

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

In re:

GLOBAL WOUND CARE MEDICAL GROUP, a
Professional Corporation,¹

Debtor and Debtor in Possession.

Chapter 11

Case No. 24-34908 (CML)

**CERTIFICATE OF NO OBJECTION CONCERNING EMERGENCY MOTION FOR
ENTRY OF INTERIM AND FINAL ORDERS (I) AUTHORIZING THE DEBTOR TO
(A) CONTINUE USING ITS CASH MANAGEMENT SYSTEM, AND (B) MAINTAIN
EXISTING BANK ACCOUNT AND BUSINESS FORMS AND BOOKS AND RECORDS,
AND (II) GRANTING RELATED RELIEF**

On October 21, 2024, Global Wound Care Medical Group, a Professional Corporation, the debtor and debtor in possession in the above-captioned case (the “Debtor”), filed its (i) *Emergency Motion For Entry Of Interim And Final Orders (I) Authorizing The Debtor To (A) Continue Using Its Cash Management System, And (B) Maintain Existing Bank Account And Business Forms And Books And Records, And (II) Granting Related Relief* [Docket No. 6] (the “Motion”).

The Court granted the Motion on an interim basis on October 24, 2024, and ordered that objections to the final relief sought in the Motion must be filed on or prior to November 4, 2024, at 4:00 p.m. Central Prevailing Time (the “Objection Deadline”). See Docket No. 20.

The undersigned hereby certifies that the Objection Deadline has passed, and no objection or responsive pleading with respect to the Motion has been received or filed.

The proposed order approving the Motion on a final basis is attached hereto as **Exhibit “A.”**

¹ The last four digits of the Debtor’s tax identification number in the jurisdiction in which it operates is 3572.



Dated: November 8, 2024

Respectfully submitted,

DENTONS US LLP

/s/ Casey W. Doherty Jr.

Casey W. Doherty Jr.

DENTONS US LLP

1300 Post Oak Blvd.

Suite 650

Houston, TX 77056

Phone: (713) 658-4600

Email: casey.doherty@dentons.com

Samuel R. Maizel (admitted *pro hac vice*)

Tania M. Moyron (admitted *pro hac vice*)

DENTONS US LLP

601 S. Figueroa Street

Suite 2500

Los Angeles, CA 90017

Telephone: (213) 892-2910

Email: samuel.maizel@dentons.com

Email: tania.moyron@dentons.com

*Proposed Counsel to the Debtor and
Debtor-in-Possession*

CERTIFICATE OF SERVICE

This is to certify that I have on November 8, 2024, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Casey W. Doherty Jr.

EXHIBIT A

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

In re:

GLOBAL WOUND CARE MEDICAL GROUP, a
Professional Corporation,¹

Debtor and Debtor in Possession.

Chapter 11

Case No. 24-34908

(Emergency Hearing Requested)

**FINAL ORDER (I) AUTHORIZING
THE DEBTOR TO (A) CONTINUE USING ITS CASH MANAGEMENT
SYSTEM, AND (B) MAINTAIN EXISTING BANK ACCOUNT AND BUSINESS
FORMS AND BOOKS AND RECORDS, AND (II) GRANTING RELATED RELIEF**

Upon the emergency motion (the “Motion”)² of Global Wound Care Medical Group, a Professional Corporation, the debtor and debtor in possession in the above-captioned case (the “Debtor”), for entry of a final order (this “Final Order”), (A) authorizing the Debtor to (i) continue using the Cash Management System, including honoring certain prepetition obligations related thereto, and (ii) maintain its existing Bank Account, Business Forms, and Books and Records, and (B) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that (a) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); (b) venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; (c) the relief requested in the Motion is in the best interests of the Debtor’s estate, its creditors, and other parties in interest; and (d) the Debtor’s notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be

¹ The last four digits of the Debtor’s tax identification number in the jurisdiction in which it operates is 3572.

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

provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court, if any; and this Court having determined that the legal and factual bases set forth in support of the Motion establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. Subject to the limitations of this Final Order, the Debtor is authorized to: (a) continue using the Cash Management System as described in the Motion and honor any prepetition obligations related to the use thereof, including, but not limited to, any existing prefunding arrangements consistent with prepetition practice with the Bank, provided that the Debtor shall provide notice to the U.S. Trustee and any statutory committee appointed in this chapter 11 case of any material changes to the Cash Management System; (b) designate, maintain, and close the Bank Account; (c) deposit funds in and withdraw funds from the Bank Account by all means, including checks, wire transfers, ACH transfers, and other debits or electronic means; (d) treat its prepetition Bank Account for all purposes as a debtor in possession account; and (e) pay the Bank Fees, including any prepetition amounts, and any ordinary course Bank Fees incurred in connection with the Bank Account, and to otherwise perform its obligations under the Bank Account agreement; provided that in the case of each of (a) through (e), such action is taken in the ordinary course of business and consistent with prepetition practices.

2. The Debtor is authorized to continue using, in their present form, the Business Forms, as well as checks and other documents related to the Bank Account existing immediately before the Petition Date, and maintain and continue using, in their present form, the Books and Records; provided that once it has exhausted its existing stock of Business Forms, it shall ensure that any new Business Forms are clearly labeled "Debtor In Possession" and with respect to any Business Forms that exist or are generated electronically, the Debtor shall ensure that such

electronic Business Forms are clearly labeled “Debtor In Possession” within ten (10) business days.

3. Except as otherwise provided in this Final Order and only to the extent sufficient funds standing in the Debtor’s credit are available in the Bank Account, the Bank is authorized, but not directed, to continue to service and administer the Bank Account as an account of the Debtor as a debtor in possession, without interruption and in the ordinary course of business, consistent with prepetition practices, including prefunding arrangements, and to receive, process, honor, and pay any and all checks, drafts, wire transfers, and ACH and other transfers issued, whether before or after the Petition Date, and drawn on the Bank Account after the Petition Date by the holders or makers thereof, as the case may be; provided that the Debtor will instruct the Bank as to which checks, drafts, wire transfers (excluding any wire transfers or ACH transfers that the Bank is obligated to settle), or other items presented, issued, or drawn, shall not be honored.

4. The Debtor is authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of this chapter 11 case with respect to prepetition amounts owed in connection with the relief granted herein.

5. Except as otherwise provided in this Final Order, the Bank is authorized to charge, and the Debtor is authorized to pay, honor, or allow, prepetition and postpetition fees, costs, charges, overdrafts, dishonored or returned checks, and expenses, including the Bank Fees, and charge back returned items, whether such items were deposited prepetition or postpetition, to the Bank Account in the ordinary course of business and consistent with prepetition practices. Any such postpetition fees, costs, charges, overdrafts, dishonored or returned checks, and expenses,

including the Bank Fees, or charge-backs that are not so paid shall be entitled to priority as administrative expenses pursuant to § 503(b)(1) of the Bankruptcy Code.

6. As soon as practicable after entry of this Final Order, the Debtor shall serve a copy of this Final Order on the Bank.

7. The Debtor shall maintain accurate and detailed records of all transfers in accordance with its prepetition practices, so that all transactions may be ascertained, traced, recorded properly, and distinguished between prepetition and postpetition transactions.

8. Except as otherwise set forth herein, the Debtor and the Bank may, without further order of the Court, and to the extent permitted under the terms of any Financing Order, agree and implement changes to the Cash Management System and procedures in the ordinary course of business. The Debtor is only authorized to close the Bank Account after providing seven (7) days prior written notice to the Notice Parties.

9. The Debtor is authorized to open new bank accounts so long as (a) any such new account is with a bank that (i) is insured with the FDIC or the Federal Savings and Loan Insurance Corporation, (ii) is designated as an authorized depository by the U.S. Trustee, and (iii) agrees to be bound by the terms of this Final Order and (b) the Debtor provides seven (7) days prior written notice to the Notice Parties of the opening of such account; provided that each account opened by the Debtor on or after the Petition Date at any bank shall, for purposes of this Final Order, be deemed a permissible bank account as if it had been listed in this Motion, and the bank at which such new account is maintained shall, for purposes of this Final Order, be deemed a permissible bank. The opening of the new bank accounts shall be timely indicated on the Debtor's monthly operating reports.

10. Nothing contained herein shall prevent the Debtor from closing any the Bank Account or any other bank accounts the Debtor may open pursuant to this order, as it may deem necessary and appropriate, to the extent consistent with any orders of this Court relating thereto, and any relevant bank is authorized to honor the Debtor's requests to close such bank accounts.

The Debtor shall give notice of the closure of any such bank account to the U.S. Trustee and any statutory committee.

11. The Bank and any other banks at which the Debtor may open an account pursuant to this order are authorized to debit the Debtor's accounts in the ordinary course of business and without further order of the Court on account of (a) all checks drawn on the Debtor's accounts that were cashed at the banks' counters or exchanged for cashier's or official checks by the payees thereof prior to the Petition Date; (b) all checks, ACH entries, or other items deposited in, or credited to, one of the Debtor's accounts with such bank prior to the Petition Date which have been dishonored, reversed, or returned unpaid for any reason, together with any fees and costs in connection therewith, to the same extent the Debtor was responsible for such items prior to the Petition Date; and (c) all undisputed prepetition and postpetition amounts outstanding, if any, owed to the bank as Bank Fees for the maintenance of the Cash Management System and charge back returned items to the bank accounts in the ordinary course.

12. Notwithstanding any other provision of this Final Order, should any bank honor a prepetition check or other item drawn on any account that is the subject of this Final Order (a) at the direction of the Debtor to honor such prepetition check or item, (b) in a good faith belief that the Court has authorized such prepetition check or item to be honored, or (c) as the result of an innocent mistake made despite implementation of customary item handling procedures, such bank shall not be deemed to be nor shall be liable to the Debtor, its estate or any other person or entity, or otherwise be in violation of this Final Order. The banks may rely, without a duty of inquiry, upon the failure of the Debtor to issue a stop payment order with respect to any item, whether such item is issued prepetition or postpetition, as a direction by the Debtor that such item be paid.

13. All time periods set forth in this Final Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

14. Notwithstanding the relief granted herein and any actions taken pursuant to such relief, nothing in this Final Order shall be deemed: (a) an admission as to the amount of, basis for, or validity of any claim against the Debtor entity under the Bankruptcy Code or other applicable

non-bankruptcy law; (b) a waiver of the Debtor's or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in the Motion or any order granting the relief requested by the Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to § 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtor's estate; (g) a waiver or limitation of the Debtor's, or any other party in interests, rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtor that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens.

15. Notwithstanding anything to the contrary in this Final Order, any payment made or to be made hereunder, and any authorization herein, shall be subject to the requirements (if any) imposed on the Debtor under any order(s) of this Court approving the postpetition secured debtor in possession financing facility and the use of cash collateral (any such order, a "Financing Order"), including any documentation with respect to such financing and any budget in connection with such Financing Order. In the event of any conflict between the terms of this Final Order and

a Financing Order, the terms of the applicable Financing Order shall control (solely to the extent of such conflict).

16. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

17. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Bankruptcy Local Rules are satisfied by such notice.

18. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Final Order are immediately effective and enforceable upon its entry.

19. The Debtor is authorized to take all actions necessary to effectuate the relief granted in this Final Order.

20. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Final Order.

Dated: _____, 2024

UNITED STATES BANKRUPTCY JUDGE