



March 27, 2025

FILED

2025 APR -2 A 9:32

CLERK  
US BANKRUPTCY COURT  
DISTRICT OF DELAWARE

Via US Certified Mail

Hon. Judge Karen Owens  
824 North Market Street  
6<sup>th</sup> Floor, Courtroom 3  
Wilmington, Delaware 19801

**RE: Follow Up Letter / Cano Health, et al., Case No. 24-10164**

Honorable Judge Owens:

I am writing as follow up to my letter dated July 23, 2024 (See attachment A or Docket #1281 "Letter to the Court"), where we responded to a Notice for Rejection Damages Claim. This letter was provided to the court and counsels for the debtors (see Attachment B), reserving CRMG's rights in this matter and notifying parties involved of the criminal actions taken by the now, Reorganized Debtors. To date we have not received a response from anyone.

Recently, we received an Order filed on 01/27/2025 (docket # 1526), extending the period the Reorganized Debtors may remove actions. We would like to respectfully remind the court that DGM, LLC ("Reorganized Debtor"), a subsidiary of Cano Health, brazenly **FALSIFIED** our Medicare Network Provider Agreement. In addition, the Reorganized Debtors created a new company called "**DGM, LLC**" (not an acronym) to deceptively make it appear as if it were a better-known company called **Doctors Group Management, Inc**, commonly known as "**DGM**". By attempting to reproduce my signature along with the signatures of five (5) licensed healthcare providers and misrepresent companies, actions which clearly constitute **FALSE REPRESENTATION AND ACTUAL FRAUD**, CRMG was bound to the Reorganized Debtors in the eyes of United Healthcare (UHC), the Third Party of the aforementioned network provider agreement. UHC would not allow CRMG to terminate the falsified contract, hence, CRMG continued rendering medical services to UHC Medicare members while not being paid We

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affirmed and signed affidavits to this extent. Our debt must not be discharged based on Section 523 of the Bankruptcy Code exempts from discharge "any debt . . . for money, property, services, or an extension, renewal, or refinancing of credit, to the extent obtained by . . . false pretenses, a false representation, or actual fraud. . ." 11 U.S.C. § 523(a)(2)(A).

CRMG has suffered significant losses resulting from this fraudulent act. Prior to Cano's Bankruptcy filing, on April 6, 2023, we attempted to seek relief by filing a civil action against DGM, LLC in Miami-Dade County Circuit Court (Local Case# 2023-014928-CA-01/State Case# 132023CA014928000001). On February 8, 2024, a Bankruptcy Stay was placed on the proceedings. It appears Cano Health et al. has exited bankruptcy; however, it is not clear whether our Miami Dade Court case can resume?

I apologize in advance for any errors in terms of timing, procedure and format. Please let me know the consequence of this letter and if you need any further information or have any questions, you may contact me at rblanco@coralreefmedical.com.

Respectfully,

**CORAL REEF MEDICAL GROUP.**

Robert Blanco  
Owner

A handwritten signature in blue ink, consisting of a large, stylized 'R' followed by a horizontal line that curves upwards at the end.

Cc: Michael Peterson, Esq.  
Antonio Blanco, M.D.

**A**



July 23, 2024

**Via e-mail and US Certified Mail**

Richards, Layton & Finger, P.A.  
920 N. King Street  
Wilmington, Delaware 19801

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824 North Market Street  
6<sup>th</sup> Floor, Courtroom 3  
Wilmington, Delaware 19801

Weil, Gotshal, & Manages LLP  
767 Fifth Avenue  
New York, New York 10153

**RE: Proof of Claim / Rejection Damages Claim / Cano Health, et al., Case No. 24-10164**

To Whom It May Concern:

Recently CORAL REEF MEDICAL GROUP ["CRMG"] received a Notice of Occurrence that was filed on June 28, 2024. Per section 8.3 of the Fourth Amended Plan [Docket No. 1125] Rejection Damage Claims must be "filed with the Bankruptcy Court and served upon counsel for the Debtors or the Reorganized Debtors, as applicable, no later than thirty (30) days after the filing and service of the notice of the occurrence of the Effective Date". I apologize in advance, because I am not certain of the timing, procedure, purpose nor format; regardless, I would like file rejection damages claim with respect to our contract with DGM MSO LLC, a subsidiary of Cano Health [collectively "DEBTORS"] and **reserve all our rights and claims.**

An Order Pursuant to 11 U.S.C. §§ 105(a), 365(a), and 554(a) and Federal Rules of Bankruptcy Procedure 6006 (l) Authorizing the Debtors to (A) Reject Certain Executory Contracts and Unexpired Leases of Nonresidential Real Property, and (B) Abandon De Minimis Property in

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Connection Therewith, and (II) Granting Related Relief [Docket No. 910], was filed on June 30, 2024. On Schedule 1 of this Order, CRMG's Network Provider Agreement with the DEBTORS was to be rejected as of the Rejection Date April 30, 2024.

On the Notice of Occurrence it states "...all conditions precedent to the consummation of the Plan were satisfied or waived in accordance with Article IX of the Plan...Accordingly, the Plan was substantially consummated and became effective on June 28, 2024". I am very confused about this. I have spoken and written to several people about our case and the FRAUD that was perpetrated by the DEBTORS. I've had a conference call with Mr. Ben Hackman (USTP) with Mr. Jon Lipshie (USTP) and our attorney on February 14, 2024, where we discussed the fraud in fine detail. I also outlined these details in our Proof of Claim that we submitted to the courts on April 22, 2024, and yet no one has addressed it. In addition, I provided the same details to the Department of Health and Human Services, Office of Inspector General for criminal investigation. I'm not certain what, if anything, they have done with it? I also called Ms. Claire Brady, Judicial Assistant for the Honorable Judge Karen Owens, and left a detailed voice message: no response as of the date of this letter.

The Network Provider Agreement was for a delegated Federal program of the Centers for Medicare and Medicaid Services (CMS). This contract, again, for a Federal Program, was FORGED. The undersigned signature along with five (5) licensed health care providers' signatures were falsified. According to Chapter 831.01 of Florida state statutes, anyone who commits forgery, i.e., "falsely makes, alters, forges or counterfeits," any document with legal standing, or who utters, passes or tenders fake banknotes, is thereby guilty of having committed a third-degree felony. On a Federal level There are multiple federal laws that prohibit forgery or falsifying documents, including: 18 U.S.C. § 1002 Possession of false documents with the intent to defraud the United States is a federal crime that can result in up to five years in prison and/or fines. This includes using false documents to support a false claim to obtain money from the government. 18 U.S.C. § 471 Forgery is defined as the production, copying, or imitation of documents or objects with the intent to defraud or gain financially. This can include forging documents, signatures, or artwork. Depending on the document, the offense can be charged as a misdemeanor or felony and can result in 5–10 years in prison, fines of \$10,000–\$25,000, and other consequences. 18 U.S.C. § 1519 This law prohibits the destruction, alteration, or falsification of records in federal investigations and bankruptcy.

Considering the above, *Section 523 of the Bankruptcy Code exempts from discharge “any debt . . . for money, property, services, or an extension, renewal, or refinancing of credit, to the extent obtained by . . . false pretenses, a false representation, or actual fraud. . .” 11 U.S.C. § 523(a)(2)(A).* So how is this court handling our case and damages? Did the Debtors disclose this matter to the Bankruptcy Court? Were they legally obligated to disclose it? In addition, to reserving our rights and any claims, CRMG deserves answers. Is the stay in the civil suit lifted? On April 6, 2023, in Miami Dade County CRMG filed civil suit against the DEBTORS (Local Case# 2023-014928-CA-01/State Case# 132023CA014928000001). After months, the trial was set for February 19, 2024. However, the DEBTOR’S Bankruptcy filing forced a stay in CRMG’s case, which was delayed and under strict Case Management Orders by the Judge. All the documents and sworn affidavits can be found on-line with the Miami Dade Clerk of Courts.

One may ask, why isn’t CRMG’s attorney dealing with this matter? To answer that we must go to the beginning of the end and repeat some details. On February 14, 2023, CRMG provided termination notice to University Health /Doctors Group Management, two (2) companies acquired by Cano Health in June 2021. Shortly after the term notice the DEBTOR stopped paying CRMG’s monthly capitation payments, along with supplying critical reports and other patient related support. It has financially crippled **CRMG with damages exceeding 1.35M.**

Early in the termination process, the DEBTORS claimed CRMG was contractually committed to them for another two (2) years, based on a mandatory three (3) years 2021 contract. The DEBTOR’s staff provided a copy of the unknown 2021 contract to CRMG. After reviewing the contract, it was evident that neither CRMG’s Corporate Officer, Medical Director, nor any of its licensed providers signed the contract. Aware of the dereliction, in good faith, CRMG still attempted to negotiate an amicable severance from the DEBTOR with their leadership, including the former CEO and current CEO, Mr. Mark Kent, and later through their attorneys. All attempts were unsuccessful.

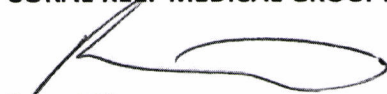
It appears at the time the DEBTORS had much bigger problems than CRMG. They were facing serious liquidity issues. So CRMG’s only recourse was to file a lawsuit. With the DEBTORS not paying CRMG and now the added burden of legal fees associated with a lawsuit, CRMG was financially strained and to make matters worse, CRMG’s billing clearinghouse was Change Healthcare. As you may know, Change suffered a massive ransomware attack in February 2024, paralyzing the healthcare industry. CRMG was unable to bill for four (4) months because of the attack. CRMG has taken an enormous financial hit. And that’s why CRMG foolishly, yet steadfast, presses on without the guidance and benefit of their attorney. Again, given the amount of people and organizations that are aware of the fraudulent contract, such as Mr. Mark Kent, Mr. Benjamin Hackman, Cano’s in house counsel and outside counsel, HHS-OIG, and

stated very clearly under penalty of perjury on the Proof of Claim filed with Bankruptcy Court (4/22/2024), I would think someone would have an obligation to disclose and address this problem?

I sincerely apologize for the length of this letter and any errors or omissions in terms of timing, procedure and format, but please let me know the consequence of this letter and if you need further information or have any questions, contact me at [rblanco@coralreefmedical.com](mailto:rblanco@coralreefmedical.com).

Respectfully,

**CORAL REEF MEDICAL GROUP.**

A handwritten signature in black ink, appearing to be 'Robert Blanco', written over a horizontal line.

Robert Blanco  
Owner

Cc: Hon. Karen Owens  
Antonio Blanco, M.D.

**B**



2/17/25, 6:34 PM

Mail - Robert Blanco - Outlook



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**Fwd: Coral Reef Medical Group / Cano Health Rejection Damages Claim / Case 24-10164 KBO**

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**From** Robert Blanco <rblanco@coralreefmedical.com>**Date** Mon 8/12/2024 5:06 PM**To** Michael P. Peterson <michael@pbmlegal.net> 1 attachment (803 KB)

CRMG Cano Health Rejection Damages Claim 04232024.pdf;

Fyi- its embarrassing for me.

Sent from my T-Mobile 4G LTE Device

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**From:** Robert Blanco**Sent:** Wednesday, July 24, 2024 8:14:46 PM**To:** collins@rlf.com merchant@rlf.com steele@rlf.com gary.holtzer@weil.com jessica.liou@weil.com  
matthew.goren@weil.com kevin.bostel@weil.com <rachael.foust@weil.com>**Cc:** tbblanco <tbblanco@aol.com>**Subject:** Coral Reef Medical Group / Cano Health Rejection Damages Claim / Case 24-10164 KBO

Good evening All-

Please pardon this shotgun approach and the late hour. I'm certain I'm not doing things appropriately, but it's the best I could come up with. If you would, kindly read the attach letter and let me know if it changes anything and the next step. If you have any questions or comments, please do not hesitate to reach out to me via email. Thank you in advance.

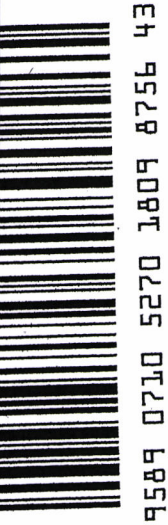
Best Regards,

CORAL REEF MEDICAL GROUP

Robert Blanco



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