Docket #1642 Date Filed: 03/17/2026

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
CANO HEALTH, INC.,	Case No. 24-10164 (KBO)
Reorganized Debtors.[1]	(Jointly Administered)

ORDER APPROVING STIPULATION BY AND BETWEEN THE DEBTORS AND BEAUTIFUL@PPC, LLC RESOLVING FLORIDA ACTION AND PROOF OF CLAIM

Upon consideration of the *Stipulation by and Between the Debtors and Beautiful@PPC, LLC Resolving Florida Action and Proof of Claim*, attached hereto as **Exhibit A** (the "**Bankruptcy Stipulation**");[2] and the Court having jurisdiction to consider the Bankruptcy Stipulation pursuant to 28 U.S.C. §§ 157 and 1334; and the Court having reviewed the Bankruptcy Stipulation,

IT IS HEREBY ORDERED THAT:

1. The Bankruptcy Stipulation is Approved.

2. Proof of claim no. 465 is allowed as a Non-RSA GUC Claim (as defined in the Plan) in the amount of $918,615.00.

3. Beautiful is granted relief from the automatic stay and the injunctions set forth in Article X of the Plan, solely to the extent necessary for the Parties to file, seek approval of, and implement the Florida Stipulated Order and the Florida Stipulation.

[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 defined herein have the meanings given to them in the Bankruptcy Stipulation.

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4. The Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Dated: March 17th, 2026
Wilmington, Delaware

KAREN B. OWENS
CHIEF JUDGE

Exhibit A

Bankruptcy Stipulation

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
CANO HEALTH, INC.,	Case No. 24-10164 (KBO)
Reorganized Debtors.[1]	(Jointly Administered)

STIPULATION BY AND BETWEEN THE REORGANIZED DEBTORS AND BEAUTIFUL@PPC, LLC RESOLVING FLORIDA ACTION AND PROOF OF CLAIM

This stipulation (the "**Bankruptcy Stipulation**") is made and entered into as of March 13, 2026, by and between Cano Health, Inc. and certain of its affiliates (the "**Reorganized Debtors**," and prior to the Effective Date (as defined below), the "**Debtors**"), and Beautiful@PPC, LLC (d/b/a Personal Physician Care) ("**Beautiful**," and together with the Reorganized Debtors, the "**Parties**"), by and through her undersigned counsel, who hereby stipulate and agree as follows:

RECITALS

WHEREAS, beginning on February 4, 2024 (the "**Petition Date**"), the Debtors commenced voluntary cases under chapter 11 of title 11 of the United States Code in the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**");

WHEREAS, prior to the Petition Date, Beautiful@PPC, LLC (d/b/a Personal Physician Care) ("**Beautiful**") filed a complaint against Debtor American Choice Healthcare, LLC ("**ACH**") commencing the action captioned *Beautiful@PPC, LLC v. American Choice Healthcare, LLC*, Case No. 2023-002499-CA-01 (the "**Florida Action**"), which is currently

[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.

pending in the Circuit Court of the 11th Judicial Circuit in and For Miami-Dade County, Florida (the "**Florida Court**").

WHEREAS, ACH filed a motion to assert a counterclaim (the "**Counterclaim**") against Beautiful in the Florida Action.

WHEREAS, in connection with the Florida Action, Beautiful placed into escrow a standby letter of credit in the amount of $958,797.00 (the "**Escrowed Funds**");

WHEREAS, upon the Petition Date, the Florida Action was stayed pursuant to section 362 of the Bankruptcy Code;

WHEREAS, on April 18, 2024, Beautiful filed proof of claim number 465 in the Debtors' bankruptcy cases (the "**Beautiful POC**"), which asserted a general unsecured claim against ACH in the amount of $918,615.00 based on the claims asserted in the Florida Action;

WHEREAS, on June 28, 2024, the Bankruptcy Court entered an order [Docket No. 1148] confirming the *Modified Fourth Amended Joint Chapter 11 Plan of Reorganization of Cano Health, Inc. and its Affiliated Debtors* [Docket No. 1125] (the "**Plan**");

WHEREAS, on the same day, the Plan was substantially consummated and became effective [*See* Docket No. 1152];

WHEREAS, pursuant to the Plan, the Debtors, among other things, retained all rights to commence and pursue any and all Retained Causes of Action, which included the Counterclaim [*See* Plan § 5.10; Plan Supplement, Ex. I];

WHEREAS, the Reorganized Debtors and Beautiful have engaged in discussions and negotiations regarding, among other things, the Florida Action, the Counterclaim, and the Beautiful POC and desire to resolve such disputes by filing with the Florida Court, seeking the Florida Court's approval of, and implementing that certain *Agreed Order Approving Stipulation and of Settlement* (the "**Florida Stipulated Order**"), which approves, among other things, that

certain *Settlement Agreement and Release* entered into between the Parties (the "**Florida Stipulation**");

WHEREAS, the Florida Stipulated Order and the Florida Stipulation, among other things, provide for the distribution of the Escrowed Funds to the Parties, the dismissal of the Florida Action, and mutual releases;

WHEREAS, a true and correct copy of the Florida Stipulated Order and Florida Stipulation are attached hereto as **Annex 1**;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED BETWEEN AND AMONG THE PARTIES AS FOLLOWS:

1. This Bankruptcy Stipulation shall be binding and enforceable upon the date the Court enters and order approving the Bankruptcy Stipulation (the "**Stipulation Effective Date**").

2. The recitals set forth above are incorporated by reference as though set forth herein at length.

3. Upon the Stipulation Effective Date, the automatic stay provided under section 362(a) of the Bankruptcy Code and the injunctions set forth in Article X of the Plan (the "**Plan Injunction**") are modified for the limited purposes of allowing the Parties to execute, file, seek approval of, and implement the Florida Stipulated Order and the Florida Stipulation. Except as set forth herein, all other provisions of the Plan Injunction, the automatic stay and other provisions of the Bankruptcy Code, including, without limitation, those provisions prohibiting the commencement or continuation of any judicial proceeding against the Debtors that was or could have been commenced prior to the Petition Date, and those provisions prohibiting any act to collect, assess, or recover a claim that arose prior to the Petition Date from the respective estates and/or assets or property of any of the Debtors, shall remain in full force and effect. For the avoidance of doubt, notwithstanding anything contained in this Bankruptcy Stipulation, the order

approving this Bankruptcy Stipulation, and any modification of the automatic stay granted thereunder, no party, shall be authorized to collect, assess, or recover any claim against the Debtors, and the automatic stay shall continue to prohibit any such action.

4. On the Effective Date, the Beautiful POC shall be allowed as a Non-RSA GUC Claim (as defined in the Plan) in the amount of $918,615.00.

5. Kurtzman Carson Consultants, LLC (d/b/a Verita Global), the Court appointed claims and noticing agent in the Debtors' chapter 11 cases, shall be authorized to modify the claims register to reflect the agreements herein.

6. Each of the Parties hereto represents and warrants it is duly authorized to enter into and be bound by this Bankruptcy Stipulation.

7. This Bankruptcy Stipulation and all the provisions hereof shall be binding upon and shall inure to the benefit of the Parties and each of their respective executors, heirs, successors, and assigns.

8. This Bankruptcy Stipulation, the Florida Stipulated Order, and the Florida Stipulation constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersede any prior agreements and understandings, both written and oral, thereof.

9. The Court shall retain exclusive jurisdiction with respect to all disputes or controversies arising from or related to this Bankruptcy Stipulation.

10. This Bankruptcy Stipulation may be executed by the Parties in separate counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument. This Bankruptcy Stipulation may be executed by exchange of facsimile or electronic signatures (in PDF or comparable format), which shall be deemed original signatures.

STIPULATED AND AGREED:

Dated: March 13, 2026

/s/ *Peter R. Goldman*
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Counsel to Claimant

Dated: March 13, 2026

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Attorneys for the Reorganized Debtors

Annex 1

Florida Stipulated Order and Florida Stipulation

IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA

CIVIL DIVISION
CASE NO. 2023-002499-CA-01

BEAUTIFUL@PPC, LLC d/b/a PERSONAL PHYSICIAN CARE, a Florida Limited Liability Company

Plaintiff(s),

vs.

AMERICAN CHOICE HEALTHCARE LLC, A Florida Limited Liability Company

Defendant(s).
_____/

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (the "Settlement Agreement") is made and entered into by and among BEAUTIFUL@PPC, LLC, (hereinafter referred to as "Beautiful"), on the one hand, and AMERICAN CHOICE HEALTHCARE, LLC (hereinafter referred to as "ACH"). The above parties shall hereinafter be collectively referred to as the "Parties".

WITNESSETH:

Whereas, Beautiful filed the above-captioned action on February 14, 2023 in state court in Miami-Dade County, Florida against ACH (referred to herein as "the Lawsuit");

Whereas, ACH filed its answer and subsequently its amended answer and affirmative defenses to the Lawsuit denying liability and raising several affirmative defenses;

Whereas, ACH filed a Motion to Assert Counterclaim Under Rule 1.170(e) of the Florida Rules of Civil Procedure ("proposed Counterclaim");

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Whereas, Beautiful and ACH filed a joint motion wherein Beautiful agreed to place in escrow the amount under the terms of a Standby Letter of Credit in the sum of $958,797.00 with Lash & Goldberg ("Escrow Agent"), to be held in its trust account ("Escrowed Funds");

Whereas, the court presiding over the Lawsuit entered an order providing that the Escrow Agent would hold the Escrowed Funds in its trust account until either further order of the court or a written agreement being entered into by the parties authorizing release of the Escrowed Funds;

Whereas, on February 04, 2024, ACH filed a chapter 11 in the bankruptcy court in Delaware;

Whereas, on June 28, 2024, the Bankruptcy court in Delaware confirmed the Fourth Amended Plan (the "Plan") pursuant to which Debtors filed a PLAN SUPPLEMENT IN CONNECTION WITH FOURTH AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION OF CANO HEALTH, INC., AND ITS AFFILIATED SUBSIDIARIES ("Plan Supplement");

Whereas, the Plan Supplement approved by the Bankruptcy court provides that certain causes of action were being retained by the Debtors (which Debtors include ACH), with such "RETAINED CAUSES OF ACTION" being identified and described in Exhibit I to the Plan Supplement, titled "Schedule of Retained Causes of Action";

Whereas, the claim ACH intended to assert in the proposed Counterclaim qualifies as a cause of action retained by the ACH under the Plan Supplement, and ACH represents and warrants that any other claims that ACH could have or should have brought against Beautiful were Retained Causes of Action under the Plan and are not claims that were carved out or given to as the Litigation Trust Causes of Action (as defined in the Plan);.

Whereas, ACH acknowledges that, in connection with the above-referenced bankruptcy proceedings, Beautiful filed a Proof of Claim ("POC") asserting a general unsecured claim in the amount of $918,615.00 [POC Claim Number 465 filed April 18, 2024] and that a material term of this settlement is that ACH agrees not to object to the POC and, consequently, this settlement is conditioned upon the Bankruptcy Court in Delaware entering an order approving this settlement reached herein and a stipulation between ACH and Beautiful that the POC shall be allowed in the

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amount of $918,615.00 and that the POC shall be treated and entitled to distributions (if any) in accordance with the terms of the Plan ("POC Stipulation Order").

Whereas, the Parties agree to the terms of this Settlement Agreement and that this Settlement Agreement settles all claims that were or could be asserted by either Beautiful or ACH and without any admission of liability or acknowledgment of any right subject to the terms set forth herein.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

IT IS HEREBY AGREED as follows:

1. **Recitals.** The above recitals are incorporated herein by reference and are deemed true and correct.
2. **Settlement Terms.**
   A. ACH and Beautiful agree that ACH shall seek entry of the POC Stipulation Order and that, if the POC Stipulation Order is not entered by the Bankruptcy Court, then this Settlement Agreement shall be null and void and the Parties shall be restored to their positions as if this Settlement Agreement was never executed.
   B. Upon entry of the POC Stipulation Order, ACH and Beautiful shall separately submit and file in the Lawsuit a joint request for the entry an Agreed Order Approving Settlement Stipulation, the terms of which are excerpted below, and, upon entry of same, the Escrowed Funds shall be immediately disbursed in accordance with the terms of the Agreed Order Approving Settlement Stipulation;
   C. Upon the occurrence of A. and B., above, Beautiful and ACH agree and stipulate that they have resolved all claims asserted or that could have been asserted in the Lawsuit, including ACH's proposed Counterclaim.
   D. Parties stipulate and agree that the Escrow Agent is directed to release the Escrow Funds in accordance with entry of the Agreed Order Approving Settlement Stipulation and that $575,000.00 of the Escrowed Amount is deemed the property of ACH with the balance of the Escrowed Amount in ($383,797.00) being deemed the property of Beautiful.

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E. Upon transmittal of the amounts to the Parties as set forth in D., Escrow Agent will be deemed to have fully satisfied and discharged its obligations as Escrow Agent under the Agreed Order on Joint Motion to Deposit Escrow Amount in Lash & Goldberg Trust Account.

F. Within five (5) days of the delivery of the $575,000.00 by Escrow Agent to ACH, the parties will submit a joint stipulation for entry of an agreed order of dismissal with prejudice of this action, with each party to bear its own costs and attorneys' fees incurred in this action, a copy of which is attached.

3. **Drafting of Agreement and Governing Law**. This Settlement Agreement shall be deemed to have been drafted jointly by all Parties and neither of the Parties shall be deemed to have drafted any provision. No rule of construction shall be enforced against either of the Parties. This Settlement Agreement shall be governed by and interpreted for all purposes consistent with the laws of the State of Florida (without regard to its conflict of laws provisions) and not laws of any other state.

4. **Amendment and Waiver**. This Settlement Agreement may be amended, or any provision hereof may be waived, provided that any such amendment or waiver shall be in writing executed by all the Parties hereto, and only such amendments or waivers as are thus made in writing shall be effective and binding upon any Party hereto. The waiver of any party of the breach of any provision of this Settlement Agreement by another party shall not operate or be construed as a waiver of any subsequent breach.

5. **Execution**. This Settlement Agreement may be executed in any number of counterparts and all counterparts shall be deemed to constitute a single agreement. The execution and delivery of such counterpart by any person or entity shall have the same force and effect as if that person or entity had executed all other counterparts. Any electronic transmittal thereof, including DocuSign, email or facsimile, bearing any person's signature, shall have the same force and effect as would physical delivery to the same recipient of a copy hereof bearing such person's original signature.

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6. **Entire Agreement.** This Settlement Agreement represents the entire agreement between the parties. There are no verbal promises or other agreements between the parties related to this settlement. Any prior negotiations, promises or verbal agreements related to this settlement or the terms thereof, not expressly contained herein, are deemed waived and void.

7. **Non Admission of Liability**. It is expressly understood and each party hereto represents and warrants that this Settlement Agreement, and any of the other documents executed to effectuate this Settlement Agreement are executed to compromise disputed claims and charges by either party against the other. Execution of this Settlement Agreement shall not be construed or represented to be an admission of liability of any kind on the part of either party, and that nothing contained herein shall be construed to be an admission by either party that they have any liability to other party, or to any other person or entity in connection with or in any way relating to the parties' dispute.

8. **Mutual Release of All Claims**. Provided the terms of this Settlement Agreement are fully complied with and the parties obtain all necessary approvals, Beautiful on the one hand, and ACH on the other hand, herein each remise, release, acquit, satisfy, and forever discharge each other together with its current and former members, managers, officers, directors, shareholders, employees, agents, attorneys, affiliates, predecessors, successors, assigns from all action or actions, cause or causes of action, suits, debts, dues, sums of money, accounts, reckoning, bonds, bills, specialties, covenants, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which the Parties now have, ever had, or which any personal representative, successor, heir or assign of theirs, hereinafter can, shall or may have, against each other, for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world through the date of this Release, that or which relates in any way to, or arises from the claims and causes of action that were asserted in the Lawsuit or could have been asserted in the Lawsuit, including ACH's proposed Counterclaim. This Release expressly carves out the obligations set forth in this Settlement Agreement, including Beautiful's POC.

9. **Severability**. If any provision of this Settlement Agreement shall for any reason be held to be invalid, unenforceable, or contrary to public policy or any law, the remainder of the Settlement Agreement shall not be affected thereby and shall remain in full force and effect.

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11. **Warranty of Capacity To Execute Settlement Agreement.** The Parties represent and warrant that they have the sole right and exclusive authority to enter into this Settlement Agreement and they knowingly and voluntarily do so of their own free will and without coercion of any kind whatsoever.

10. **Right to Counsel**. The Parties acknowledge that each has an independent attorney not associated with or representing the other party to assist in the negotiation and preparation of this Settlement Agreement. Each party disclaims any reliance in entering into this Settlement Agreement upon any attorneys, appraisers or professionals retained by or representing the other party. Each party has read this Settlement Agreement, is aware of its terms, and has executed it acknowledging all parties have acted in good faith in negotiating the terms and provisions contained herein. Further, neither party is under economic or other duress and acknowledges that to the extent they have agreed to make settlement payments or otherwise waived any rights, claims or demands herein, such waiver was made voluntarily and with full knowledge of the ramifications of such waiver.

Dated on this _____day of _____, 2026.

American Choice Healthcare, LLC	Beautiful @PPC, LLC
_____	_____
By: its Authorized representative of ACH	By: its Authorized representative of Beautiful

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IN THE CIRCUIT COURT OF THE11TH JUDICIAL CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA

CIVIL DIVISION
CASE NO. 2023-002499-CA-01

BEAUTIFUL@PPC, LLC

Plaintiff(s),

vs.

AMERICAN CHOICE HEALTHCARE LLC

Defendant(s).
_____/

AGREED ORDER APPROVING STIPULATION OF SETTLEMENT

THIS CAUSE came before the Court upon the joint stipulation of the parties and the court hereby approves the Stipulation of Settlement between the parties and directs the Escrow Agent to disburse the funds as set forth herein and after the bankruptcy court has approved the parties settlement agreement.

ORDERED AND ADJUDGED as follows:

1. This court approves the parties' settlement agreement.

2. Pursuant to the terms of this Settlement Agreement, Lash & Goldberg, LLC, as Escrow Agent, shall disburse the Escrow Amount (totaling $958,797.00) as set forth below.

3. Plaintiff and Defendant have resolved all claims asserted or that could have been asserted in this action, including ACH's proposed Counterclaim. Pursuant to that resolution, $575,000.00 of the Escrow Amount is deemed the property of ACH. The balance of the Escrow Amount, in the amount of $383,797 is deemed the property of Plaintiff.

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4. By this Agreed Order, Escrow Agent is ordered to release promptly the Escrow Amount in accordance with the above agreement: $575,000.00 to ACH and $383,797 to Beautiful@PPC, LLC. Each party is responsible for providing the Escrow Agent with the appropriate wire instructions or other information necessary for the Escrow Agent to process the payments.

5. Upon disbursement of the Escrow Amounts as provided herein Escrow Agent will be deemed to have fully satisfied and discharged its obligations under the Agreed Order on Joint Motion to Deposit Escrow Amount in Lash & Goldberg Trust Account, and shall have no further obligations of any nature whatsoever as Escrow Agent.

6. Within five (5) days of the delivery of the $575,000.00 by Escrow Agent to ACH, the parties will submit a joint stipulation for entry of an order of dismissal with prejudice of this action, with each party to bear its own costs and attorneys' fees incurred in this action.

DONE AND ORDERED in Chambers, Miami-Dade County, Florida on this _____ day of _____, 2026.

_____
Reemberto Diaz
CIRCUIT COURT JUDGE

cc: All Counsel of Record

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