

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

	x : : : : : : : : x	Chapter 11 Case No. 24–10164 (KBO) (Jointly Administered) Obj. Deadline: June 21, 2024 at 5:00 p.m. Hr’g Date: June 28, 2024 at 9:30 a.m. Related Docket Items: 864, 1073, 1075
In re CANO HEALTH, INC., et al., Debtors. ¹		

**(I) SUPPLEMENT TO MEDCLOUD’S LIMITED OBJECTION TO CONFIRMATION
OF FOURTH AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION OF
CANO HEALTH, INC. AND ITS AFFILIATED DEBTORS AND (II) JOINDER**

Creditor, MedCloud Depot, LLC (“MedCloud”), by and through undersigned counsel, hereby files its *(I) Supplement to Limited Objection to Confirmation of Fourth Amended Joint Chapter 11 Plan of Reorganization of Cano Health, Inc. and its Affiliated Debtors and (II) Joinder* (the “Supplemental Confirmation Objection”), and in support thereof respectfully states the following:

BACKGROUND

1. On June 21, 2024, MedCloud filed its Limited Objection to Confirmation of Fourth Amended Joint Chapter 11 Plan of Reorganization of Cano Health Inc and its Affiliated Debtors (D.I. 1075).

2. On June 26th, 2024 (the day of filing of this Supplement) the Debtors² filed a “Certification of James Lee Regarding the Solicitation of Votes and Tabulation of Ballots Cast

¹ 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.

² The “Debtors” have consistently been defined in this case as “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.veritaglobal.net/CanoHealth>.”



on the Fourth Amended Joint Chapter 11 Plan of Reorganization of Cano Health Inc and its Affiliated Debtors.” (D.I. 1110).

3. Pre-petition, on February 5, 2018, MedCloud entered into a contractual relationship with Cano Health, LLC which granted a non-transferable license to Cano Health LLC to use the Syncrasy software operating system (the “Syncrasy Software System”). The Syncrasy Software System is a comprehensive proprietary cloud-based financial and clinical business portal for physician practice organizations that provides users with essential and critical data to maximize value-based medical care and enable efficient care and spending. The Syncrasy Software System facilitates medical practice management, patient care management, pharmacy management, provides health cloud data, hospital admission alerts, healthcare availability, strategic services, and permits remote device access to financial and clinical information.

4. Between February 2018 and October 2022, the License Agreement was amended nine times through various Addenda. The Ninth Addendum, effective October 1, 2022, *inter alia*, modified the contracting parties to be:

a. “Cano Health, Inc., a corporation formed under the laws of the State of Delaware having its offices located at 9725 NW 117th Avenue, Suite 200, Miami, Florida (“Cano Health”), along with Cano Health’s other affiliates, subsidiaries, parents, divisions, representatives, agents, directors, managers, members, owners, and/or anyone acting on their behalf;”

b. “Physicians Partners Group of Puerto Rico, LLC, a limited liability company formed under the laws of the State of Florida having its offices located at 5801 NW 151st St, #105, Miami Lakes, Florida 33014;” and

c. “Healthy Partners Inc., a corporation formed under the laws of the State of Florida having its located offices at 1090 Jupiter Park Drive, Suite 101, Jupiter, Florida

33458, along with Healthy Partner's other affiliates, subsidiaries, parents, divisions, representatives, agents, directors, managers, members, owners, and/or anyone acting on their behalf."

5. As set forth in MedCloud's initial objection to confirmation (D.I. 1075), the Debtors continued to use the Syncrasy Software System post-petition without paying MedCloud the contractual monthly fees (or any fees) owed for the use of that system.

6. On April 11, 2024, the Debtors and MedCloud entered into a *Stipulation Resolving MedCloud Depot, LLC's [Original] Administrative Expense Motion and Related Discovery Disputes* (the "Settlement Stipulation"), which was approved by the Court on April 12, 2024. (D.I. 641). The Settlement Stipulation provided, *inter alia*, that Debtors and Healthy Partners could continue to use the Syncrasy Software System for themselves, and would collectively pay MedCloud, as a post-petition administrative expense, an aggregate fee of \$175,000.00 per month on an agreed timetable for each of March, April and May 2024 for the use of the system. The fees to MedCloud for March, April and May 2024 were paid as agreed. However, it appears that the Debtors may have violated certain terms of the Settlement Stipulation which prohibited the Debtors from attempting to reverse engineer the Syncrasy Software System. As a result, MedCloud filed a post-stipulation Verified Renewed Motion for Payment of Administrative Expense and Notice of Debtors' Breach of Settlement Stipulation. (D.I. 1062).

7. On June 20, 2024, as provided in the Stipulation, MedCloud timely filed its proof of claim for rejection damages, against Cano Health, Inc. and Physicians Partners Group Puerto Rico, LLC, attached Exhibit "A."

VOTING IRREGULARITIES

8. On June 21, 2024, MedCloud attempted to file its ballot in this case, but received an error message (D.I. 1073-002). The voting and tabulation agent, Kurtzman Carson Consultants, LLC ("KCC") failed to return telephone calls, including several placed by lead

counsel over the course of the preceding week.¹ Since voting was due by 5:00 PM on June 21, 2024, MedCloud was compelled to file with the Court (D.I. 1073-001) a Notice of Lodging with a ballot prepared by undersigned lead counsel. MedCloud's ballot rejected the plan as a Class 5 Creditor (Non-RSA GUC Claim) (D.I. 1073-001). Thereafter, at 4:58 PM, less than two minutes before the voting deadline, KCC sent an email to MedCloud's counsel providing additional voting instructions Exhibit "B." Pursuant to the revised voting instructions, MedCloud re-voted (Exhibit "C"), and rejected the plan as a Class 5 Creditor (Non-RSA GUC Claim). MedCloud's second vote was filed a few minutes after 5:00, and was accepted by the Debtors (D.I. 1110, p. 48 of 61).

9. Aside from the Debtors' and KCC's apparent lack of cooperation in respect to the voting process, there are various issues associated with the Debtors' tabulation of the MedCloud vote:

a. The MedCloud vote was tabulated by KCC in the Cano Health, LLC case (D.I. 1110, p. 48 of 61). However, the existing MedCloud agreement with the Debtors was modified in October 2022 to be with Cano Health, Inc. and Physicians Partners Group Puerto Rico, LLC. (See D.I. 481-003, p. 23 of 46). The vote should be tabulated in the Cano Health, Inc. case in accordance with MedCloud's duly filed Proof of Rejection Damages Claim.

b. On June 20, 2024, pursuant to the parties' Stipulation and this Court's Order Approving the Stipulation (D.I. 641 and 641-001), MedCloud timely filed its rejection damages claim. Its rejection damages claim against Cano Health, Inc. was asserted in the amount of \$5,892,618.64. The claim amount set forth by the Debtors in the ballot is \$852,936.94, presumably MedCloud's pre-petition claim, and not its rejection damages claim. Notwithstanding the voting "Record Date," the Court specifically approved a separate claims bar date in connection with the MedCloud rejection damages claim. (D.I. 969).

¹ On the afternoon of June 20, 2024, local counsel wrote to Debtors' local counsel and requested a ballot. The response from Debtors' lead counsel that arrived some 5 hours later, dubbed confidential and subject to FRE 408, did *not* attach a form of ballot but instead stated Debtors' understanding that the ballot had been received by MedCloud. However, MedCloud has advised that it never received the ballot.

c. The “Ballot Detail” prepared by KCC (D.I. 1110, p. 48 of 61) sets forth that MedCloud “Accept[s]” the Plan. MedCloud has not accepted the Plan. MedCloud voted to reject the Plan.

**THE AMENDED PLAN EFFECTUATES A *DE FACTO* SUBSTANTIVE
CONSOLIDATION**

10. The Debtors classify claims against each of them into one aggregate group for purposes of distributions to Class 5 and fail to explain what recoveries to such creditors will be if distributions were based on the assets held by each separate Debtor entity. The Plan *sub rosa* substantively consolidates all 45 cases without cause and analysis. *See, In re Owens Corning*, 419 F.3d 195 (3d Cir. 2005), *as amended* (Aug. 23, 2005), *as amended* (Sept. 2, 2005), *as amended* (Oct. 12, 2005), *as amended* (Nov. 1, 2007); “Substantive consolidation usually results in, *inter alia*, pooling the assets of, and claims against, the two entities; satisfying liabilities from the resultant common fund; eliminating inter-company claims; and combining the creditors of the two companies for purposes of voting on reorganization plans.” *In re Augie/Restivo Baking Co.*, 860 F.2d 515, 518 (2d Cir. 1988). “The sole purpose of substantive consolidation is to ensure the equitable treatment of all creditors.” *Id.* *See also In re Cooper*, 147 B.R. 678 (Bankr. D.N.J. 1992) (joint administration benefits case administration without affecting the creditors while substantial consolidation ensures the equitable treatment of the creditors). “Substantive consolidation should be considered with extreme caution and granted only in extraordinary situations.” *In re United Stairs Corp.*, 176 B.R. 359, 368–69 (Bankr. D.N.J. 1995).

11. The D.C. Circuit has developed a three-part test under which the moving party must show: (1) a substantial identity between the entities to be consolidated; (2) that consolidation is

necessary to avoid harm or to achieve some benefit; and (3) in the event that the creditor shows harm, that the benefits of consolidation “heavily” outweigh the harm. *In re Auto-Train Corp.*, 810 F.2d 270, 276 (D.C. Cir. 1987). The “first part of this analysis mirrors that used by courts to determine whether corporations are alter egos of one another. The second and third parts of the analysis require balancing the benefits and harms of substantive consolidation.” *In re New Center Hospital*, 187 B.R. 560, 568 (E.D. Mich. 1995). This approach was also adopted by the Eleventh Circuit in *Eastgroup Properties v. Southern Motel Assoc., Ltd.*, 935 F.2d 245, 249 (11th Cir. 1991) (movant must demonstrate: “(1) there is substantial identity between the entities to be consolidated; and (2) consolidation is necessary to avoid some harm or to realize some benefit”). See also *In re Reider*, 31 F.3d 1102 (11th Cir. 1994); *In re Giller*, 962 F.2d 796 (8th Cir. 1992); *In re Genesis Health Ventures, Inc.*, 266 B.R. 591, 618–19 (Bankr. D. Del. 2001).

12. There has been no substantive consolidation analysis in this case. There has been no explanation as to why Cano Health, Inc.’s creditors should share *pro rata* with creditors of other related companies, some of which companies are no longer operating and apparently have no assets.

JOINDER

13. MedCloud hereby joins in the objections to confirmation filed by similarly situated creditors and other parties-in-interest -- in particular, albeit without limitation, that filed by MSP Recovery LLC (D.I. 1076) -- as if fully restated herein, except as to differing facts.

CONCLUSION

WHEREFORE, for the reasons stated herein, MedCloud would object to confirmation of the Debtors' Plan of Reorganization and would request any other and further relief appropriate in the premises.

Dated: June 26, 2024
Wilmington, DE

SULLIVAN·HAZELTINE·ALLINSON LLC

/s/ E.E. Allinson III
Elihu E. Allinson, III, Esq. (3476)
919 North Market Street, Suite 420
Wilmington, DE 19801
Tel: (302) 428-8191
Fax: (302) 428-8195
Email: zallinson@sha-llc.com

Attorney for MedCloud Depot, LLC

Aaronson Schantz Beiley P.A

/s/ Geoffrey S. Aaronson
Geoffrey S. Aaronson, Esq.
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One Biscayne Tower, Suite 3450
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Miami, Florida 33131
Phone: (786) 594-3000
Fax: (305) 424-9336
Email: gaaronson@aspalaw.com

*Attorney for MedCloud Depot, LLC,
Admitted pro hac vice*

EXHIBIT “A”

Fill in this information to identify the case:

Debtor 1 CANO HEALTH, INC., et al.

Debtor 2
(Spouse, if filing) _____

United States Bankruptcy Court for the: District of Delaware

Case number 24-10164 (KBO)

Official Form 410**Proof of Claim**

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>Medcloud Depot, LLC</u> <small>Name of the current creditor (the person or entity to be paid for this claim)</small> Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? <small>Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)</small>	Where should notices to the creditor be sent? <u>Geoffrey Aaronson, Aaronson Schantz Bailey P.A</u> <small>Name</small> <u>2 S Biscayne Boulevard, Suite 3450</u> <small>Number Street</small> <u>Miami FL 33131</u> <small>City State ZIP Code</small> Contact phone <u>786.594.3000</u> Contact email <u>gaaronson@aspalaw.com</u> Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	Where should payments to the creditor be sent? (if different) <u>Medcloud Depot, LLC</u> <small>Name</small> <u>12485 SW 137th Avenue, Suite #208</u> <small>Number Street</small> <u>Miami FL 33186</u> <small>City State ZIP Code</small> Contact phone <u>(786) 601-4656</u> Contact email <u>asanabria@medclouddepot.com</u>
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ____ ____ ____ ____
7. How much is the claim?	\$ <u>5,892,618.64</u> . Does this amount include interest or other charges? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8. What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information. <u>Pre-Petition Claim and License Rejection Claim. See Attached.</u>
9. Is all or part of the claim secured?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property. Nature of property: <input type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____ Basis for perfection: _____ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) Value of property: \$ _____ Amount of the claim that is secured: \$ _____ Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.) Amount necessary to cure any default as of the date of the petition: \$ _____ Annual Interest Rate (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable
10. Is this claim based on a lease?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____
11. Is this claim subject to a right of setoff?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?☒ No☐ Yes. Check one:**Amount entitled to priority**

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

\$ _____

☐ Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

☐ Wages, salaries, or commissions (up to \$13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☒ I am the creditor.☐ I am the creditor's attorney or authorized agent.☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 06/17/2024

MM / DD / YYYY

X

Signature

Print the name of the person who is completing and signing this claim:

Name	Angel Sanabria		
	First name	Middle name	Last name
Title	CEO		
Company	Medcloud Depot, LLC		
	Identify the corporate servicer as the company if the authorized agent is a servicer.		
Address	12485 SW 137th Avenue, Suite 208		
	Number	Street	
	Miami		FL 33186
	City	State	ZIP Code
Contact phone	(786) 601-4656		Email asanabria@medclouddepot.com

Analysis - Cano Health, Healthy Partners and PPGPR Pre-Petition Claims and Rejection Damages											
Pre-Petition Claim											
Healthy Partners				Cano Health, LLC				Cano Health/Physicians Partners Group PR			
Invoice				Invoice				Invoice			
	No.	Amt	Paid	No.	Amt	Paid	Deferred & Never Paid	No.	Amt	Paid	
Nov-23	2292	30,818.03	1/8/2024	2293	90,000.00	1/8/2024	198,619.48				
Dec-23	2319	32,218.08	Unpaid	2318	90,000.00	Unpaid	190,698.68				
Jan-24	2344	34,001.44	Unpaid	2345	90,000.00	Unpaid	184,031.26	2327	33,368.00	Unpaid	
	Feb-24	2374	33,818.97	2375	225,581.16			2373	27,363.79		
	2/1/24-2/3/24		3,498.51		23,335.98				2,830.74		
	Pre-petition		100,536.06		776,685.40				36,198.74		
Total Due Pre-Petition for Cano & Healthy			877,221.47								
Total Due Pre-Petition for PPGPR			36,198.74								
Rejection Damages											
Rejection Damages for Cano & Healthy											
6/24 through 9/25											
	Months		16								
	Aver Per Month for 3 months prior to Chapt 11		313,462.32								
	Total		5,015,397.17								
Total Non-RSA GUC Claims											
Total Damages Cano & Healthy (Pre-petition and Rejection)			5,892,618.64								
Total Damages PPGPR			36,198.74								

Pre-Petition Claims are Itemized

Rejection Damages Claim is based upon Syncrasy Software License Agreement, D.I. 481-002, incorporated herein by reference, specifically the Termination provisions set forth therein.

Fill in this information to identify the case:

Debtor Physicians Partners Group Puerto Rico, LLC (FL)

United States Bankruptcy Court for the: _____ District of Delaware
(State)

Case number 24-10179

Official Form 410

Proof of Claim

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

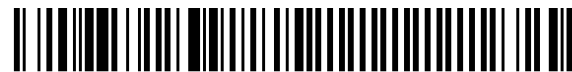
Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>MedCloud Depot, LLC</u> Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent? MedCloud Depot, LLC Angel Sanabria 12485 SW 137th Avenue Suite 208 Miami, FL 33186 Contact phone _____ Contact email <u>asanabria@medclouddepot.com</u>	Where should payments to the creditor be sent? (if different) Contact phone _____ Contact email _____ (see summary page for notice party information) Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6.	Do you have any number you use to identify the debtor?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ____
7.	How much is the claim? \$ <u>36198.74</u>	Does this amount include interest or other charges? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8.	What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information. <u>breach of contract</u>	
9.	Is all or part of the claim secured? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property. <div style="margin-left: 40px;"> Nature or property: <input type="checkbox"/> Real estate: If the claim is secured by the debtor's principle residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i>. <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____ </div> <div style="margin-left: 40px; margin-top: 20px;"> Basis for perfection: _____ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) </div> <div style="margin-left: 40px; margin-top: 20px;"> Value of property: \$ _____ Amount of the claim that is secured: \$ _____ Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.) </div> <div style="margin-left: 40px; margin-top: 20px;"> Amount necessary to cure any default as of the date of the petition: \$ _____ </div> <div style="margin-left: 40px; margin-top: 20px;"> Annual Interest Rate (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable </div>	
10.	Is this claim based on a lease? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____	
11.	Is this claim subject to a right of setoff? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____	



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☒ No☐ Yes. Check all that apply:

Amount entitled to priority

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

\$ _____

☐ Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

☐ Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. 503(b)(9)?

☒ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.☒ I am the creditor's attorney or authorized agent.☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 06/20/2024
MM / DD / YYYY

/s/Angel Sanabria
Signature

Print the name of the person who is completing and signing this claim:

Name Angel Sanabria
First name Middle name Last name

Title CEO

Company MedCloud Depot, LLC
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____

Contact phone _____ Email _____



Case 24-10164-KBO Doc 1121-1 Filed 06/26/24 Page 9 of 13
Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (888) 251-2679 | International (310) 751-2609

Debtor: 24-10179 - Physicians Partners Group Puerto Rico, LLC (FL)				
District: District of Delaware				
Creditor: MedCloud Depot, LLC Angel Sanabria 12485 SW 137th Avenue Suite 208 Miami, FL, 33186 Phone: Phone 2: Fax: Email: asanabria@medclouddepot.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:			
	Has Related Claim: No Related Claim Filed By:			
	Filing Party: Authorized agent			
Disbursement/Notice Parties: <table border="0" style="width: 100%;"> <tr> <td style="width: 50%;"> Aaronson Schantz Beiley P.A. Geoffrey S. Aaronson, Esq. 2 Biscayne Blvd Suite 3450 Miami, FL, 33131 US Phone: Phone 2: Fax: E-mail: gaaronson@aspalaw.com </td> <td style="width: 50%;"> Sullivan Hazeltine Allinson LLC Elihu E. Allinson, III, Esq. 919 N. Market St. Suite 420 Wilmington, DE, 19801 US Phone: Phone 2: Fax: E-mail: zallinson@sha-llc.com </td> </tr> </table>			Aaronson Schantz Beiley P.A. Geoffrey S. Aaronson, Esq. 2 Biscayne Blvd Suite 3450 Miami, FL, 33131 US Phone: Phone 2: Fax: E-mail: gaaronson@aspalaw.com	Sullivan Hazeltine Allinson LLC Elihu E. Allinson, III, Esq. 919 N. Market St. Suite 420 Wilmington, DE, 19801 US Phone: Phone 2: Fax: E-mail: zallinson@sha-llc.com
Aaronson Schantz Beiley P.A. Geoffrey S. Aaronson, Esq. 2 Biscayne Blvd Suite 3450 Miami, FL, 33131 US Phone: Phone 2: Fax: E-mail: gaaronson@aspalaw.com	Sullivan Hazeltine Allinson LLC Elihu E. Allinson, III, Esq. 919 N. Market St. Suite 420 Wilmington, DE, 19801 US Phone: Phone 2: Fax: E-mail: zallinson@sha-llc.com			
Other Names Used with Debtor:	Amends Claim: No Acquired Claim: No			
Basis of Claim: breach of contract	Last 4 Digits: No	Uniform Claim Identifier:		
Total Amount of Claim: 36198.74	Includes Interest or Charges: No			
Has Priority Claim: No	Priority Under:			
Has Secured Claim: No Amount of 503(b)(9): No Based on Lease: No Subject to Right of Setoff: No	Nature of Secured Amount: Value of Property: Annual Interest Rate: Arrearage Amount: Basis for Perfection: Amount Unsecured:			
Submitted By: Angel Sanabria on 20-Jun-2024 8:23:53 p.m. Eastern Time Title: CEO Company: MedCloud Depot, LLC				

Fill in this information to identify the case:

Debtor Physicians Partners Group Puerto Rico, LLC (PR)

United States Bankruptcy Court for the: _____ District of Delaware
(State)

Case number 24-10185

Official Form 410

Proof of Claim

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

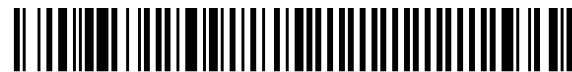
Part 1: Identify the Claim

1. Who is the current creditor?	<u>MedCloud Depot, LLC</u> <small>Name of the current creditor (the person or entity to be paid for this claim)</small> <small>Other names the creditor used with the debtor</small> _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	<u>MedCloud Depot, LLC</u> <u>Angel Sanabria</u> <u>12485 SW 137th Avenue</u> <u>Suite 208</u> <u>Miami, FL 33186</u> Contact phone _____ Contact phone _____ Contact email <u>asanabria@medclouddepot.com</u> Contact email _____ (see summary page for notice party information) Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ <div style="text-align: right;"><small>MM / DD / YYYY</small></div>	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6.	Do you have any number you use to identify the debtor?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ____
7.	How much is the claim? \$ <u>36198.74</u>	Does this amount include interest or other charges? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8.	What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information. <u>breach of contract</u>	
9.	Is all or part of the claim secured? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property. <div style="margin-left: 40px;"> Nature or property: <input type="checkbox"/> Real estate: If the claim is secured by the debtor's principle residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i>. <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____ </div> <div style="margin-left: 40px;"> Basis for perfection: _____ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) </div> <div style="margin-left: 40px; margin-top: 20px;"> Value of property: \$ _____ Amount of the claim that is secured: \$ _____ Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.) </div> <div style="margin-left: 40px; margin-top: 20px;"> Amount necessary to cure any default as of the date of the petition: \$ _____ </div> <div style="margin-left: 40px; margin-top: 20px;"> Annual Interest Rate (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable </div>	
10.	Is this claim based on a lease? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____	
11.	Is this claim subject to a right of setoff? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____	



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No

☐ Yes. Check all that apply:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

☐ Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

☐ Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

Amount entitled to priority

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. 503(b)(9)?

☒ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 06/20/2024

MM / DD / YYYY

/s/Angel Sanabria

Signature

Print the name of the person who is completing and signing this claim:

Name Angel Sanabria

First name

Middle name

Last name

Title CEO

Company MedCloud Depot, LLC

Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

Contact phone

Email



Case 24-10164-KBO Doc 1121-1 Filed 06/26/24 Page 13 of 13
Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (888) 251-2679 | International (310) 751-2609

Debtor: 24-10185 - Physicians Partners Group Puerto Rico, LLC (PR)				
District: District of Delaware				
Creditor: MedCloud Depot, LLC Angel Sanabria 12485 SW 137th Avenue Suite 208 Miami, FL, 33186 Phone: Phone 2: Fax: Email: asanabria@medclouddepot.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:			
	Has Related Claim: No Related Claim Filed By:			
	Filing Party: Authorized agent			
Disbursement/Notice Parties: <table border="0" style="width: 100%;"> <tr> <td style="width: 50%;"> Aaronson Schantz Beiley P.A. Geoffrey S. Aaronson, Esq. 2 Biscayne Blvd Suite 3450 Miami, FL, 33131 Phone: Phone 2: Fax: E-mail: gaaronson@aspalaw.com </td> <td style="width: 50%;"> Sullivan Hazeltine Allinson LLC Elihu E. Allinson, III, Esq. 919 N. Market St. Suite 420 Wilmington, DE, 19801 Phone: Phone 2: Fax: E-mail: zallinson@sha-llc.com </td> </tr> </table>			Aaronson Schantz Beiley P.A. Geoffrey S. Aaronson, Esq. 2 Biscayne Blvd Suite 3450 Miami, FL, 33131 Phone: Phone 2: Fax: E-mail: gaaronson@aspalaw.com	Sullivan Hazeltine Allinson LLC Elihu E. Allinson, III, Esq. 919 N. Market St. Suite 420 Wilmington, DE, 19801 Phone: Phone 2: Fax: E-mail: zallinson@sha-llc.com
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Other Names Used with Debtor:	Amends Claim: No Acquired Claim: No			
Basis of Claim: breach of contract	Last 4 Digits: No	Uniform Claim Identifier:		
Total Amount of Claim: 36198.74	Includes Interest or Charges: No			
Has Priority Claim: No	Priority Under:			
Has Secured Claim: No Amount of 503(b)(9): No Based on Lease: No Subject to Right of Setoff: No	Nature of Secured Amount: Value of Property: Annual Interest Rate: Arrearage Amount: Basis for Perfection: Amount Unsecured:			
Submitted By: Angel Sanabria on 20-Jun-2024 8:15:10 p.m. Eastern Time Title: CEO Company: MedCloud Depot, LLC				

EXHIBIT “B”

Geoffrey Aaronson

From: Sydney Reitzel <sreitzel@veritaglobal.com>
Sent: Friday, June 21, 2024 4:58 PM
To: zallinson@sha-llc.com; Geoffrey Aaronson
Cc: !NA Verita Cano Health; Wheeler, Emma
Subject: Cano Health - MedCloud Ballot

Hello,

We reviewed the recently filed objection filed regarding submitting the MedCloud ballot. The ID and Pin are below. Please note you do not need to enter an email address as the ID.

Please use the following link: <https://eballot.veritaglobal.net/CanoHealth>

ID	eBallot Pin	Voting Amount	Class	Debtor Name	CreditorName
26058684	McpmfU2D	\$852,936.94	5	Cano Health, LLC	MEDCLOUD DEPOT LLC.

Thanks,

Sydney Reitzel

Director
 Corporate Restructuring
 222 N. Pacific Coast Highway, 3rd Floor | El Segundo, CA, 90245
sreitzel@veritaglobal.com
 M 310.529.0219

Verita

veritaglobal.com

We hope you saw the exciting news that KCC is now Verita! Your day-to-day workflow, case team and communication with us will remain the same. We encourage you to check out our new website at www.veritaglobal.com. Please let us know if you have any questions.

The information in this e-mail and any attachments are for the sole use of the intended recipient and may contain privileged or confidential information. Delivery to other than the intended recipient shall not be deemed to waive any privilege. Any unauthorized use, disclosure, copying or distribution of this message or attachment is strictly prohibited. If you believe that you have received this e-mail in error, please contact the sender immediately and delete the e-mail and all of its attachments.

EXHIBIT “C”

Verita (KCC) eBallot Summary

For phone assistance: Domestic (866) 381-9100 | International 001-310-823-9000

Debtor: Cano Health, LLC
District: District of Delaware

Voter Certification:

MEDCLOUD DEPOT LLC.
13155 SW 134th Street Ste 211
Miami, FL 33186

Title:
Attorney for MedCloud Depot LLC

Name of Signatory (If other than Holder): ¹⁶
Geoffrey S Aaronson, Esq., Attorney for
MedCloud Depot LLC

Telephone No.:
7865943000

E-mail Address:
gaaronson@aspalaw.com

Signature:
Geoffrey S Aaronson

Address or Contact Change:

Time Submitted:

6/21/2024 2:07:46 PM Pacific Time

Plan:

Fourth Amended Joint Chapter 11
Plan of Reorganization of Cano
Health, Inc. and Its Affiliated Debtors

Class:

5 - Non-RSA GUC Claims

Ballot Response(s):

Item 3. Vote on Plan

The holder of a Class 5 Non-RSA GUC Claim against the Debtor set forth in Item 2 votes to (please check one):

Response: Reject

The Holder of the Class 5 Non-RSA GUC Claim set forth in Item 1 elects to:

(Select the below to opt out of the releases described in Item 4. Leave blank if you do not wish to opt out.)

Response: Opt Out of the Third Party Release

The undersigned certifies that it elects to voluntarily and irrevocably reduce the amount of its Class 5 Non-RSA GUC Claim to \$10,000 (inclusive of any postpetition interest or penalties) and have such \$10,000 Claim treated as a Class 6 Convenience Claim pursuant to the Plan. Holders of Non-RSA GUC Claims that make such election shall only be entitled to a distribution on one Convenience Claim against the Debtors in full and final satisfaction of all of such Holders' Claims that are based on the same liability or obligation as the Class 5 Non-RSA GUC Claim.

(Select the below to elect Convenience Class treatment. Leave blank if you do not wish to elect.)

No Response



IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

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

**BALLOT FOR ACCEPTING OR REJECTING THE JOINT CHAPTER 11 PLAN OF
REORGANIZATION OF CANO HEALTH, INC. AND ITS AFFILIATED DEBTORS**

CLASS 5 NON-RSA GUC CLAIMS²

**PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING
BALLOTS CAREFULLY BEFORE COMPLETING THE BALLOT.**

**THIS BALLOT MUST BE ACTUALLY RECEIVED BY JUNE 21, 2024, BY 5:00 P.M.
(PREVAILING EASTERN TIME) (THE “VOTING DEADLINE”).**

Please click [here](#) to view the instructions for completing the ballot.

The above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) have sent this Ballot to you because our records indicate that you are a holder of a Class 5 Non RSA GUC Claim, and accordingly, you have a right to vote to accept or reject the *Fourth Amended Joint Chapter 11 Plan of Reorganization of Cano Health, Inc. and Its Affiliated Debtors* [Docket No. 864] (as may be amended, supplemented, or otherwise modified, the “**Plan**”).³

Your rights are described in the Debtors’ *Disclosure Statement for Fourth Amended Joint Chapter 11 Plan of Reorganization of Cano Health, Inc. and Its Affiliated Debtors*, and all

exhibits related thereto [Docket No. 866] (as may be amended, supplemented, or otherwise modified, the “**Disclosure Statement**”) and the Disclosure Statement Order. The notice of the Confirmation Hearing, the Disclosure Statement Order, and a USB flash drive containing the Disclosure Statement and the Plan are included in the packet you are receiving with this Ballot. If you need to obtain additional solicitation materials, you may contact Kurtzman Carson Consultants LLC, the voting agent retained by the Debtors in these chapter 11 cases (“**KCC**”), by: (a) accessing KCC’s chapter 11 case website at <https://www.kccllc.net/CanoHealth>; (b) 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.kccllc.net/CanoHealth/Inquiry>, or (c) by telephone at 1 888 251-2679 (Domestic) or 1-310-751-2609 (International). You may also obtain copies of any pleadings filed in these chapter 11 cases for a fee via PACER at: <http://www.deb.uscourts.gov>.

The Court has approved the Disclosure Statement as containing adequate information, as required under section 1125 of the Bankruptcy Code. Court approval of the Disclosure Statement does not indicate approval of the Plan by the Court. This Ballot may not be used for any purpose other than to vote to accept or reject the Plan. If you believe you have received this Ballot in error, please contact KCC at the address or telephone number set forth above.

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the Plan’s classification and treatment of your Claim. Your Claim has been placed in Class 5 under the Plan. If you hold Claims in more than one (1) Class, you will receive a Ballot for each Class in which you are entitled to vote.

If KCC does not receive your Ballot on or before the Voting Deadline, which is **June 21, 2024, at 5:00 p.m. (prevailing Eastern Time)**, and if the Voting Deadline is not extended, your vote will not count. **If the Court confirms the Plan, it will bind you regardless of whether you vote.** You may submit your Ballot through KCC’s online electronic balloting portal (the “**E-Ballot Portal**”) or by returning this paper Ballot.

KCC’s E-Ballot Portal is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email or other means of electronic transmission will not be counted.

If your Ballot is not received by KCC on or before the Voting Deadline, and such Voting Deadline is not extended by the Debtors as noted above, your vote will not be counted.

Item 1. Treatment of Your Class 5 Non-RSA GUC Claim.

Subject to the terms and conditions of the Plan, you will receive the following treatment on account of your Class 5 Non-RSA GUC Claim if it is Allowed and the Plan is consummated:

Treatment: Except to the extent a holder of an Allowed Non-RSA GUC Claim agrees to a less favorable treatment of such Claim, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed Non-RSA GUC Claim, each holder of an Allowed Non-RSA GUC Claim shall receive, on or as soon as reasonably practicable after the Effective Date, such holder's Pro Rata share of (x) the MSP Cash Amount,⁴ (y) any Incremental Non-RSA GUC Cash,⁵ and (z) the Litigation Trust Interests;⁶ provided, however, that the Creditors' Committee may, prior to the Effective Date, in its sole and absolute discretion, determine to reallocate an amount equal to the Litigation Trust Reallocated Amount⁷ to fund the Litigation Trust⁸ and the Litigation Trust Expenses;⁹ *provided, further, however* that, following the Effective Date, the Litigation Trustee may, in the exercise of its business judgment, determine to reallocate all or a portion of any Litigation Trust Distributable Proceeds¹⁰ and/or CPE Asset Sale Proceeds¹¹ (if any) received after the Effective Date to fund the Litigation Trust.

For additional discussion of your treatment and rights under the Plan, please read the Disclosure Statement and the Plan.

Item 2. Amount of Claim.

The undersigned hereby certifies that as of the Voting Record Date, **May 17, 2024**, the undersigned Holder was the holder of a Class 5 Non-RSA GUC Claim in the principal amount(s) for voting and against the Debtor set forth below:

Amount of Claim:

\$852,936.94

Debtor:

Cano Health, LLC

Item 3. Vote on Plan

The holder of a Class 5 Non-RSA GUC Claim against the Debtor set forth in Item 2 votes to (please check one):

Reject

Any Ballot that is executed by the Holder of a Claim, but that indicates both an acceptance and a

If no holders of Class 5 Non-RSA GUC Claims eligible to vote to accept or reject the Plan vote on the Plan, then the Plan will be deemed accepted by Class 5.

IF YOU VOTE TO ACCEPT THE PLAN, YOU WILL ALSO BE DEEMED TO PROVIDE CERTAIN RELEASES TO THIRD PARTIES UNLESS YOU ALSO SELECT THE OPT OUT BOX IN ITEM 4 BELOW.

Item 4. Section 10.6(b) of the Plan provides for the following Third Party Release:

As of the Effective Date, except for the right to enforce the 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 Plan, the Releasing Parties¹² 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 Parties¹³ 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, redetermination 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 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 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 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 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,

IMPORTANT INFORMATION REGARDING THE THIRD PARTY RELEASE:

CHECK THE BOX BELOW IF YOU ELECT NOT TO GRANT THE RELEASES CONTAINED IN SECTION 10.6(B) OF THE PLAN. IF YOU VOTE TO ACCEPT THE PLAN AND DO NOT CHECK THE BOX BELOW, YOU SHALL BE DEEMED TO HAVE CONSENTED TO THE RELEASE PROVISIONS SET FORTH IN SECTION 10.6(B) OF THE PLAN. ELECTION TO WITHHOLD CONSENT IS AT YOUR OPTION.

The Holder of the Class 5 Non-RSA GUC Claim set forth in Item 1 elects to:

(Select the below to opt out of the releases described in Item 4. Leave blank if you do not wish to opt out.)

Opt Out of the Third Party Release

Item 5. Convenience Claim Election. Select the drop down below if you elect to have your Class 5 Non-RSA GUC Claim reduced to the amount of \$10,000 (inclusive of any postpetition interest or penalties) and treated as a Class 6 Convenience Claim pursuant to the Plan. Pursuant to the Plan, each holder of a Class 6 Convenience Claim will receive Cash in an amount equal to the lesser of (x) 50% of its Allowed Convenience Claim¹⁴ or (y) its Pro Rata share of the Convenience Claim Cap.¹⁵

If you select the drop down in this Item 5 and elect to have your claim irrevocably reduced to \$10,000 (inclusive of any postpetition interest or penalties) and treated as a Convenience Claim, you will not be entitled to any other recovery or distribution on account of your Non-RSA GUC Claim in Class 5. You must vote to accept the Plan in order to elect to have your Non-RSA GUC Claim treated as a Convenience Claim.

The undersigned certifies that it elects to voluntarily and irrevocably reduce the amount of its Class 5 Non-RSA GUC Claim to \$10,000 (inclusive of any postpetition interest or penalties) and have such \$10,000 Claim treated as a Class 6 Convenience Claim pursuant to the Plan. Holders of Non-RSA GUC Claims that make such election shall only be entitled to a distribution on one Convenience Claim against the Debtors in full and final satisfaction of all of such Holders' Claims that are based on the same liability or obligation as the Class 5 Non-RSA GUC Claim.

(Select the below to elect Convenience Class treatment. Leave blank if you do not wish to elect.)

If you have voted to reject the Plan, then you may not complete this Item 5, and if you complete this Item 5, your Convenience Claim election will be ineffective.

Item 6. Certifications

By signing this Ballot, the undersigned certifies to the Court and the Debtors:

1. that as of the Voting Record Date, the undersigned is either: (a) the Entity THAT is the holder of the Class 5 Non-RSA GUC Claim(s) being voted; or (b) the Entity THAT is an authorized signatory for an Entity that is a holder of the Class 5 Non-RSA GUC Claim(s) being voted;
2. that the Entity has received a copy of the Disclosure Statement, the Plan, and the Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;
3. that the Entity has cast the same vote with respect to all Class 5 Non-RSA GUC Claims;
4. that no other Ballots with respect to the amount of the Class 5 Non-RSA GUC Claim(s) identified in Item 2 have been cast or, if any other Ballots have been cast with respect to such Claim(s), then any such Ballots dated earlier are hereby revoked;
5. that the Entity acknowledges that a vote to accept the Plan constitutes an acceptance of the treatment of such Entity's Class 5 Non-RSA GUC Claim(s);
6. that the Entity understands and, if accepting the Plan, agrees with the treatment provided for its Claim(s) under the Plan;
7. that the Entity acknowledges and understands that (a) if no Holders of Claims eligible to vote in a particular Class vote to accept or reject the Plan, the Plan shall be deemed accepted by the Holders of such Claims in such Class; and (b) any Class of Claims that does not have a Holder of an Allowed Claim or a Claim temporarily allowed by the Court as of the date of the Confirmation Hearing shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code; and
8. that the Entity acknowledges and agrees that the Debtors may make conforming changes to the Plan to the extent provided by Bankruptcy Rule 3019 as may be reasonably necessary; provided, that the Debtors will not re-solicit acceptances or rejections of the Plan in the event of such conforming changes.

Sign and date your Ballot. Your signature is required in order for your vote to be counted. If the Claim voted with this Ballot is held by a partnership, the Ballot should be executed in the name of the partnership by a general partner. If the Claim is held by a corporation, the Ballot must be executed by an authorized officer of such corporation.

If you believe that you have received the wrong Ballot, please immediately contact the Voting Agent at (888) 251-2679 (U.S./Canada) or (310) 751-2609 (International).

If you are completing this Ballot on behalf of another person or entity, indicate your relationship with that person or entity and the capacity in which you are signing.

Provide your name and mailing address if (i) different from the printed address that appears on the Ballot or (ii) no pre-printed address appears on the Ballot.

PLEASE COMPLETE, SIGN, AND DATE THE BALLOT AND SUBMIT IT PROMPTLY. YOUR BALLOT MUST BE ACTUALLY RECEIVED BY THE VOTING DEADLINE, WHICH IS 5:00 P.M. PREVAILING EASTERN TIME ON JUNE 21, 2024.

Name of Holder

MEDCLOUD DEPOT LLC.

Signature:

Geoffrey S Aaronson

Name of Signatory (If other than Holder):¹⁶

Geoffrey S Aaronson, Esq., Attorney for
MedCloud Depot LLC

Title:

Attorney for MedCloud Depot LLC

Address:

13155 SW 134th Street Ste 211, Miami, FL 33186

Telephone No.:

7865943000

E-mail Address:

gaaronson@aspalaw.com

¹The 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.

²**Non-RSA GUC Claims** means any Claim against any of the Debtors that is not an Administrative Expense Claim, Priority Tax Claim, Other Priority Claim, Other Secured Claim, DIP Claim, First Lien Claim, Intercompany Claim, RSA GUC Claim, Convenience Claim, or Subordinated Claim under the Plan. For the avoidance of doubt, Non-RSA GUC Claims include any Claim for damages resulting from or based on the Debtors' rejection of an executory contract or unexpired lease.

³Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Plan, Disclosure Statement (as defined herein) or the *Order (I) Approving the Proposed Disclosure Statement and Form and Manner of Notice of Disclosure Statement Hearing; (II) Establishing Solicitation and Voting Procedures, (III) Scheduling Confirmation Hearing, (IV) Establishing Notice and Objection Procedures for Confirmation of the Proposed Plan, and (V) Granting Related Relief* (the "**Disclosure Statement Order**"), as applicable, or as the context otherwise requires.

Case 24-10164-KBO Doc 1121-3 Filed 06/26/24 Page 10 of 11
⁴ **MSP Cash Amount** means Cash in an amount equal to the MSP Recovery Proceeds less the Convenience Claim Cash Amount.

⁵ **Incremental Non-RSA GUC Cash** means an amount of Cash of up to \$1,000,000 comprised solely of a combination of one or more of the following: (i) the De Minimis Asset Sale Proceeds in an amount up to the De Minimis Asset Sale Proceeds Cap, (ii) the CPE Asset Sale Proceeds, and (iii) the Simply/MSP Proceeds.

⁶ **Litigation Trust Interests** means the interests in the Litigation Trust, which shall be distributed to the Litigation Trust Beneficiaries, in accordance with Section 5.8 of the Plan and the Litigation Trust Agreement.

⁷ **Litigation Trust Reallocated Amount** means the amount of Cash reallocated from the MSP Cash Amount and the Incremental Non-RSA GUC Cash and instead funded to the Litigation Trust on the Effective Date for purposes of administering the Litigation Trust (including funding the Litigation Trust Expenses), which amount (x) shall be determined by the Creditors' Committee in its sole and absolute discretion no later than five (5) business days prior to the Effective Date (provided that the Debtors shall make reasonable efforts to provide the Committee with five (5) business days' advance notice of the anticipated Effective Date) and (y) shall not, for the avoidance of doubt, include the Initial Litigation Trust Funded Amount, which amount shall be funded by the Debtors on the Effective Date.

⁸ **Litigation Trust** means that certain trust to be established on the Effective Date for the benefit of holders of Allowed Non-RSA GUC Claims in accordance with Section 5.8 of the Plan.

⁹ **Litigation Trust Expenses** means any fees and expenses (including, for the avoidance of doubt, professional fees) incurred by the Litigation Trustee in the administration of the Litigation Trust.

¹⁰ **Litigation Trust Distributable Proceeds** means the Cash proceeds, whether by settlement, adjudication or otherwise, of any Litigation Trust Causes of Action, or the Cash proceeds of any other assets of the Litigation Trust, net of any Litigation Trust Expenses.

¹¹ **CPE Asset Sale Proceeds** means the aggregate cash proceeds from the sale of the CPE Assets, whether sold by the Debtors or the Reorganized Debtors, as applicable, prior to or after the Effective Date.

¹² **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 Plan and do not opt out of granting the releases set forth in the 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.

¹³ **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 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 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 Plan) shall not be Released Parties under the Plan.

¹⁴ **Convenience Claim** means any Claim that would be a Non-RSA GUC Claim but for the fact that it (i) is scheduled or asserted as a fixed, liquidated and non contingent Claim in the amount of \$10,000 or less, or (ii) at the election of the holder of the Non-RSA GUC Claim and upon voting to accept the Plan, will be reduced to a fixed, liquidated and non-contingent Claim in the amount of \$10,000; provided, however, that (x) no holder of a Non-RSA GUC Claim may subdivide its Claim into multiple Claims of \$10,000 or less for purposes of receiving treatment as a Convenience Claim; (y) no Consenting Creditor may elect to have its Non-RSA GUC Claim (if any) treated as Convenience Claims; and (z) to the extent a holder of a Convenience Claim holds any joint and several liability claims, guaranty claims, or other similar claims against any other Debtor arising from or relating to the same obligations or liability as such Convenience Claim, such holder shall only be entitled to a distribution on account of one Convenience Claim against the Debtors in full and final satisfaction of all such Claims.

¹⁵ **Convenience Claim Cap** means \$400,000.

¹⁶ If you are completing this Ballot on behalf of another person or entity, indicate your relationship with such person or entity and the capacity in which you are signing. You may be required to provide additional information or documentation with respect to such relationship.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing will be served on all electronic notice parties via the Court's CM/ECF service on June 26, 2024, with courtesy copies to be served via e-mail upon the following Email Service List:

/s/ Geoffrey S. Aaronson
Geoffrey S. Aaronson, Esq.

EMAIL SERVICE LIST

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