

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.

Chapter 11

Case No. 24-34908 (CML)

GLOBAL WOUND CARE MEDICAL GROUP, a
Professional Corporation,

Plaintiff,

vs.

WELLS FARGO BANK, N.A.

Defendant.

Chapter 11

Case No. 25- ____ (____)

COMPLAINT

Global Wound Care Medical Group, a Professional Corporation
(the "Debtor" or "Plaintiff"), the debtor and debtor in possession in the above-captioned
chapter 11 case (the "Chapter 11 Case") by and through its attorneys, as and for its
complaint against the defendant, Wells Fargo Bank, N.A. ("Wells Fargo" or
the "Defendant"), allege the following upon knowledge as to its own acts, and upon
information and belief as to all other matters:

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



JURISDICTION AND VENUE

1. This Court has jurisdiction over this proceeding pursuant to 28 U.S.C. §§ 157(a) and 1334. This is a core proceeding under 28 U.S.C. § 157(a). Venue is proper in this district pursuant to 28 U.S.C. § 1409.

PARTIES

2. Plaintiff is a Debtor in the above-captioned Chapter 11 Case.

3. Defendant Wells Fargo is the Debtor's bank and maintains the Debtor's only deposit account—checking account numbered XXXXXX9783 (the "Bank Account").

FACTUAL BACKGROUND

A. The Chapter 11 Case

4. On October 21, 2024 (the "Petition Date"), the Debtor filed a voluntary petition for relief pursuant to chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"). The Debtor continues to operate its business and manage its property as a debtor in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

5. No trustee, examiner, or official committee has been appointed in the Chapter 11 Case.

6. Since 2019, the Debtor (or its predecessor) has provided critical wound care services to elderly patients in their homes, hospices, and skilled nursing facilities. Wound care is a critical service for these patients, because, if left untreated, severe wounds can result in amputation or other serious complications. A description of the Debtor, its business, and the facts and circumstances of the Chapter 11 Case are set forth in greater detail in the *Declaration of Ralph Cetrulo in Support of Chapter 11 Petition and First Day Motions* [Docket No. 8] (the "First Day Declaration"), filed on the Petition Date and incorporated herein by reference.

B. The Bank Account

7. As set forth in the *Debtor's 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 Records, and (II) Granting Related Relief* [Docket No. 6] filed on the Petition Date (the "Cash Management Motion"), the Debtor uses a simple cash management system (the "Cash Management System") to collect, transfer, and disburse funds generated by its operations in the ordinary course of business. All of that activity flows through the Bank Account. In fact, the Debtor conducts all of its business out of the Bank Account. As of April 3, 2025, the cash balance of the Bank Account was \$20,322,463.62.

8. On November 11, 2024, this Court entered the *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* [Docket No. 58] (the "Final Cash Management Order").

9. The Final Cash Management Order authorizes Wells Fargo to:

[C]ontinue 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.

Final Cash Management Order ¶ 3.

10. On December 19, 2024, the Debtor entered into a stipulation [Docket No. 87] (the "Medicare Stipulation") with the United States providing for the modification of a previously imposed Medicare payment suspension, to allow for 75%

of the claims submitted to be paid to the Debtor. The term of the Medicare Stipulation was most recently extended through April 7, 2025, to allow for additional time for the Debtor and the United States to reach a global resolution of all disputes with the government. *See* Docket No. 154. The United States has the sole discretion whether to provide further extensions. Consequently, any disruption in the banking relationship between the Debtor and Wells Fargo that affects the United States' willingness to provide further extensions, or to continue permitting the Medicare payments under the Medicare Stipulation, would leave the Debtor helpless.

11. On January 3, 2025, Wells Fargo sent a letter to the Debtor (the "January 3 Letter"), a copy of which is annexed hereto as **Exhibit A**. The January 3 Letter informed the Debtor that Wells Fargo "performs ongoing reviews of its account relationships in connection with the Bank's responsibilities to manage risks in its banking operations." January 3 Letter at 1. The January 3 Letter further provided that Wells Fargo "recently reviewed [the Debtor's] account relationship and, as a result of this review" Wells Fargo would be closing the Bank Account. *Id.* The January 3 Letter also informed the Debtor that the Bank Account would be closed by February 20, 2025. *See id.*

12. In response to the January 3 Letter, on January 14, 2025, the Debtor sent a letter to Wells Fargo (the "January 14 Letter"), a copy of which is attached hereto as **Exhibit B**. The January 14 Letter informed Wells Fargo of, among other things, the requirements of the Final Cash Management Order, that Wells Fargo is subject to the automatic stay imposed under section 362(a) of the Bankruptcy Code, and that immediate and severe disruptions to the Debtor's business would occur if Wells Fargo terminated its banking relationship with the Debtor, among other things.

13. Counsel to the Debtor also asked Wells Fargo to respond to the January 14 Letter by January 17, 2025. See Exhibit C (Jan. 14, 2025 Email from A. Glaubach to bnkrptrp@wellsfargo.com at 10:00 p.m. (ET)).

14. On February 14, 2025, Wells Fargo sent another letter to the Debtor (the “February 14 Letter”), a copy of which is attached hereto as Exhibit D. The February 14 Letter provided an update on the “pending account closure” and extended the date of closure from February 20, 2025 to March 31, 2025 “because you have requested to delay the closure of your account.” *Id.* at 1.

15. On February 21, 2025, after some informal discussions with Wells Fargo, Winstead PC (“Winstead”), outside counsel to Wells Fargo reached out to Dentons, Debtor’s bankruptcy counsel, stating that “Wells Fargo still desires to exit the relationship,” and requested a call “to discuss how the parties can work to hopefully amicably achieve that goal while minimizing any disruption to the Debtor’s operations.” Exhibit E (Feb. 21, 2025 Email from S. Davis to C. Doherty at 4:24 p.m.).

16. Subsequently, Winstead and the Togut Firm, conflicts counsel to the Debtor, engaged in informal discussions to resolve the matter. On March 13, 2025, Wells Fargo’s counsel agreed that it would “not close the Debtors’ bank account...on or before March 31, 2025” but also stated that “Wells Fargo continues to reserve all applicable rights with respect to the closure of the debtor’s account at some point after March 31, 2025.” Exhibit F (Mar. 12, 2025 Email from S. Davis to K. Ortiz at 12:09 p.m.).

17. On March 28, 2025, Winstead contacted the Togut Firm, notifying them that they would be seeking court approval to close the bank account on April 30, 2025. See Exhibit G (Mar. 28, 2025 Email from S. Davis to K. Ortiz at 6:19 p.m. (ET)).

18. Between March 28, 2025 and April 4, 2025, Winstead and the Togut Firm continued to try and resolve the matter. For example, on April 3, 2025, Winstead asked the Togut Firm how often the Debtor provides weekly reporting the Department

of Justice and whether the Debtor was offering October 1, 2025 or October 31, 2025 as a proposed Bank Account closure date. See Exhibit H (Apr. 3, 2025 Email from S. Davis to A. Glaubach at 10:11 a.m.). Shortly thereafter, the Togut Firm responded to Winstead's questions stating that: (1) the Department of Justice receives reports on a weekly basis; and (2) October 31, 2025 was the proposed Bank Account closure date. See Exhibit I (Apr. 3, 2025 Email from A. Glaubach to S. Davis at 1:15 p.m.).

19. Despite these efforts to resolve the matter without Court involvement, on April 4, 2025, Winstead informed the Togut Firm that while the information the Togut Firm provided was "helpful," Wells Fargo would be filing a motion for stay relief to close that Bank Account to "maintain our current progress and give everyone a goal for which to aim." See Exhibit J (Apr. 4, 2025 Email from S. Davis to K. Ortiz at 11:05 a.m.).

20. Approximately thirty minutes after Winstead contacted the Togut Firm, Wells Fargo filed its *Motion for Relief from the Automatic Stay Pursuant to 11 U.S.C. § 362(d) to Close the Debtor's Bank Account* [Docket No. 157].

21. As set forth in the Cash Management Motion, while the majority of the Debtor's receipts are received in the form of ACH transactions from Medicare and various commercial insurance carriers, the Debtor also receives checks from secondary payors (the "Payors").

22. Any termination of the Bank Account would materially interrupt the Debtor's receipt of government receivables for a significant period of time, which would negatively impact the Debtor's ability to provide critical healthcare services to its elderly patients. This is especially true in light of the complex process for the submission and payment of claims from Medicare and the other Payors. Specifically, if Wells Fargo closes the Bank Account and Debtor is forced to open new accounts, the deposit of payments from Medicare and other Payors would be severely disrupted

while the governmental agencies and other Payors change their internal processes and procedures to transition to new bank accounts, which can be a very complex and time-consuming process. The Debtor's accounting staff, which will also be working on supplying all of the information to meet the Debtor's chapter 11 reporting requirements, as well as performing their regular business tasks, would be further distracted by opening new bank accounts, advising and explaining the same to interested parties, addressing the logistical issues of getting the Payors to utilize the new accounts, and getting checks printed for the new disbursement account.

23. Additionally, the Debtor lacks any meaningful cash reserves and requires immediate access to its cash receipts. This need has been exacerbated by the partial suspension of payments by Medicare to the Debtor, further depleting available cash to the detriment of the Debtor and its creditors. Any delay of those receipts that are available pending resolution of disputes with Medicare will jeopardize the Debtor's ability to conduct its business, which, in turn, would harm the many patients who rely on prompt, accurate, and complete shipment of wound care supplies from the Debtor. Such delays would threaten the Debtor's reorganization and immediately impair its ability to continue its operations.

24. The Debtor also relies upon the Bank Account and Cash Management System for other important business functions, including payroll disbursements, the payment of applicable state and federal payroll taxes, and making payments to acquire the biologics needed for the Debtor's business. Any disruption in the Debtor's ability to make these types of disbursements when, and as required in the ordinary course, would impair employee and customer confidence in the Debtor's ability to function as a going concern.

25. Accordingly, any termination of the Debtor's banking relationship with Wells Fargo would cause substantial disruption to the Debtor's business, to the detriment of all parties in interest in the Chapter 11 Case.

FIRST CLAIM FOR RELIEF
(Declaratory Judgment)

26. The Debtor repeats and incorporates the allegations in each of the foregoing paragraphs of this complaint as if fully set forth herein.

27. Section 362(a)(3) of the Bankruptcy Code prohibits "any act to obtain possession of property of the estate or of property from the estate or to exercise control over property of the estate."

28. Property of the estate is defined in section 541(a)(1) of the Bankruptcy Code as "all legal and equitable interests of the debtor in property as of the commencement of the case."

29. Plaintiff's rights and interests in the Bank Account, as well as its banking relationship with Wells Fargo, constitute property of the Debtor's estate.

30. The funds and payments that come into the Bank Account from Medicare and other Payors are also property of the estate. And terminating the Bank Account and not honoring any of those incoming payments would be exercising control over property of the Debtor's estate.

31. Defendant is now attempting to terminate the Debtor's banking relationship with Wells Fargo and close the Bank Account, in violation of the automatic stay imposed by section 362(a) of the Bankruptcy Code.

32. The Debtor is threatened with irreparable injury absent declaratory relief for which there is no adequate remedy at law.

33. Accordingly, the Court should issue a declaratory judgment determining that any termination of the Debtor's banking relationship with Wells

Fargo, any closure of the Bank Account, or any attempt to otherwise exercise possession or control over the Debtor's interest and rights in the Bank Account is prohibited.

SECOND CLAIM FOR RELIEF
(Injunction)

34. The Debtor repeats and incorporates the allegations in each of the foregoing paragraphs of this complaint as if fully set forth herein.

35. Section 362(a)(3) of the Bankruptcy Code prohibits "any act to obtain possession of property of the estate or of property from the estate or to exercise control over property of the estate."

36. Property of the estate is defined in section 541(a)(1) of the Bankruptcy Code as "all legal and equitable interests of the debtor in property as of the commencement of the case."

37. Plaintiff's rights and interests in the Bank Account, as well as its banking relationship with Wells Fargo, constitute property of the Debtor's estate.

38. The funds and payments that come into the Bank Account from Medicare and other Payors are also property of the estate. And terminating the Bank Account and not honoring any of those incoming payments would be exercising control over property of the Debtor's estate.

39. Defendant is now attempting to terminate the Debtor's banking relationship with Wells Fargo and close the Bank Account, in violation of the automatic stay imposed by section 362(a) of the Bankruptcy Code.

40. The Debtor is threatened with irreparable injury absent injunctive relief for which there is no adequate remedy at law.

41. Accordingly, the Court should enjoin any termination of the Debtor's banking relationship with Wells Fargo, any closure of the Bank Account, or

any attempt to otherwise exercise possession or control over the Debtor's interest and rights in the Bank Account.

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment as follows:

- a. A temporary restraining order and preliminary and permanent injunctions pursuant to 11 U.S.C. §§ 105, 362, 541 and 542 and Bankruptcy Rules 7001, 7003 and 7065 restraining and enjoining Defendant from freezing, withdrawing from, modifying, conditioning, suspending, terminating or interfering with, the Bank Account or the Debtor's banking relationship with Wells Fargo;
- b. An order declaring that freezing, exercising possession or control, modifying, suspending, or terminating the Bank Account or the Debtor's banking relationship with Wells Fargo constitutes an impermissible violation of the automatic stay provided in 11 U.S.C. § 362;
- c. An order awarding the Debtor actual, compensatory and punitive damages and/or sanctions in an amount to be determined at trial for Defendant's violation of the automatic stay;
- d. An order awarding Debtor's legal fees and other costs; and
- e. All other relief as this Court may deem just, equitable or appropriate under the circumstances.

Dated: April 4, 2025
New York, New York

TOGUT, SEGAL & SEGAL LLP
By:

/s/ Kyle J. Ortiz
Kyle J. Ortiz (admitted *pro hac vice*)
One Penn Plaza, Suite 3335
New York, New York 10119
Telephone: (212) 594-5000

Conflicts Counsel to the Debtor

Exhibit A



Wells Fargo Bank
MAC N9777-112-FLM
P.O. Box 5106
Sioux Falls, SD 57117-5106

January 3, 2025



00000532
GLOBAL WOUND CARE MEDICAL GROUP, A PROFESSIONAL
CORPORATION
5901 W CENTURY BLVD STE 750
LOS ANGELES CA 90045-5443

Account Numbers: 9783

Dear GLOBAL WOUND CARE MEDICAL GROUP, A PROFESSIONAL CORPORATION:

Wells Fargo performs ongoing reviews of its account relationships in connection with the Bank's responsibilities to manage risks in its banking operations. We recently reviewed your account relationship and, as a result of this review, we will be closing your above-referenced accounts. The accounts are expected to close by February 20, 2025 or you may contact the Bank to initiate closure at an earlier date.

The Bank's decision to close your accounts is final. Please note that the Bank reserves the right to close the subject accounts sooner than February 20, 2025 if circumstances arise that warrant an earlier closing. Also, **be aware that some circumstances may delay the closure of your accounts.** To learn more, refer below to "What may delay account closure?"

Please review the following important information to help you prepare for this transition.

What this means for the accounts listed above as of the date of this letter:

- You may access any available funds until the Account is closed.
 - We will only authorize new withdrawals or payments from your account if you have sufficient available funds in that account, or in an account linked for overdraft protection.
 - We must pay certain transactions that are received for processing before your account closes, even if this creates a negative balance in your account.
 - This includes the payment of any previously authorized transactions (for example, debit card purchases), but no overdraft fees will be assessed if you do not have sufficient funds in your account.
 - We must also process the reversal of any previously credited deposits that are returned unpaid and may assess a returned deposited item fee.
 - If your account does not have sufficient funds, then previously established recurring payments will be declined and checks will be returned unpaid. While we will not assess an insufficient funds fee on these transactions, the merchant you attempted to pay may assess returned payment fees. Contact these merchants as soon as possible to make other payment arrangements.
- If you have recurring deposits (for example, your paycheck or pension), please redirect the deposits to a non-Wells Fargo account.

- Any recurring or automatic bill payments set up from the accounts will need to be canceled or changed to a non-Wells Fargo account.
- You may continue to receive standard Wells Fargo communications or notices regarding your accounts which may refer to services or features that are no longer applicable to or available on your accounts. Such communications and notices should not be understood as impacting our decision to close your accounts.
- While overdraft and insufficient funds fees will be waived following the date of this letter, other fees may continue to be assessed in accordance with your Account Agreement.

What may delay account closure?

Account closure may be delayed beyond the date listed above. The most common reasons include: your account has a negative balance, is subject to a legal order hold, or has pending transactions. If the continued presence of pending transaction(s) is causing the delay in account closure, the bank may place a block on your account to prevent the authorization of new deposits or withdrawals. Once the issue preventing closure is resolved, we will proceed with account closure and send you a final statement.

What happens to the balance in your accounts when the account is closed?

If the account balance is positive at closure, we will mail a cashier's check payable to you at the address above for all money due to you.

We are here to help:

If you have questions, please call us at 1-888-231-0757 Monday through Friday 8:00 a.m. to 8:00 p.m., or Saturday, 9:00 a.m. to 5:30 p.m. Eastern Time.

Sincerely,

Prevention Contact Center

HHFCMB3 06/22

Exhibit B

TOGUT, SEGAL & SEGAL LLP

ONE PENN PLAZA
NEW YORK, NEW YORK 10119

WWW.TOGUTLAWFIRM.COM

(212) 594-5000

KYLE J. ORTIZ
(212) 201-6582
KORTIZ@TEAMTOGUT.COM

January 14, 2025

VIA EMAIL

bnkrptrp@wellsfargo.com

Re: *Global Wound Care Medical Group*, a Professional Corporation,
Case No. 24-34908 (CML)

To whom it may concern:

I write on behalf of Global Wound Care Medical Group, a Professional Corporation, the debtor and debtor in possession in the above-captioned case (the "Debtor"). I am writing in response to a letter the Debtor received from Wells Fargo ("You") dated January 3, 2025 (the "January 3 Letter"). In the January 3 Letter, You informed the Debtor that You are closing the Debtor's account by February 20, 2025 based on an unspecified risk.¹ The January 3 Letter also provides that Your decision to close the Debtor's account is final.

As you are aware, on October 21, 2024, the Debtor filed a voluntary petition for relief under chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court"). Immediately upon the filing of the Debtor's bankruptcy petition, Section 362(a)(3) of the Bankruptcy Code imposed an automatic stay (the "Automatic Stay") enjoining, among other things, "any act to obtain possession of property of the estate or of property from the estate or to exercise control over property of the estate." 11 U.S.C. § 362(a). Any attempt to terminate your banking relationship with the Debtor would be a violation of the Automatic Stay.

Further, on November 11, 2024, the Bankruptcy Court entered the *Final Order (I) Authorizing the Debtor to (A) Continue Using its Cash Management System, and*

¹ If You are represented by outside counsel in this matter, please forward this letter to your outside counsel.

TOGUT, SEGAL & SEGAL LLP

January 14, 2025
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(B) *Maintain Existing Bank Account and Business Forms and Books and Records, and*
(II) *Granting Related Relief* [Docket No. 58] (the “Final Cash Management Order”),
annexed hereto as Exhibit A, which among other things, authorizes Wells Fargo² to:

[C]ontinue 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.

Final Cash Management Order ¶ 3. Pursuant to the Final Cash Management Order, you should continue the banking relationship with the Debtor in the ordinary course of business, which does not include closing the Debtor’s bank account.

The imposition of the Automatic Stay and the entry of the Final Cash Management Order should provide sufficient comfort to Wells Fargo concerning any perceived risk in the banking relationship with the Debtor.

Additionally, termination of Your banking relationship with the Debtor, would disrupt deposits the Debtor receives from numerous sources while Medicare, the various commercial insurance carriers, and the secondary payors (collectively, the “Payors”) implement new deposit instructions.

In particular, the Debtor recently entered into a stipulation (the “Medicare Stipulation”) with the United States providing for the modification of a previously imposed Medicare payment suspension to allow for 75% of claims submitted to be paid to the Debtor. See Docket No. 87. The term of the Medicare Stipulation was recently extended through January 31, 2025, to allow additional time for the Debtor and the United States to reach a global resolution of all disputes with the government. See Docket No. 95. The United States has the sole discretion whether to provide further extensions. Consequently, any disruption in the banking relationship could negatively impact the willingness of the United States to continue to engage in good faith

² The Final Cash Management Order defines “Bank” as Wells Fargo by reference to the *Debtor’s 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 “Cash Management Motion”). See Final Cash Management Order fn. 2.

TOGUT, SEGAL & SEGAL LLP

January 14, 2025

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discussions, to provide further extensions, or to continue to make Medicare payments permitted under the Medicare Stipulation.

Any interruption in the Debtor's cash flow, whether from Medicare or other sources, would interfere with the continuity of the Debtor's operations, and a potentially harmful interruption of the Debtor's business and could detrimentally impact patient care. The Debtor also has certain obligations that it pays exclusively by electronic funds transfer and terminating your banking relationship with the Debtor will disrupt these crucial payments. Relatedly, the Debtor's accounting staff is busy working on supplying information in the Chapter 11 Case, as well as performing their regular tasks, would be further distracted by a needless, time-consuming exercise of opening a new bank account, advising and explaining the same to interested parties, addressing the logistical issues of getting the Payors to utilize the new bank account, and getting checks printed for the same.

Should you decide to terminate your banking relationship with the Debtor, we will be forced to bring this matter before the Bankruptcy Court and we will seek the imposition of appropriate damages and sanctions for your contempt of the Automatic Stay and the applicable orders of the Bankruptcy Court. The Debtor is authorized under the Bankruptcy Code to seek damages arising from your willful violation of the Automatic Stay, including costs and attorneys' fees and punitive damages. 11 U.S.C. § 362(k).

However, we would prefer to address any perceived concerns You have consensually without needing to resort to Bankruptcy Court action. Please contact me at your earliest convenience so we can discuss.

Very truly yours,

TOGUT, SEGAL & SEGAL LLP

By:

/s/ Kyle J. Ortiz

Kyle J. Ortiz

A Member of the Firm

Exhibit A

Final Cash Management Order

ENTERED

November 11, 2024

Nathan Ochsner, Clerk

**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.

Signed: November 11, 2024



Christopher Lopez
United States Bankruptcy Judge

Exhibit C

From: Amanda Glaubach aglaubach@teamtogut.com
Subject: In re Global Wound Care Medical Group, a Professional Corporation, Case No. 24-34908 - Correspondence Regarding Global Wound Care Account
Date: January 14, 2025 at 10:00 PM
To: bnkrptrp@wellsfargo.com
Cc: Kyle Ortiz kortiz@teamtogut.com

To whom it may concern,

Please see the attached correspondence from Kyle J. Ortiz, Esq.

Please respond to the attached letter by Friday, January 17th. Thank you.

Best,
Amanda

TOGUT SEGAL & SEGAL LLP

Amanda Glaubach
Togut, Segal & Segal LLP
One Penn Plaza, Suite 3335 | New York, New York 10119
Direct: (212) 201-6588 | Mobile: (917) 533-6093
aglaubach@teamtogut.com | togutlawfirm.com

**GWC - Letter Regarding Wells
Fargo GWC Account - 1.14.25 - ...**
896 KB



Exhibit D



Wells Fargo Bank
MAC N9777-112-FLM
P.O. Box 5106
Sioux Falls, SD 57117-5106

February 14, 2025

00000001
GLOBAL WOUND CARE MEDICAL GROUP, A PROFESSIONAL
CORPORATION
5901 W CENTURY BLVD STE 750
LOS ANGELES CA 90045-5443

Subject: Closure of your deposit account ending in 9783

Dear GLOBAL WOUND CARE MEDICAL GROUP, A PROFESSIONAL CORPORATION:

We are writing to provide you with an update on your pending account closure. We have extended the date of closure because you have requested to delay the closure of your account. The account listed above is now expected to close by March 31, 2025.

As previously communicated:

- You may access any available funds until the Account is closed.
 - We will only authorize new withdrawals or payments from your account if you have sufficient available funds in that account, or in an account linked for overdraft protection.
 - We must pay certain transactions that are received for processing before your account closes, even if this creates a negative balance in your account.
 - This includes the payment of any previously authorized transactions (for example, debit card purchases), but no overdraft fees will be assessed if you do not have sufficient funds in your account.
 - We must also process the reversal of any previously credited deposits that are returned unpaid and may assess a returned deposited item fee.
 - If your account does not have sufficient funds, then previously established recurring payments will be declined and checks will be returned unpaid. While we will not assess an insufficient funds fee on these transactions, the merchant you attempted to pay may assess returned payment fees. Contact these merchants as soon as possible to make other payment arrangements.
- If you have recurring deposits (for example, your paycheck or pension), please redirect the deposits to a non-Wells Fargo account.
- Any recurring or automatic bill payments set up from the accounts will need to be canceled or changed to a non-Wells Fargo account.
- You may continue to receive standard Wells Fargo communications or notices regarding your accounts which may refer to services or features that are no longer applicable to or available on your accounts. Such communications and notices should not be understood as impacting our decision to close your accounts.
- While overdraft and insufficient funds fees will be waived following the date of this letter, other fees may continue to be assessed in accordance with your Account Agreement.

What may delay account closure?

Account closure may be delayed beyond the date listed above. The most common reasons include: your account has a negative balance, is subject to a legal order hold, or has pending transactions. If the continued presence of pending transaction(s) is causing the delay in account closure, the bank may place a block on your account to prevent the authorization of new deposits or withdrawals. Once the issue preventing closure is resolved, we will proceed with account closure and send you a final statement.

What happens to the balance in your accounts when the account is closed?

If the account balance is positive at closure, we will mail a cashier's check payable to you at the address above for all money due to you.

We are here to help

If you have questions, please call us at 1-888-231-0757, Monday through Friday, 8:00 a.m. to 8:00 p.m., or Saturday, 9:00 a.m. to 5:30 p.m. Eastern Time.

Sincerely,

Prevention Contact Center

FLMCREL 06/22

Exhibit E

From: Doherty, Casey W. casey.doherty@dentons.com
Subject: RE: In re Global Wound Care Medical Group, Case No. 24-34908 (CML) (Bankr. S.D. Tex.) - Cash Management
Date: February 21, 2025 at 6:27 PM
To: Davis, Sean sbdavis@winstead.com
Cc: Moyron, Tania M. tania.moyron@dentons.com, Maizel, Samuel R. samuel.maizel@dentons.com, kortiz@teamtogut.com

Hi Sean,

Kyle Ortiz at Togut, Segal & Segal LLP, as conflicts counsel, will represent Global Wound Care regarding Wells Fargo. (The application was filed as Docket No. 110 on January 29, and we will be filing a certificate of no objection for it early next week).

To that end, can you please communicate with Kyle regarding the matter discussed below in your email? I have copied Kyle here.

I also hope all is well and hope to see you soon in Houston.

-Casey

Casey W. Doherty

 [+1 713 658 4643](tel:+17136584643)

From: Davis, Sean <sbdavis@winstead.com>
Sent: Friday, February 21, 2025 4:24 PM
To: Doherty, Casey W. <casey.doherty@dentons.com>
Subject: In re Global Wound Care Medical Group, Case No. 24-34908 (CML) (Bankr. S.D. Tex.) - Cash Management
Importance: High

[WARNING: EXTERNAL SENDER]

Casey,

I hope this message finds you doing well. Our law firm represents Wells Fargo Bank ("Wells Fargo") in connection with the above-referenced matter. As I suspect you know, Wells Fargo hosts the Debtor's treasury management platform and cash accounts. I understand that Wells Fargo may have previously contacted the Debtor to discuss terminating the parties' banking relationship, but I'm not sure what resolution was reached as a result of those conversations, if any. Nevertheless, please direct future correspondence on this matter to me. To that end, because Wells Fargo still desires to exit the relationship, I'd like to discuss how the parties can work to hopefully amicably achieve that goal while minimizing any disruption to the Debtor's operations, as I believe is permitted under the Final Cash Management Order. I'm generally available to discuss this further at your convenience. Thanks.

Sean B. Davis, Shareholder

Winstead PC | 600 Travis Street | Suite 5200 | Houston, Texas 77002
713.650.2742 *direct* | 713.650.2400 *fax* | sbdavis@winstead.com | www.winstead.com

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Exhibit F

From: Davis, Sean sbdavis@winstead.com
Subject: RE: In re Global Wound Care Medical Group, Case No. 24-34908 (CML) (Bankr. S.D. Tex.) - Cash Management
Date: March 13, 2025 at 12:09 PM
To: Amanda Glaubach aglaubach@teamtogut.com
Cc: Kyle Ortiz kortiz@teamtogut.com

Kyle and Amanda,

Per our 3/13 call, Wells Fargo agrees that it will not close the Debtor's bank account (ending xxxx9783) on or before March 31, 2025. Nevertheless, Wells Fargo continues to reserve all applicable rights with respect to the closure of the Debtor's account at some point after March 31, 2025.

Sean B. Davis, Shareholder

Winstead PC | 600 Travis Street | Suite 5200 | Houston, Texas 77002
713.650.2742 *direct* | 713.650.2400 *fax* | sbdavis@winstead.com | www.winstead.com

From: Davis, Sean <sbdavis@winstead.com>
Sent: Wednesday, March 12, 2025 7:02 PM
To: Amanda Glaubach <aglaubach@teamtogut.com>
Cc: Kyle Ortiz <kortiz@teamtogut.com>
Subject: RE: In re Global Wound Care Medical Group, Case No. 24-34908 (CML) (Bankr. S.D. Tex.) - Cash Management

Amanda,

A call on 3/13 at 11:30 AM (EDT) works for me. Thanks.

Sean B. Davis, Shareholder

Winstead PC | 600 Travis Street | Suite 5200 | Houston, Texas 77002
713.650.2742 *direct* | 713.650.2400 *fax* | sbdavis@winstead.com | www.winstead.com

From: Amanda Glaubach <aglaubach@teamtogut.com>
Sent: Wednesday, March 12, 2025 6:17 PM
To: Davis, Sean <sbdavis@winstead.com>
Cc: Kyle Ortiz <kortiz@teamtogut.com>
Subject: Re: In re Global Wound Care Medical Group, Case No. 24-34908 (CML) (Bankr. S.D. Tex.) - Cash Management

Hi Sean,

We're still running some things down with our client, but we should schedule a time to talk tomorrow. We don't see any possibility of being able to close the account by March 31. Please let us know what works for you after 10:30 a.m. and we'll send a zoom / calendar invite. Thank you.

Best regards,
Amanda

TOGUT SEGAL & SEGAL LLP

Amanda Glaubach
Togut, Segal & Segal LLP

One Penn Plaza, Suite 3335 | New York, New York 10119
Direct: (212) 201-6588 | Mobile: (917) 533-6093
aglaubach@teamtogut.com | togutlawfirm.com

On Mar 12, 2025, at 2:57 PM, Amanda Glaubach
<aglaubach@teamtogut.com> wrote:

Hi Sean,

Thanks for following up. We are still running some items down with our client. We will circle back shortly. Thank you!

Best regards,
Amanda

<PastedGraphic-1.tiff>

Amanda C. Glaubach
Togut, Segal & Segal LLP
One Penn Plaza, Suite 3335 | New York, New York 10119
Direct: (212) 201-6588 | Mobile: (917) 533-6093
aglaubach@teamtogut.com | togutlawfirm.com

On Mar 12, 2025, at 12:23 PM, Davis, Sean
<sbdavis@winstead.com> wrote:

Kyle and Amanda,

Please provide any update with respect to the Debtor's process of transitioning its bank accounts and proposed timeline therefor. I'm happy to convene a call to discuss if that's easier. Thanks.

Sean B. Davis, Shareholder
Winstead PC | 600 Travis Street | Suite 5200 | Houston, Texas 77002
713.650.2742 *direct* | 713.650.2400 *fax* | sbdavis@winstead.com |
www.winstead.com

From: Amanda Glaubach <aglaubach@teamtogut.com>
Sent: Tuesday, March 4, 2025 12:40 PM
To: Davis, Sean <sbdavis@winstead.com>
Cc: Kyle Ortiz <kortiz@teamtogut.com>
Subject: Re: In re Global Wound Care Medical Group, Case No. 24-34908 (CML) (Bankr. S.D. Tex.) - Cash Management

Great. thanks Sean.

Please see below for a zoom link for 2pm. Thank you!

Best regards,
Amanda

Amanda Glaubach is inviting you to a scheduled Zoom meeting. Join Zoom Meeting <https://teamtogut.zoom.us/j/84116878757?pwd=McaC2TR5cbPn1afWR0mavJlCWaovV9.1> Meeting ID: 841 1687 8757 Passcode: 673336 --- One tap mobile
+16469313860,,84116878757#,,, *673336# US
+16465588656,,84116878757#,,, *673336# US (New York) --- Dial by your location • +1 646 931 3860 US • +1 646 558 8656 US (New York) • +1 312 626 6799 US (Chicago) • +1 301 715 8592 US (Washington DC) • +1 305 224 1968 US • +1 309 205 3325 US • +1 253 215 8782 US (Tacoma) • +1 346 248 7799 US (Houston) • +1 360 209 5623 US • +1 386 347 5053 US • +1 507 473 4847 US • +1 564 217 2000 US • +1 669 444 9171 US • +1 669 900 9128 US (San Jose) • +1 689 278 1000 US • +1 719 359 4580 US • +1 253 205 0468 US Meeting ID: 841 1687 8757 Passcode: 673336 Find your local number: <https://teamtogut.zoom.us/j/84116878757?pwd=McaC2TR5cbPn1afWR0mavJlCWaovV9.1>

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Amanda C. Glaubach
Togut, Segal & Segal LLP
One Penn Plaza, Suite 3335 | New York, New York 10119
Direct: (212) 201-6588 | Mobile: (917) 533-6093
aglaubach@teamtogut.com | togutlawfirm.com

On Mar 4, 2025, at 12:23 PM, Davis, Sean
<sbdavis@winstead.com> wrote:

Amanda,

A call today at 2 PM (EST) works for me.
Thanks.

Sean B. Davis, Shareholder
Winstead PC | 600 Travis Street | Suite 5200 | Houston,
Texas 77002
713.650.2742 *direct* | 713.650.2400 *fax* |
sbdavis@winstead.com | www.winstead.com

From: Amanda Glaubach

[<aglaubach@teamtogut.com>](mailto:aglaubach@teamtogut.com)

Sent: Tuesday, March 4, 2025 10:28 AM

To: Kyle Ortiz [<kortiz@teamtogut.com>](mailto:kortiz@teamtogut.com)

Cc: Davis, Sean [<sbdavis@winstead.com>](mailto:sbdavis@winstead.com)

Subject: Re: In re Global Wound Care Medical Group, Case No. 24-34908 (CML) (Bankr. S.D. Tex.) - Cash Management

Hi Sean,

Circling back on the below. We are available this afternoon or tomorrow afternoon after 1pm. I'll suggest 2pm (ET) today, but please let us know what works for you. Thanks!

Best regards,
Amanda

[<image001.png>](#)

Amanda C. Glaubach

Togut, Segal & Segal LLP

One Penn Plaza, Suite 3335 | New York, New York 10119

Direct: (212) 201-6588 | Mobile: (917) 533-6093

aglaubach@teamtogut.com | togutlawfirm.com

On Feb 28, 2025, at 5:40 PM, Kyle Ortiz [<kortiz@teamtogut.com>](mailto:kortiz@teamtogut.com) wrote:

Sean,

We are meeting with the client Tuesday and will loop around on scheduling a call after. Thank you.

Best regards,

Kyle

Kyle J. Ortiz | Partner

Togut, Segal & Segal LLP

One Penn Plaza | Suite 3335 |

New York, NY 10119

Direct: (212) 201-6582 | Cell

(646) 531-5404

Email: kortiz@teamtogut.com

Email: kortiz@teamtogut.com
<http://www.togutlawfirm.com>

On Feb 28, 2025, at
5:39 PM, Davis, Sean
<sbdavis@winstead.com>
wrote:

Kyle and Amanda,

Please let me know
your availability next week to
further discuss this matter.
Thanks.

Sean B. Davis,
Shareholder
Winstead PC | 600 Travis
Street | Suite 5200 | Houston,
Texas 77002
713.650.2742 *direct* |
713.650.2400 *fax* |
sbdavis@winstead.com |
www.winstead.com

From: Amanda Glaubach
<aglaubach@teamtogut.com>
Sent: Tuesday, February
25, 2025 1:36 PM
To: Davis, Sean
<sbdavis@winstead.com>
Cc: Kyle Ortiz
<kortiz@teamtogut.com>
Subject: Re: In re Global
Wound Care Medical
Group, Case No. 24-
34908 (CML) (Bankr. S.D.
Tex.) - Cash Management

Hi Sean,

Please let us know if 2:30
p.m. (ET) / 1:30 p.m (CST)
no longer works for you
and we can find another
time. Thanks!

Best regards,
Amanda

<image001.png>

Amanda C. Glaubach

Togut, Segal & Segal LLP
One Penn Plaza, Suite 3335 I
New York, New York 10119
Direct: (212) 201-6588 | Mobile:
(917) 533-6093
aglaubach@teamtogut.com |
togutlawfirm.com

On Feb 24,
2025, at
11:34 AM,
Amanda
Glaubach
<aglaubach@teamtogut.com> wrote:

Please see
below for a
zoom link for
tomorrow at
2:30 p.m. (ET)
/ 1:30 p.m
(CST). Thank
you!

Best regards,
Amanda

Amanda
Glaubach is
inviting you to a
scheduled Zoom
meeting. Join
Zoom
Meeting <https://teamtogut.zoom.us/j/8567750991>
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Amanda
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Segal LLP
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Suite 3335 | New
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[aglaubach@team
togut.com](mailto:aglaubach@teamtogut.com) |
togutlawfirm.com

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Exhibit G

From: Davis, Sean sbdavis@winstead.com
Subject: RE: In re Global Wound Care Medical Group, Case No. 24-34908 (CML) (Bankr. S.D. Tex.) - Cash Management
Date: March 28, 2025 at 6:19 PM
To: Amanda Glaubach aglaubach@teamtogut.com
Cc: Kyle Ortiz kortiz@teamtogut.com

Kyle and Amanda,

As a follow up to our call on 3/21, please see the attached notice regarding the Debtor's bank account. I anticipate that Wells Fargo will seek to address this issue with the Court at some point next week by requesting approval of the 4/30 account closure date. Based on our prior conversation, I anticipate that the Debtors would be opposed to such a request, but please confirm. In any event, I remain open to discussing this matter further as necessary. Thanks.

Sean B. Davis, Shareholder

Winstead PC | 600 Travis Street | Suite 5200 | Houston, Texas 77002
713.650.2742 *direct* | 713.650.2400 *fax* | sbdavis@winstead.com | www.winstead.com

From: Davis, Sean <sbdavis@winstead.com>
Sent: Wednesday, March 26, 2025 10:09 AM
To: Amanda Glaubach <aglaubach@teamtogut.com>
Cc: Kyle Ortiz <kortiz@teamtogut.com>
Subject: RE: In re Global Wound Care Medical Group, Case No. 24-34908 (CML) (Bankr. S.D. Tex.) - Filed MORs

Thanks, Amanda.

Sean B. Davis, Shareholder

Winstead PC | 600 Travis Street | Suite 5200 | Houston, Texas 77002
713.650.2742 *direct* | 713.650.2400 *fax* | sbdavis@winstead.com | www.winstead.com

From: Amanda Glaubach <aglaubach@teamtogut.com>
Sent: Wednesday, March 26, 2025 9:54 AM
To: Davis, Sean <sbdavis@winstead.com>
Cc: Kyle Ortiz <kortiz@teamtogut.com>
Subject: In re Global Wound Care Medical Group, Case No. 24-34908 (CML) (Bankr. S.D. Tex.) - Filed MORs

Hi Sean,

I hope you're doing well.

We are still running down some of the items we discussed on our call on Friday with our client, but in the meantime, I've attached the Debtor's MORs for December and January, which were filed at docket numbers 148 and 149. Please let us know if you have any questions or if you'd like to discuss. Thank you!

Best regards,
Amanda

Amanda C. Glaubach

Togut, Segal & Segal LLP

One Penn Plaza, Suite 3335 | New York, New York 10119

Direct: (212) 201-6588 | Mobile: (917) 533-6093

aglaubach@teamtogut.com | togutlawfirm.com

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**GLOBAL WOUND CARE MEDICAL
GROUP (3.28.25 letter).pdf**



Exhibit H

From: Davis, Sean sbdavis@winstead.com
Subject: RE: In re Global Wound Care Medical Group, Case No. 24-34908 (CML) (Bankr. S.D. Tex.) - Cash Management
Date: April 3, 2025 at 10:11 AM
To: Amanda Glaubach aglaubach@teamtogut.com
Cc: Kyle Ortiz kortiz@teamtogut.com

Kyle and Amanda,

A couple of questions from our 4/1 call:

- a) How frequently does the Debtor provide financial/account reporting to the DOJ?
- b) Is the Debtor offering 10/1 or 10/31 as a proposed account closure date?

Thanks.

Sean B. Davis, Shareholder

Winstead PC | 600 Travis Street | Suite 5200 | Houston, Texas 77002

713.650.2742 *direct* | 713.650.2400 *fax* | sbdavis@winstead.com | www.winstead.com

From: Amanda Glaubach <aglaubach@teamtogut.com>
Sent: Sunday, March 30, 2025 7:51 PM
To: Davis, Sean <sbdavis@winstead.com>
Cc: Moyron, Tania M. <tania.moyron@dentons.com>; Maizel, Samuel R. <samuel.maizel@dentons.com>; Kyle Ortiz <kortiz@teamtogut.com>; Leila Ebrahimi <lebrahimi@teamtogut.com>
Subject: Re: In re Global Wound Care Medical Group, Case No. 24-34908 (CML) (Bankr. S.D. Tex.) - Cash Management

That works for Togut as well.

Please see below for a zoom link for Tuesday at 3pm (ET). Thanks!

Best regards,
Amanda

Amanda Glaubach is inviting you to a scheduled Zoom meeting. Join Zoom Meeting
<https://teamtogut.zoom.us/j/81285690082?pwd=8lUPYtKJbUYa5KrUEBoiN7lxCVz2cd.1>
Meeting ID: 812 8569 0082 Passcode: 117046 --- One tap mobile
+16465588656,,81285690082#,,,*117046# US (New York)
+16469313860,,81285690082#,,,*117046# US --- Dial by your location • +1 646 558 8656 US
(New York) • +1 646 931 3860 US • +1 309 205 3325 US • +1 312 626 6799 US (Chicago) • +1
301 715 8592 US (Washington DC) • +1 305 224 1968 US • +1 669 900 9128 US (San Jose) •
+1 689 278 1000 US • +1 719 359 4580 US • +1 253 205 0468 US • +1 253 215 8782 US
(Tacoma) • +1 346 248 7799 US (Houston) • +1 360 209 5623 US • +1 386 347 5053 US • +1
507 473 4847 US • +1 564 217 2000 US • +1 669 444 9171 US Meeting ID: 812 8569 0082
Passcode: 117046 Find your local number: <https://teamtogut.zoom.us/j/81285690082?pwd=8lUPYtKJbUYa5KrUEBoiN7lxCVz2cd.1>

TOGUT SEGAL & SEGAL LLP

Amanda Glaubach
Togut, Segal & Segal LLP
One Penn Plaza, Suite 3335 | New York, New York 10119

Direct: (212) 201-6588 | Mobile: (917) 533-6093
aglaubach@teamtogut.com | togutlawfirm.com

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A call at 3 PM (EDT) on 4/1 works for me.

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713.650.2742 *direct* | 713.650.2400 *fax* | sbdavis@winstead.com | www.winstead.com

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Sent: Sunday, March 30, 2025 12:17 PM

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Cc: Maizel, Samuel R. <samuel.maizel@dentons.com>; Kyle Ortiz
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Subject: RE: In re Global Wound Care Medical Group, Case No. 24-34908
(CML) (Bankr. S.D. Tex.) - Cash Management

How about 12 p.m. PT/3 p.m. ET?

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Chair, Restructuring, Insolvency and Bankruptcy

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☐ +1 213 243 6101 | ☐ +1 310 402 4284

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Exhibit I

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Cc: Kyle Ortiz kortiz@teamtogut.com

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Meeting ID: 812 8569 0082 Passcode: 117046 --- One tap mobile
+16465588656,,81285690082#,,,,*117046# US (New York)
+16469313860,,81285690082#,,,,*117046# US --- Dial by your location • +1 646 558 8656 US (New York) • +1 646 931 3860 US • +1 309 205 3325 US • +1 312 626 6799 US (Chicago) •

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Exhibit J

From: Davis, Sean sbdavis@winstead.com
Subject: RE: In re Global Wound Care Medical Group, Case No. 24-34908 (CML) (Bankr. S.D. Tex.) - Cash Management
Date: April 4, 2025 at 11:05 AM
To: Amanda Glaubach aglaubach@teamtogut.com
Cc: Kyle Ortiz kortiz@teamtogut.com

Kyle and Amanda,

As a further follow up, the information your team provided during our 4/1 call was helpful. Wells Fargo intends to provide a response in short order. They are also reviewing the draft Confidentiality Agreement. However, in order to maintain our current progress and give everyone a goal for which to aim, Wells Fargo will be filing a Motion for Stay Relief to close the DIP Account today. We wholly anticipate continued discussions after the Motion has been filed and remain hopeful that an agreement can be reached that would obviate the need for a hearing or even a response from the Debtor. I'm happy to discuss this further as necessary. Thanks.

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[pwd=8IUPLYtKJbUYa5KrUEBoiN7IxCVz2cd.1](https://teamtogut.zoom.us/j/81285690082?pwd=8IUPLYtKJbUYa5KrUEBoiN7IxCVz2cd.1) Meeting ID: 812 8569 0082

Passcode: 117046 --- One tap mobile +16465588656,,81285690082#,,,,*117046# US (New York) +16469313860,,81285690082#,,,,*117046# US --- Dial by your location • +1 646 558 8656 US (New York) • +1 646 931 3860 US • +1 309 205 3325 US • +1 312 626 6799 US (Chicago) • +1 301 715 8592 US (Washington DC) • +1 305 224 1968 US • +1 669 900 9128 US (San Jose) • +1 689 278 1000 US • +1 719 359 4580 US • +1 253 205 0468 US • +1 253 215 8782 US (Tacoma) • +1 346 248 7799 US (Houston) • +1 360 209 5623 US • +1 386 347 5053 US • +1 507 473 4847 US • +1 564 217 2000 US • +1 669 444 9171 US Meeting ID: 812 8569 0082 Passcode: 117046 Find your local number: [https://teamtogut.zoom.us/j/81285690082?](https://teamtogut.zoom.us/j/81285690082?pwd=8IUPLYtKJbUYa5KrUEBoiN7IxCVz2cd.1)

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Best regards,
Amanda

<image001.png>

Amanda Glaubach
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On Mar 30, 2025, at 10:15 AM, Davis, Sean
<sbdavis@winstead.com> wrote:

Kyle,

I'm generally available for a call to discuss this further this week on or after 4/1. Thanks.

Sean B. Davis, Shareholder
Winstead PC | 600 Travis Street | Suite 5200 | Houston,
Texas 77002
713.650.2742 *direct* | 713.650.2400 *fax* |
sbdavis@winstead.com | www.winstead.com

From: Kyle Ortiz <kortiz@teamtogut.com>
Sent: Friday, March 28, 2025 5:36 PM
To: Davis, Sean <sbdavis@winstead.com>; Amanda
Glaubach <aglaubach@teamtogut.com>
Subject: Re: In re Global Wound Care Medical
Group, Case No. 24-34908 (CML) (Bankr. S.D. Tex.)

Group, Case No. 24-34908 (CML) (Bankr. S.D. Tex.) -
Cash Management

Sean,

It is correct that we would oppose. We continue to request that the bank identify its concern and reiterate that we are willing to explore ways to provide the bank additional comfort. We continue to struggle to understand the bank's concern when the Company is in chapter 11 and has an outside CRO overseeing finances all but eliminating the risk of an overdraft.

We also reiterate that the timeframe for closure is untenable in light of the amount of time we understand it takes Medicare to redirect payments. We continue to believe there are consensual paths that can address any risk the bank perceives without the disastrous impact a closure would have on the ability of the Company to continue to do business and its patients to continue to receive care.

Please let us know if we can have a call early next week.

Best regards,

Kyle

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From: Davis, Sean <sbdavis@winstead.com>
Sent: Friday, March 28, 2025 6:19 PM
To: Amanda Glaubach <aglaubach@teamtogut.com>
Cc: Kyle Ortiz <kortiz@teamtogut.com>
Subject: RE: In re Global Wound Care Medical Group, Case No. 24-34908 (CML) (Bankr. S.D. Tex.) - Cash Management

Kyle and Amanda,

As a follow up to our call on 3/21, please see the attached notice regarding the Debtor's bank account. I anticipate that Wells Fargo will seek to address this issue with the Court at some point next week by requesting approval of the 4/30 account closure date. Based on our prior conversation, I anticipate that the Debtors would be opposed to such a request, but please confirm. In any event, I remain open to discussing this matter further as necessary. Thanks.

Sean R. Davis Shareholder

Sean B. Davis, Shareholder
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From: Davis, Sean <sbdavis@winstead.com>
Sent: Wednesday, March 26, 2025 10:09 AM
To: Amanda Glaubach <aglaubach@teamtogut.com>
Cc: Kyle Ortiz <kortiz@teamtogut.com>
Subject: RE: In re Global Wound Care Medical
Group, Case No. 24-34908 (CML) (Bankr. S.D. Tex.) -
Filed MORs

Thanks, Amanda.

Sean B. Davis, Shareholder
Winstead PC | 600 Travis Street | Suite 5200 | Houston,
Texas 77002
713.650.2742 *direct* | 713.650.2400 *fax* |
sbdavis@winstead.com | www.winstead.com

From: Amanda Glaubach
<aglaubach@teamtogut.com>
Sent: Wednesday, March 26, 2025 9:54 AM
To: Davis, Sean <sbdavis@winstead.com>
Cc: Kyle Ortiz <kortiz@teamtogut.com>
Subject: In re Global Wound Care Medical Group,
Case No. 24-34908 (CML) (Bankr. S.D. Tex.) - Filed
MORs

Hi Sean,

I hope you're doing well.

We are still running down some of the items we discussed on our call on Friday with our client, but in the meantime, I've attached the Debtor's MORs for December and January, which were filed at docket numbers 148 and 149. Please let us know if you have any questions or if you'd like to discuss. Thank you!

Best regards,
Amanda

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