

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

-----	X	
In re	:	Chapter 11
	:	
CANO HEALTH, INC.,	:	Case No. 24-10164 (KBO)
	:	
Reorganized Debtor. ¹	:	Re: Docket No. 1552
-----	X	

CERTIFICATION OF COUNSEL REGARDING ORDER
APPROVING STIPULATION AND AGREEMENT RESOLVING DISPUTES
BETWEEN THE REORGANIZED DEBTORS AND DR. CASEY BOYER

The undersigned hereby certifies as follows:

1. Beginning on February 4, 2024 (the “**Petition Date**”) Cano Health, Inc. and certain of its subsidiaries (collectively, the “**Debtors**,” and following the Plan Effective Date (as defined below), the “**Reorganized Debtors**”) each commenced with the United States Bankruptcy Court for the District of Delaware (the “**Court**”) a voluntary case under chapter 11 of title 11 of the United States Code.

2. On June 28, 2024, the Court entered an order [Docket No. 1148] (the “**Confirmation Order**”) confirming the *Modified Fourth Amended Joint Chapter 11 Plan of Reorganization of Cano Health, Inc. and Its Affiliated Debtors* [Docket No. 1125] (including any exhibits, schedules, and supplements thereto and as may be amended, restated, supplemented, or otherwise modified from time to time in accordance with the terms thereof, the “**Plan**”). On the

¹ The Reorganized Debtor in this chapter 11 case, along with the last four digits of the Reorganized Debtor’s federal tax identification number, is Cano Health, Inc. (4224) (“**CHI**”). On August 13, 2024, the Court entered an order closing the chapter 11 cases of CHI’s debtor affiliates, (collectively, the “**Closed Case Debtors**”). A complete list of the Closed Case Debtors may be obtained on the website of the Reorganized Debtor’s claims and noticing agent at <https://veritaglobal.net/canohealth>. The Reorganized Debtor’s mailing address is 9725 NW 117th Avenue, Miami, Florida 33178.



same day (the “**Plan Effective Date**”), the effective date of the Plan occurred. *See* Docket No. 1152.

3. Section 10.5 of the Plan and Paragraph 31 of the Confirmation Order establish the “**Plan Injunction**,” which supersedes the automatic stay in most respects and expressly prohibits (1) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action, or other proceeding of any kind with respect to any prepetition claims against the Debtors or Reorganized Debtors, and (2) any effort to enforce, collect, or recover on any judgment based on any prepetition claims.

4. Prior to the Petition Date, Boyer and Debtor Cano Health, LLC (“**Cano LLC**”) entered into that certain *Asset Purchase Agreement* (the “**Boyer APA**”), pursuant to which the Debtors agreed to acquire Boyer’s medical practice. In connection therewith, Boyer and Cano LLC entered into that certain *Employment Agreement*, dated as of May 7, 2021 (the “**Boyer Employment Agreement**,” and together with the Boyer APA, the “**Boyer Agreements**”), pursuant to which the Debtors employed Boyer as a physician providing outpatient medical services.

5. On April 19, 2024, Boyer filed proof of claim number 506 (the “**Boyer POC**”) in the Debtors’ chapter 11 cases. The Boyer POC asserts a claim in the amount of \$111,800, of which \$15,550 was asserted as a priority claim for wages under section 507(a)(4) of the Bankruptcy Code. The Boyer POC is based on the Boyer Employment Agreement and asserts: (i) \$110,000 (the “**Bonus Claim**”) on account of an annual performance bonus allegedly owing under the Boyer Employment Agreement, and (ii) \$1,800.00 as reimbursement for certain continuing education and licensing expenses that Cano LLC was allegedly required to pay under

the Boyer Employment Agreement (the “**Reimbursement Claim**,” and together with the Bonus Claim, the “**Boyer Claims**”).

6. On October 15, 2024, Boyer filed *Dr. Casey Boyer’s Motion to Compel Enforcement of Employment Agreement* [Docket No. 1491] (the “**Boyer Motion**”), requesting entry of an order requiring the Debtors to pay \$109,368 on account of the same Boyer Claims that were asserted in the Boyer POC. On November 1, 2024, the Reorganized Debtors filed an objection to the Boyer Motion [Docket No. 1506]. Prior to the hearing on the Boyer Motion, Boyer withdrew the Boyer Motion with the consent of the Debtors, without prejudice. *See* Docket No. 1515.

7. On January 23, 2025, Boyer filed a complaint (the “**Boyer Complaint**”) commencing the action captioned *Boyer v. Cano Health, LLC*, Case No. 2025-CA-000603 (AMB) (Fla. Cir. Ct. Jan. 23, 2025) (the “**Florida Action**”). The Boyer Complaint asserts the same Boyer Claims asserted in the Boyer POC and the Boyer Motion, and seeks damages in excess of \$100,000.

8. On March 19, 2025, the Reorganized Debtors filed the *Motion of Reorganized Debtors for Entry of an Order (I) Enforcing the Plan and Confirmation Order, (II) Imposing Sanctions and (III) Granting Related Relief* [Docket No. 1552] (the “**Enforcement Motion**”). In the Enforcement Motion, the Reorganized Debtors argued Boyer’s commencement of the Florida Action violated the Plan Injunction and requested entry of an order, among other things, compelling Boyer to dismiss the Florida Action, with prejudice.

9. The Parties have engaged in discussions and negotiations to avoid the expense and uncertainty regarding litigation of the Boyer Claims, the Boyer POC, the Boyer Motion, the Boyer Complaint, the Florida Action, the Enforcement Motions and all other disputes

arising out of or related to the Boyer Agreements, the sale of Dr. Boyer's medical practice to the Debtors, and/or Dr. Boyer's employment with the Debtors (collectively, the "**Disputes**").

10. The Parties have agreed to resolve the Disputes pursuant to that certain *Stipulation and Agreement Resolving Disputes Between the Reorganized Debtors and Dr. Casey Boyer* (the "**Stipulation**").

11. A proposed form of order approving the Stipulation is attached hereto as **Exhibit 1** (the "**Proposed Order**"). A true and correct copy of the Stipulation is attached to the Proposed Order as **Exhibit A**.

[Remainder of page intentionally left blank]

WHEREFORE, the Reorganized Debtors respectfully request entry of the Proposed Order, substantially in the form attached hereto as **Exhibit 1**, at the earliest convenience of the Court.

Dated: May 15, 2025
Wilmington, Delaware

/s/ Amanda R. Steele

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Attorneys for the Reorganized Debtors

Exhibit 1

Proposed Order

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

In re	X	
	:	Chapter 11
	:	
CANO HEALTH, INC.,	:	Case No. 24–10164 (KBO)
	:	
Reorganized Debtor. ¹	:	
	X	

**ORDER APPROVING STIPULATION AND AGREEMENT RESOLVING DISPUTES
BETWEEN THE REORGANIZED DEBTORS AND DR. CASEY BOYER**

Upon consideration of the *Stipulation and Agreement Resolving Disputes Between the Reorganized Debtors and Dr. Casey Boyer*, attached hereto as **Exhibit A** (the “**Stipulation**”), entered into by and between Cano Health, Inc. and the Closed Case Debtors (collectively, the “**Reorganized Debtors**,” and prior to the Plan Effective Date,² the “**Debtors**”) and Dr. Casey Boyer (“**Boyer**”); and the Court having jurisdiction to consider the Stipulation pursuant to 28 U.S.C. §§ 157 and 1334; and the Court having determined that the Stipulation is in the best interest of the Reorganized Debtors, the Debtors’ estates, and their creditors; and after due deliberation and sufficient cause appearing therefore,

¹ The Reorganized Debtor in this chapter 11 case, along with the last four digits of the Reorganized Debtor’s federal tax identification number, is Cano Health, Inc. (4224) (“**CHI**”). On August 13, 2024, the Court entered an order closing the chapter 11 cases of CHI’s debtor affiliates, (collectively, the “**Closed Case Debtors**”). A complete list of the Closed Case Debtors may be obtained on the website of the Reorganized Debtor’s claims and noticing agent at <https://veritaglobal.net/canohealth>. The Reorganized Debtor’s mailing address is 9725 NW 117th Avenue, Miami, Florida 33178.

² Capitalized terms used but not herein defined have the meanings ascribed to them in the Stipulation.

IT IS HEREBY ORDERED THAT

1. The Stipulation is hereby approved in its entirety in accordance with its terms and is incorporated herein by this reference.
2. Notwithstanding anything to the contrary in the Federal Rules of Bankruptcy Procedure or otherwise, the Stipulation and this Order shall be effective immediately upon the entry of this Order.
3. The Reorganized Debtors and Boyer are authorized to take any and all actions reasonably necessary to implement and effectuate the terms of the Stipulation.
4. This Court retains jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

Exhibit A

Stipulation

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

In re	X	
	:	Chapter 11
	:	
CANO HEALTH, INC.,	:	Case No. 24–10164 (KBO)
	:	
Reorganized Debtor. ¹	:	
	X	

**STIPULATION AND AGREEMENT RESOLVING DISPUTES
BETWEEN THE REORGANIZED DEBTORS AND DR. CASEY BOYER**

Cano Health, Inc. and the Closed Case Debtors (collectively, the “**Reorganized Debtors**” and, prior to the Plan Effective Date (as defined below), the “**Debtors**”) and Dr. Casey Boyer (“**Boyer**,” and collectively with the Reorganized Debtors, the “**Parties**”), by and through their respective undersigned counsel, hereby enter into this stipulation (this “**Stipulation**”) and stipulate as follows:

RECITALS

I. General Background

A. **WHEREAS**, beginning on February 4, 2024 (the “**Petition Date**”), the Debtors each commenced with the United States Bankruptcy Court for the District of Delaware (the “**Court**”) a voluntary case under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”).

B. **WHEREAS**, on June 28, 2024, the Court entered an order [Docket No. 1148] (the “**Confirmation Order**”) confirming the *Modified Fourth Amended Joint*

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Chapter 11 Plan of Reorganization of Cano Health, Inc. and Its Affiliated Debtors [Docket No. 1125] (including any exhibits, schedules, and supplements thereto and as may be amended, restated, supplemented, or otherwise modified from time to time in accordance with the terms thereof, the “**Plan**”).² On the same day (the “**Plan Effective Date**”), the effective date of the Plan occurred. *See* Docket No. 1152.

C. **WHEREAS**, section 10.5 of the Plan and Paragraphs 31 and 32 of the Confirmation Order establish the “**Plan Injunction**,” which supersedes the automatic stay in most respects and expressly prohibits (1) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action, or other proceeding of any kind with respect to any prepetition claims against the Debtors or Reorganized Debtors, and (2) any effort to enforce, collect, or recover on any judgment based on any prepetition claims.

II. The Boyer Disputes

D. **WHEREAS**, on or around May 7, 2021, Boyer and Debtor Cano Health, LLC (“**Cano LLC**”) entered into that certain *Asset Purchase Agreement* (the “**Boyer APA**”), pursuant to which the Debtors agreed to acquire Boyer’s medical practice. In connection therewith, Boyer and Cano LLC entered into that certain *Employment Agreement*, dated as of May 7, 2021 (the “**Boyer Employment Agreement**,” and together with the Boyer APA, the “**Boyer Agreements**”), pursuant to which the Debtors employed Boyer as a physician providing outpatient medical services.

E. **WHEREAS**, on April 19, 2024, Boyer filed proof of claim number 506 (the “**Boyer POC**”) in the Debtors’ chapter 11 cases. The Boyer POC asserts a claim in the amount of \$111,800, of which \$15,550 was asserted as a priority claim for wages under section 507(a)(4) of

² Capitalized terms used but not defined herein have the meanings given to them in the Plan.

the Bankruptcy Code. The Boyer POC is based on the Boyer Employment Agreement and asserts: (i) \$110,000 (the “**Bonus Claim**”) on account of an annual performance bonus allegedly owing under the Boyer Employment Agreement, and (ii) \$1,800.00 as reimbursement for certain continuing education and licensing expenses that Cano LLC was allegedly required to pay under the Boyer Employment Agreement (the “**Reimbursement Claim**,” and together with the Bonus Claim, the “**Boyer Claims**”).

F. **WHEREAS**, on October 15, 2024, Boyer filed *Dr. Casey Boyer’s Motion to Compel Enforcement of Employment Agreement* [Docket No. 1491] (the “**Boyer Motion**”), requesting entry of an order requiring the Debtors to pay \$109,368 on account of the same Boyer Claims that were asserted in the Boyer POC. On November 1, 2024, the Reorganized Debtors filed an objection to the Boyer Motion [Docket No. 1506]. Prior to the hearing on the Boyer Motion, Boyer withdrew the Boyer Motion with the consent of the Debtors, without prejudice. *See* Docket No. 1515.

G. **WHEREAS**, on January 23, 2025, Boyer filed a complaint (the “**Boyer Complaint**”) commencing the action captioned *Boyer v. Cano Health, LLC*, Case No. 2025-CA-000603 (AMB) (Fla. Cir. Ct. Jan. 23, 2025) (the “**Florida Action**”). The Boyer Complaint asserts the same Boyer Claims asserted in the Boyer POC and the Boyer Motion, and seeks damages in excess of \$100,000.

H. **WHEREAS**, on March 19, 2025, the Reorganized Debtors filed the *Motion of Reorganized Debtors for Entry of an Order (I) Enforcing the Plan and Confirmation Order, (II) Imposing Sanctions and (III) Granting Related Relief* [Docket No. 1552] (the “**Enforcement Motion**”). In the Enforcement Motion, the Reorganized Debtors argued Boyer’s commencement

of the Florida Action violated the Plan Injunction and requested entry of an order, among other things, compelling Boyer to dismiss the Florida Action, with prejudice.

I. The Parties have engaged in discussions and negotiations to avoid the expense and uncertainty regarding litigation of the Boyer Claims, the Boyer POC, the Boyer Motion, the Boyer Complaint, the Florida Action, the Enforcement Motions and all other disputes arising out of or related to the Boyer Agreements, the sale of Dr. Boyer's medical practice to the Debtors, and/or Dr. Boyer's employment with the Debtors (collectively, the "**Disputes**").

J. **WHEREAS**, the Parties wish to resolve the Disputes fully, finally and consensually on the terms and conditions set forth below.

STIPULATION

NOW, THEREFORE, UPON THE FOREGOING RECITALS, WHICH ARE INCORPORATED AS THOUGH FULLY SET FORTH HEREIN, IT HEREBY IS STIPULATED AND AGREED, BY AND AMONG THE PARTIES THAT:

1. This Stipulation shall have no force or effect unless and until approved by the Court (the approval date being the "**Stipulation Effective Date**").

2. In full and final satisfaction of any and all claims Boyer may have against the Debtors, the Reorganized Debtors, and the Debtors' estates, Boyer shall receive: (i) an Allowed Administrative Expense Claim in the amount of \$25,000 (the "**Allowed Administrative Claim**"), and (ii) an Allowed Non-RSA GUC Claim in the amount of \$111,800 (the "**Allowed GUC Claim**"). The Allowed Administrative Claim shall be paid within thirty days after the Stipulation Effective Date (the date of payment, the "**Payment Date**"). Upon the Payment Date, the Allowed Administrative Claim shall be deemed satisfied in full. The Allowed GUC Claim shall be paid in accordance with the terms of the Plan.

3. Verita Global (f/k/a Kurtzman arson Consultants LLC), the Debtors' court-appointed claims and noticing agent, shall be authorized to modify the claims register and to take all other steps necessary to reflect the agreements herein.

4. Within five business days following the Payment Date, Boyer shall dismiss the Florida Action, with prejudice.

5. Boyer shall be forever and permanently prohibited from commencing or continuing any action or otherwise acting to assert any claims and/or causes of action asserted or that could have been asserted against any of the Debtors, the Reorganized Debtors, or the Debtors' estates arising in connection with the Boyer Agreements, his employment by the Debtors, or that could otherwise have been asserted in connection with the Debtors' bankruptcy cases.

6. Upon the Stipulation Effective Date, the Enforcement Motion shall be deemed withdrawn.

7. Nothing contained in this Stipulation is intended to be or shall be construed as (i) a waiver by the Debtors or Reorganized Debtors of any claims or causes of action that may exist against any creditor or interest holder, (ii) an approval, assumption, or rejection of any agreement, contract, program, policy, or lease under section 365 of the Bankruptcy Code. Nothing contained in this Stipulation shall be construed, applied, or interpreted to change the terms of the Plan or the Confirmation Order in any respect.

8. In the event that the terms of this Stipulation are not approved by the Court, it shall be null and void and have no force or effect, and the Parties agree that, in such circumstances, this Stipulation (including statements in the Recitals) shall be of no evidentiary value whatsoever in any proceedings.

9. This Stipulation shall constitute the entire agreement and understanding of the Parties relating to the subject matter hereof and supersedes all prior agreements and understandings relating to the subject matter hereof.

10. Each of the undersigned who executes this Stipulation by or on behalf of a Party represents and warrants that he or she has been duly authorized and empowered to execute and deliver this Stipulation on behalf of such Party.

11. This Stipulation may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and it shall constitute sufficient proof of this Stipulation to present any copies, electronic copies, or facsimiles signed by the Parties here to be charged.

12. This Stipulation shall not be modified, altered, amended, or vacated without the written consent of both Parties hereto or by order of the Court.

13. This Stipulation shall be governed by, and construed in accordance with, the laws of the State of Delaware, except to the extent that the Bankruptcy Code applies, without regard to principles of conflicts of law that would require the application of laws of another jurisdiction.

14. The Court shall retain jurisdiction to resolve any disputes or controversies arising from this Stipulation.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, this Stipulation has been executed and delivered as of
the day and year first below written.

Dated: May 15, 2025

By: /s/ Adam Hiller

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