLP, 601 Lexington Avenue, New York, NY 10022, Attn: Mark F. Lisco, Esq., Scott D. Talmadge, Esq., Email: mark.lisco@freshfields.com, scott.talmadge@freshfields.com; (viii) <b>Counsel to JP Morgan Chase Bank, N.A., Administrative Agent and Collateral Agent under Side-Sar Credit Agreement:</b> White &amp; Case LLP, 1221 Avenue of the Americas, New York, New York 10020-1095, Attn: Kerrick Seay, Esq., David Ridley, Esq., Andrew Zatz, Esq., Email: kerrick.seay@whitecase.com, David.Ridley@whitecase.com, azatz@whitecase.com; (ix) <b>Counsel to U.S. Bank National Association Indenture Trustee for the Senior Notes:</b> U.S. Bank National Association-</p>		Class	Description	Class 2	First Lien Claims	Class 4	RSA GUC Claims	Class 5	Non-RSA GUC Claims	Class 6	Convenience Claims
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Kelley Drye & Warren LLP, 3 World Trade Center, 175 Greenwich Street, New York, NY 10007, Attn: James S. Carr, Esq., Kristin S. Elliott, Esq., Email: jcar@kelleydrye.com, kelliott@kelleydrye.com; and (x) **Counsel to the Creditors Committee:** Paul Hastings LLP, 200 Park Avenue, New York, New York 10166, Attn: Kris Hansen, Esq., Erez Gilad, Esq., Email: kris.hansen@paulhastings.com, erezgilad@paulhastings.com - and - Cole Schotz P.C., 500 Delaware Avenue, Suite 1410, Wilmington, Delaware 19801, Attn: Justin R. Alberto, Esq., Andrew J. Roth-Moore, Esq., Email: jalberto@coleschotz.com, aroth-moore@coleschotz.com.

9. **IF ANY OBJECTION TO CONFIRMATION OF THE PROPOSED PLAN IS NOT FILED AND SERVED STRICTLY AS PRESCRIBED HEREIN, THE OBJECTING PARTY MAY BE BARRED FROM OBJECTING TO CONFIRMATION OF THE PROPOSED PLAN AND MAY NOT BE HEARD AT THE CONFIRMATION HEARING.**

10. **Additional Information.** Any party in interest wishing to obtain information about the solicitation procedures or copies of the Disclosure Statement or the Proposed Plan should contact the Debtors' voting and tabulation agent, KCC, in writing: Cano Health, Inc., et al., Ballot Processing Center c/o KCC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, California 90245, or by email via <https://www.kccdc.net/CanoHealth/Inquiry>. Interested parties may also review the Disclosure Statement and the Proposed Plan free of charge at <https://www.kccdc.net/CanoHealth>. In addition, the Disclosure Statement and Proposed Plan are on file with the Bankruptcy Court and may be reviewed for a fee by accessing the Bankruptcy Court's website: [www.deb.uscourts.gov](http://www.deb.uscourts.gov). Note that a PACER password and login are needed to access documents on the Bankruptcy Court's website. A PACER password can be obtained at: [www.pacer.psc.uscourts.gov](http://www.pacer.psc.uscourts.gov). Copies of the Disclosure Statement and Proposed Plan may also be examined by interested parties during normal business hours at the office of the Clerk of the Bankruptcy Court.

**NOTICE REGARDING CERTAIN RELEASE, EXCULPATION AND INJUNCTION PROVISIONS IN THE PROPOSED PLAN**

11. **Release, Exculpation, and Injunctions under Article X of the Proposed Plan. Please be advised that under Article X of the Proposed Plan:**

12. **Releases by the Debtors.** As of the Effective Date, except for the right to enforce the Proposed Plan or any right or obligation arising under the Definitive Documents that remains in effect after the Effective Date, for good and valuable consideration, on and after the Effective Date, the Released Parties' shall be deemed released and discharged by the Debtors, the Reorganized Debtors, and the Estates, and any Person seeking to exercise the rights of the Estates, and any successors to the Debtors or any Estate representative appointed or selected pursuant to section 1123(b)(3) of the Bankruptcy Code, from and all Claims, obligations, rights, suits, judgments, damages, demands, debts, Liens, Causes of Action, remedies, losses, and liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of the Debtors, the Reorganized Debtors, or the Estates, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, matured or unmatured, contingent or fixed, existing or hereinafter arising, in law, equity or otherwise, that the Debtors, the Reorganized Debtors, or the Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Estates, the conduct of the Debtors' businesses, the Chapter 11 Cases, the purchase, sale or rescission of the purchase or sale of any Security of the Debtors or the Reorganized Debtors, the DIP Facility, the DIP Documents, the Restructuring Support Agreement, the Definitive Documents, the Sale Process, the First Lien Credit Agreements (and the Loan Documents as defined therein), the Senior Notes Indenture, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Proposed Plan, the business or contractual arrangements between the Debtors and any Released Party, the Restructuring, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the Disclosure Statement, the Proposed Plan, and the Definitive Documents, or any related agreements, instruments, or other documents, and the negotiation, formulation, or preparation thereof, the solicitation of votes with respect to the Proposed Plan, or any other act or omission, in all cases based upon any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, provided that, nothing in Section 10.6(a) of the Proposed Plan shall be construed to release (i) the Released Parties from intentional fraud, willful misconduct, or gross negligence, in each case as determined by a Final Order or (ii) any Retained Causes of Action, which, for the avoidance of doubt, shall not include any Preference Actions, which shall be deemed automatically waived and released on the Effective Date in accordance with Section 10.6(a) of the Proposed Plan.

13. **Releases by Holders of Claims and Interests.** As of the Effective Date, except for the right to enforce the Proposed Plan or any right or obligation arising under the Definitive Documents that remains in effect after the Effective Date, for good and valuable consideration, on and after the Effective Date, for good and valuable consideration, except as specifically set forth elsewhere in the Proposed Plan, the Releasing Parties' conclusively, absolutely, unconditionally, irrevocably, and forever discharge and release (and each entity so discharged and released shall be deemed discharged and released by the Releasing Parties) the Released Parties and their respective property from any and all Claims, obligations, rights, suits, judgments, damages, demands, debts, Liens, Causes of Action, remedies, losses, and liabilities whatsoever (including contractual claims, claims under ERISA and all other statutory claims, claims for contributions, withdrawal liability, reinsurance, liability, reinsurance liability, interest on any amounts, liquidated damages, claims for attorneys' fees or any costs or expenses whatsoever), including any derivative claims, asserted or assertable on behalf of a Debtor, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, matured or unmatured, contingent or fixed, existing or hereinafter arising, in law, equity or otherwise, that such Entity would have been legally entitled to assert in its own right (whether individually or collectively) based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Estates, the Restructuring, the Chapter 11 Cases, the purchase, sale or rescission of the purchase or sale of any Security of the Debtors or the Reorganized Debtors, the DIP Facility, the DIP Documents, the Restructuring Support Agreement, the Definitive Documents, the Sale Process, the First Lien Credit Agreements, the Senior Notes Indenture, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Proposed Plan, the business or contractual arrangements between any Debtor and any Released Party (other than assumed contracts or leases), the restructuring of Claims and interests before or during the Chapter 11 Cases, the negotiation, formulation, preparation, or consummation of the Proposed Plan (including the Plan Supplement), the Definitive Documents, or any related agreements, instruments or other documents, or the solicitation of votes with respect to the Proposed Plan, in all cases based upon any other act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date. For the avoidance of doubt, nothing in Section 10.6(b) of the Proposed Plan shall be construed to release (i) the Released Parties from intentional fraud, willful misconduct, or gross negligence, in each case as determined by a Final Order or (ii) any current or former patient of the Debtors from pursuing any claim against any non-Debtor party that is not a Released Party, including any non-Debtor provider that is not a Released Party, for any acts or omissions arising out of or relating to any Claims for medical malpractice.

14. **Exculpation.** Notwithstanding anything in the Proposed Plan to the contrary, and to the maximum extent permitted by applicable law, no Exculpated Party has or may incur, and each Exculpated Party is hereby released and exculpated from, any claim, obligation, suit, judgment, damage, demand, debt, right, cause of action, remedy, loss, and liability for any act or omission taking place on or after the Petition Date and prior to the Effective Date relating to, in any way, or arising out of, the Chapter 11 Cases, the negotiation, formulation, preparation, dissemination, implementation, administration, consummation, and pursuit of the Disclosure Statement, the Restructuring Transactions, the Proposed Plan, or the solicitation of votes for, or confirmation of, the Proposed Plan, the funding or consummation of the Proposed Plan (including the Plan Supplement), the Patient Care Ombudsman's evaluations, reports, pleadings, or other writings filed by or on behalf of the Patient Care Ombudsman or in or connection with the Chapter 11 Cases, the Definitive Documents, or any related agreements, instruments, or other documents, the solicitation of votes for the Proposed

Plan, the offer, issuance, and distribution of any Securities issued or to be issued pursuant to the Proposed Plan, whether or not such distribution occurs following the Effective Date, the occurrence of the Effective Date, the Sale Process, negotiations regarding or concerning any of the foregoing, or the administration of the Proposed Plan or property to be distributed under the Proposed Plan, except for actions determined by Final Order to constitute gross negligence, willful misconduct, or intentional fraud. This exculpation shall be in addition to, and not in limitation of, all other releases, indemnities, exculpations and any other applicable law or rules protecting such Exculpated Parties' from liability.

15. **Injunction**

(a) Upon entry of the Confirmation Order, all holders of Claims and Interests and other parties in interest, along with their respective present or former employees, agents, officers, directors, principals, and affiliates, shall be enjoined from taking any actions to interfere with the implementation or consummation of the Proposed Plan in relation to any Claim or Interest extinguished, discharged, released or treated pursuant to the Proposed Plan.

(b) Except as expressly provided in the Proposed Plan, the Confirmation Order, or a separate order of the Bankruptcy Court or as agreed to by the Debtors and a holder of a Claim against or Interest in the Debtors, all Entities who have held, hold, or may hold Claims against or Interests in any or all of the Debtors (whether proof of such Claims or Interests has been filed or not and whether or not such Entities vote in favor of, against or abstain from voting on the Proposed Plan or are presumed to have been entitled or deemed to have rejected the Proposed Plan) and other parties in interest, along with their respective present or former employees, agents, officers, directors, principals, and affiliates, are permanently enjoined, on and after the Effective Date, solely with respect to any Claims, Interests, and Causes of Action that will be or are extinguished, discharged, released, or treated pursuant to the Proposed Plan from (i) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action, or other proceeding of any kind (including any proceeding in a judicial, arbitral, administrative or other forum) against or affecting the Released Parties or the property of any of the Released Parties, (ii) enforcing, levying, attaching (including any prejudgment attachment), collecting, or otherwise recovering by any manner or means, whether directly or indirectly, any judgment, award, decree, or order against the Released Parties or the property of any of the Released Parties, (iii) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against the Released Parties or the property of any of the Released Parties, (iv) asserting any right of setoff, directly or indirectly, against any obligation due the Released Parties or the property of any of the Released Parties, except (x) as contemplated or allowed by the Proposed Plan or (y) to the extent asserted in a timely filed Proof of Claim or timely filed objection to the confirmation of the Proposed Plan, and (v) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Proposed Plan. For the avoidance of doubt, nothing in Section 10.5(b) of the Proposed Plan shall enjoin any (i) current or former patient of the Debtors from pursuing any Claim against any non-Debtor party that is not a Released Party, including any non-Debtor provider that is not a Released Party, for any acts or omissions arising out of or relating to any Claims for medical malpractice or (ii) Governmental Unit from filing a Proof of Claim on or by the Governmental Bar Date (as defined in the Bar Date Order).

(c) No Person or Entity shall seek or initiate formal or informal discovery requests, demands, or proceedings upon or from the Patient Care Ombudsman without first seeking permission, upon sufficient prior notice to the Patient Care Ombudsman, from the Bankruptcy Court.

(d) The injunctions in Section 10.5 of the Proposed Plan shall extend to any successors of the Debtors and the Reorganized Debtors and their respective property and interests in property.

Except as is set forth in the Proposed Plan, election to withhold consent to the releases contained within Section 10.6(b) of the Proposed Plan is at the holders' option.

16. The Proposed Plan also contains other related provisions that may affect your rights against the Debtors. **YOU ARE ADVISED TO CAREFULLY REVIEW AND CONSIDER THE PROPOSED PLAN, INCLUDING THE DISCHARGE, INJUNCTION, RELEASE, AND EXCULPATION PROVISIONS, AS YOUR RIGHTS MAY BE AFFECTED.**

Dated: May 21, 2024, Wilmington, Delaware, /s/ Michael J. Merchant, RICHARDS, LAYTON & FINGER, P.A., Mark D. Collins (No. 2981), Michael J. Merchant (No. 3854), Amanda R. Steele (No. 5530), 920 North King Street, Wilmington, Delaware 19801, Telephone: 302-651-7700, Email: [collins@rlf.com](mailto:collins@rlf.com), [merchant@rlf.com](mailto:merchant@rlf.com), [steele@rlf.com](mailto:steele@rlf.com), and -WEIL, GOTSHALL & MANGES LLP, Gary T. Holtzer (admitted pro hac vice), Jessica Liu (admitted pro hac vice), Matthew P. Goren (admitted pro hac vice), Kevin Bostel (admitted pro hac vice), 767 Fifth Avenue, New York, New York 10153, Telephone: (212) 310-8000, Email: [gary.holtzer@weil.com](mailto:gary.holtzer@weil.com), [jessica.liu@weil.com](mailto:jessica.liu@weil.com), [matthew.goren@weil.com](mailto:matthew.goren@weil.com), [kevin.bostel@weil.com](mailto:kevin.bostel@weil.com), Attorneys for the Debtors and the Debtors in Possession

<sup>1</sup> The last four digits of Cano Health, Inc.'s tax identification number are 4224. A complete list of the Debtors in the chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://www.kccdc.net/CanoHealth>. The Debtors' mailing address is 9725 NW 117th Avenue, Miami, Florida 33178.

<sup>2</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Disclosure Statement or the Proposed Plan (as defined herein), as applicable, or as the context otherwise requires.

**Released Parties** means, collectively, and in each case, solely in their capacities as such: (a) the Debtors, (b) the Reorganized Debtors, (c) each Consenting Creditor, (d) the DIP Agent, (e) the DIP Lenders and the DIP Backstop Parties, (f) the Fronting Lender, (g) the Escrow Agent, (h) the Ad Hoc First Lien Group and the Prepetition Secured Parties, (i) the Senior Notes Indenture Trustee, (j) the Patient Care Ombudsman, (k) the Exit Facility Agent, (l) the Exit Facility Lenders, (m) the Creditors' Committee and its members, (n) the Total Health Sellers, (o) Mark D. Kent, (p) Frederick Green, in his capacity as former officer of the Debtors, (q) Jacqueline Guichelaar, in her capacity as former director of the Debtors, and (r) with respect to each of the foregoing, all Related Parties. For the avoidance of doubt and notwithstanding anything in the Proposed Plan or in any Definitive Document to the contrary, (x) the Debtors' officers, directors, and the Debtors' Professionals employed at any time on and after the Petition Date through the Effective Date shall be Released Parties under the Proposed Plan and (y) the Debtors' former employees, officers and directors, or any former employee, member, manager, officer or director of any predecessor in interest of the Debtors employed prior to, but not on or after, the Petition Date (other than as enumerated in (p) and (q) in Section 1.186 of the Proposed Plan) shall not be Released Parties under the Proposed Plan.

**Releasing Parties** means, collectively, and in each case solely in their capacity as such: (a) the Debtors, (b) the Reorganized Debtors, (c) the Consenting Creditors, (d) the DIP Agent, (e) the DIP Lenders and the DIP Backstop Parties, (f) the Fronting Lender, (g) the Escrow Agent, (h) the Ad Hoc First Lien Group and the Prepetition Secured Parties, (i) the Senior Notes Indenture Trustee, (j) the Patient Care Ombudsman, (k) the Exit Facility Agent, (l) the Exit Facility Lenders, (m) the Total Health Sellers, (n) Mark D. Kent, (o) the Creditors' Committee and its members, (p) the Holders of Claims or Interests that vote to accept the Proposed Plan and do not opt out of granting the releases set forth in the Proposed Plan; provided that, if a Person or Entity is not a "Releasing Party," then its Related Parties (in their capacities as such) are not Releasing Parties.

**Exculpated Parties** means, collectively, in each case solely in their capacities as such: (a) the Debtors, (b) the Debtors' managers, directors, and officers who served at any time between the Petition Date and the Effective Date, (c) Professionals retained by order of the Bankruptcy Court to represent the Debtors or the Creditors' Committee, including professionals retained pursuant to the OCP Order, (d) the Creditors' Committee and its members, (e) the Patient Care Ombudsman, and (f) with respect to each of the foregoing, all Related Parties who acted on their behalf in connection with the matters as to which exculpation is provided pursuant to the Proposed Plan, solely to the extent such Related Parties are Estate Fiduciaries. For the avoidance of doubt and notwithstanding anything in the Proposed Plan or in any Definitive Document to the contrary, (x) the Debtors' managers, officers and directors employed at any time between the Petition Date and the Effective Date shall be Exculpated Parties under the Proposed Plan and (y) all of the Debtors' officers and directors employed prior to, but not on or after, the Petition Date shall not be Exculpated Parties under the Proposed Plan.



## Miscellaneous

Date: (i) Professionals retained by order of the Bankruptcy Court to represent the Debtors or the Creditors' Committee, including professionals retained pursuant to the OCP Order, (d) the Creditors' Committee and its members, (e) the Patient Care Ombudsman, and (f) with respect to each of the foregoing, all Related Parties who acted on their behalf in connection with the matters as to which exculpation is provided pursuant to the Proposed Plan, solely to the extent such Related Parties are Estate fiduciaries. For the avoidance of doubt and notwithstanding anything in the Proposed Plan or in any definitive Document to the contrary, (x) the Debtors' managers, officers and directors employed at any time between the Petition Date and the Effective Date shall be Exculpated Parties under the Proposed Plan and (y) all of the Debtors' officers and directors employed prior to, but not on or after, the Petition Date shall not be Exculpated Parties under the Proposed Plan.

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