Docket #0461 Date Filed: 10/02/2026

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

In re	)	Chapter 11
GLOBAL WOUND CARE MEDICAL GROUP, a Professional Corporation,[1]	)	Case No. 24-34908
Debtor.	)	

WOUND PROS MANAGEMENT GROUP, INC.'S OPPOSITION TO THE DEBTOR'S MOTION FOR ENTRY OF AN ORDER PURSUANT TO FEDERAL RULE OF BANKRUPTCY PROCEDURE 9019 (I) AUTHORIZING AND APPROVING THE SETTLEMENT AGREEMENT WITH THE UNITED STATES AND RELATOR AND (II) GRANTING RELATED RELIEF
(Related to Docket No. 450)

Wound Pros Management Group, Inc. ("WPMG") submits this opposition (the "Opposition") to the *Debtors' Motion for Entry of an Order Pursuant to Federal Rule of Bankruptcy Procedure 9019 (I) Authorizing and Approving the Settlement Agreement With the United States and Relator And (II) Granting Related Relief* [Dkt. 450] (the "Motion").[2] In support of this Opposition, WPMG respectfully states as follows:

PRELIMINARY STATEMENT

1. Global Wound Care Medical Group (the "Debtor") seeks approval of a settlement (the "Settlement") with the United States of America (the "United States") that has the effect of distributing virtually all of the estate's assets to the United States leaving nothing but a de minimis

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

[2] Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Motion.

fund for administrative creditors.[3] There are several deficiencies with the Motion that require it to be denied or deferred.

2. First, the Debtor has not satisfied its evidentiary burden. The Debtor relies on the sole declaration of its Chief Restructuring Officer, Louis E. Robichaux IV (the "Robichaux Declaration"), which contains conclusory statements. The Robichaux Declaration does not provide any testimony regarding the evaluation of any claims or defenses that the Debtor has to any of the claims asserted by the United States. This is just one example of missing evidence.

3. Second, the Debtor cannot demonstrate that the paramount interest of creditors favors approval of the Settlement. The Settlement provides a scant $500,000 to be allocated for administrative creditors (other than estate professionals, the Debtor's CEO, and the US Trustee), other priority creditors, and prepetition creditors. The Settlement goes further and includes a "death trap" that provides that if WPMG, the largest administrative creditor, objects to the Motion or the plan, then it does not participate in the remaining funds.

4. WPMG asserts that this amount is inequitable and provides no meaningful benefit to WPMG or its own creditors. WPMG has incurred tens of millions of dollars in expenses in providing goods and services to the Debtor. This was real value. WPMG purchased the biologics products used by the Debtor in providing wound care services to patients. WPMG provided all of the billing services to obtain reimbursement from CMS and others. WPMG provided payroll processing and benefits services to the Debtor for its employees. Participating in a $500,000 fund is not sufficient incentive for WPMG to not object to the Motion. Moreover, the death trap aspect of the Settlement is coercive, unfair and deprives WPMG of due process.

[3] Though it has not yet done so, WPMG intends to assert an administrative expense claim against the Debtor that it likely in the range of tens of millions of dollars for goods and services provided to the Debtor postpetition.

5. Third, the proposed Settlement grants the United States a superpriority administrative expense claim under Section 507(b) for the full Settlement Amount giving it priority over all other claims in these cases, except the privileged claims of estate professionals, the Debtor's CEO and the Office of the United States Trustee (the "US Trustee"). There is no discussion whatsoever in the Motion about the basis for elevating the United States' claims based on prepetition activity to be superpriority administrative expense claims. As discussed below, to the extent that the superpriority administrative expense claim status arises from the Suspense Payment Stipulation, the Debtor does not demonstrate that such claim is equal to the Settlement Amount. This is likely because such claim is less than the amount of funds in the suspense account.

6. Fourth, the Settlement is tied to confirmation of a liquidating plan that has no hope of being confirmed. It is undisputed that the Debtor is administratively insolvent. Absent consent from administrative creditors to accept lesser treatment, the Debtor cannot satisfy Section 1129(a)(2)(A)'s requirement of payment in full and in cash on the effective date. Moreover, because the Settlement is tied to confirmation of a plan, the Court should defer consideration of the Motion until plan confirmation.

7. Finally, because the Settlement locks the Debtor into a patently unconfirmable plan, requires WPMG to vote in its favor or forfeit its right to receive any recovery, and disposes of virtually all assets of the estate and leaves no prospect for future reorganization. As such, the Settlement functions as an impermissible *sub rosa* plan. WPMG would oppose any plan incorporating the terms of the Settlement.

8. Accordingly, the Court should either deny the Motion or defer consideration of the Motion to a hearing on confirmation on the Debtor's forthcoming liquidating plan.

ARGUMENT

A. The Settlement Is Neither Fair Nor Equitable And Is Not In The Paramount Interest Of Creditors

9. The Settlement Agreement is neither fair nor equitable, nor is it in the best interest of the estate and the Debtor's creditors, and as such the Motion should be denied. Rule 9019 provides that "[o]n the trustee's motion and after notice and a hearing, the court may approve a compromise or settlement." FED. R. BANKR. P. 9019(a).

10. When considering whether to grant a motion pursuant to Rule 9019, "the court should approve the settlement only when the settlement is fair and equitable and in the best interest of the estate." *Conn. Gen. Life Ins. Co. v. United Cos. Fin. Corp. (In re Foster Mortg. Corp.)*, 68 F.3d 914, 917 (5th Cir. 1995) (first citing *In re Jackson Brewing Co.*, 624 F.2d 599, 602 (5th Cir. 1980); and then citing *United States v. AWECO, Inc. (In re AWECO, Inc.)*, 725 F.2d 293, 298 (5th Cir. 1984)). The Court "must be apprised of all the necessary facts for an intelligent, objective and educated evaluation." *Jackson Brewing Co.*, 624 F.2d at 601. "The words 'fair and equitable' are terms of art—they mean that senior interests are entitled to full priority over junior ones." *Comm. of Unsecured Creditors v. Cajun Elec. Power Coop. (In re Cajun Elec. Power Coop.)*, 119 F. 3d 349, 355 (5th Cir. 1997) (quoting *AWECO, Inc.*, 725 F.2d at 298).

11. In determining whether a settlement is fair and equitable and in the best interest of the estate, courts compare the terms of the settlement with the likely rewards of litigation, including considering the following factors:

> (1) The probability of success in the litigation, with due consideration for the uncertainty in fact and law,
>
> (2) The complexity and likely duration of the litigation and any attendant expense, inconvenience and delay, and
>
> (3) All other factors bearing on the wisdom of the compromise.

Id. (quoting *Jackson Brewing Co.,* 624 F.2d at 602).

12. With respect to the "wisdom of the compromise," the Fifth Circuit also considers two additional factors. *In re Roqumore*, 393 B.R. 474, 479 (S.D. Tex. 2008). First, courts will consider "[w]hether the compromise serves 'the paramount interest of creditors with proper deference to their reasonable views.'" *Id.* at 480 (first quoting *Cajun Elec.*, 119 F.3d at 36; and then citing *Foster Mortg. Corp.*, 68 F.3d at 917). "When applying this factor, courts generally consider the consideration offered by the settling party and the degree to which creditors object." *Id.* (first citing *Cajun Elec.*, 119 F.3d 349; then citing *Foster Mortg.*, 68 F.3d 914; and then citing *AWECO, Inc.*, 725 F.2d 293). Second, courts will consider "[t]he extent to which the settlement is truly the product of arms-length bargaining and not of fraud or collusion." *Id.* (citing *Foster Mortg.*, 68 F.3d at 918).

13. The Debtor bears the burden of establishing that these factors support a finding that the proposed settlement is fair, equitable, and in the best interest of the estate. *Id.* (first citing *In re Lawrence & Erausquin, Inc.*, 124 B.R. 37, 38 (Bankr. N.D. Ohio 1990); *In re GHR Cos., Inc*., 50 B.R. 925, 931 (Bankr. D. Mass. 1985)). The evidentiary record that the Debtor has submitted with the Motion fails to meet this burden.

i. The probability of success in the litigation and the complexity and likely duration of the litigation and the attendant expense, inconvenience, and delay

14. On careful inspection, the Motion lacks the evidentiary support needed to approve the Settlement even on the factors of probability of success and complexity and duration of the litigation. The Debtor relies on solely on the Robichaux Declaration. The Robichaux Declaration though does not contain the evidence necessary to provide creditors or the Court the means to adequately assess whether the Settlement is fair and equitable and in the best interest of the estate. Instead, it contains essentially two paragraphs attempting to address the factors.

15. Paragraph 17 is the primary paragraph that has any reference to the merits of the United States' claims and states:

> The United States has assembled substantial evidence supporting its claims. Full litigation could result in liability substantially exceeding the Settlement Amount. The complexity, expense, and duration of the settled litigation weigh heavily in favor of settlement. Medicare-fraud, FCA, and kickback cases against the United States are inherently complex, requiring extensive discovery regarding billing practices, Medicare enrollment procedures, clinician supervision arrangements, and compensation structures. FCA cases can require reviewing hundreds of thousands of documents. The Debtor would also likely be compelled to pay for expensive data hosting platforms and expert witnesses. Full litigation through trial could cost the estate millions in professional fees. Those resources are better preserved for the estate and creditors through settlement.

Robichaux Declaration ¶ 17.

16. Paragraph 17 merely states in conclusory fashion that the United States "has assembled substantial evidence supporting its claims," which could exceed the Settlement Amount, and that litigation over the United States' claims would be complex and expensive. However, there is no description of the evidence or discussion of the type or quality of the evidence assembled. Further, notably absent in the Robichaux Declaration is any discussion of the Debtors' defenses or counterclaims against the United States. There is not even testimony concerning the extent of the Debtor's investigation into the United States' allegations.

17. The Motion also states that "the Debtor is informed and believes that CMS is preparing a separate claim asserting hundreds of millions of dollars in Medicare overpayment claims not related to the Government Claims." Mot. ¶2. Again, these statements are merely conclusory, and there is no evidence of these separate alleged CMS claims. The CMS allegations are not anywhere to be found in the Robichaux Declaration, and there is nothing in the Robichaux Declaration regarding the assertion of such a claim, its basis, or viability. CMS has not even filed a proof of claim for these amounts in the Debtor's case.

18. Furthermore, there is no evidence or discussion regarding potential claims against the United States arising out of CMS's actions in the fall of 2025, or otherwise. In October 2025, the Debtor filed numerous pleadings seeking relief with respect to an unprecedented and unannounced volume of additional document requests ("ADR") from CMS and the Medical Administrative Contractors (the "MACs") that caused a near stoppage in reimbursement receipts. *See Debtor's Emergency Mot. to Schedule Status Conference* [Dkt 278]; *Status Conference Report and Decls. of Ralph Cetrulo, Chief Financial Officer, and Louis E. Robichaux, Chief Restructuring Officer, in Supp. Thereof* [Dkt 290]; *Decl. of Louis E. Robichaux IV in Resp. to Issues Raised at the Debtor's Status Conference* [Dkt. 295]; *Decl. of Taylor Rosales in Resp. to Issues Raised at the Status Conference* [Dkt. 296]; and *Suppl. to Status Report and Debtors' Emergency Mot. to Schedule Status Conference* [Dkt. 299]. The delay caused by the abrupt influx of huge amounts of ADRs choked the Debtor's cash so much that it was on the verge of shutting down what was, at the time, an ongoing business. The precipitous impact of CMS and the MACs' actions must be considered in the settlement calculus. Yet, the Debtor has provided no evidence that it evaluated or considered the conduct of CMS and the MACs in their fundamental change in approach to processing Medicare reimbursement requests, including whether such conduct gave rise to a breach of the Payment Suspension Stipulation.

19. The Debtor offers only generalized assertions that litigation could require "hundreds of thousands" of documents, expensive data-hosting platforms, and expert witnesses, and that full litigation "could cost the estate millions in professional fees." Robichaux Decl. ¶17. The Debtor provides no actual estimate of the litigation budget and no projected timeline. Moreover, the Debtor's statement that "[t]hose resources are better preserved for the estate and creditors through settlement" is misleading. *Id.* The only creditors receiving those estate resources

are the United States, the US Trustee, and the estate professionals, not any other administrative or prepetition creditor.

20. Critically, the United States has not filed a proof of claim in this case, and has until October 15, 2026, to do so, leaving creditors and this Court with no basis upon which to independently evaluate the validity, amount, or evidentiary support for the United States' claims other than the conclusory and self-serving assertions in the Motion. Without a detailed merits analysis or any independently verifiable evidence of the United States' claims, the Debtor has not carried its burden of demonstrating that the probability of success favors settlement on the proposed terms.

21. In addition, the Motion contains no liquidation analysis, no recovery waterfall, no support for or explanation of the $500,000 creditor reserve, no discussion of the amount or nature of administrative expense claims against the estate, and no detailed factual or legal support for granting the United States a nondischargeable superpriority claim for the unpaid balance of the Settlement Amount.

22. The Court cannot make an "intelligent, objective and educated evaluation" of this settlement without these foundational analyses. *See Jackson Brewing Co.*, 624 F.2d at 602. The Settlement Agreement also requires the Debtor to file a Solicitation Package by October 15, 2026, yet the Motion provides no explanation of how any plan of liquidation could be feasible when only $500,000 remains for all creditors other than the United States, including those with administrative expense claims that must be paid in full on the effective date. Payment in full of administrative expenses on the effective date is therefore impossible under the proposed settlement terms.

23. The Settlement would take the lion's share of the estate, over $300 million, and contribute it to the United States while preserving merely $500,000—less than 0.1% of the

Settlement Amount—for all administrative, priority, and general unsecured creditors. WPMG holds a scheduled unsecured claim of approximately $156,816,443.86 and intends to assert an administrative expense claim for tens of millions of dollars. The $500,000 reserve is woefully insufficient to provide any meaningful recovery for any creditors other than the United States and deprives them of the opportunity to properly vet and vote on a plan.

24. The Court can hardly grant approval of the Motion that leaves virtually nothing behind for administrative creditors on such a barren evidentiary record.

ii. *The wisdom of the compromise – the paramount interest of creditors*

25. The Motion completely glosses over this remaining factor. In *Foster Mortgage*, the Fifth Circuit found that "other factors bearing on the wisdom of the compromise" included "the paramount interest of creditors with proper deference to their reasonable views." 68 F.3d at 917. The Fifth Circuit went on to say that "[w]e believe a bankruptcy court should consider the amount of creditor support for a compromise settlement as a 'factor bearing on the wisdom of the compromise,' as a way to show deference to the reasonable views of the creditors." *Id.* at 918.

26. The record in this case shows that there is no creditor support other than those creditors that are parties to or negotiated the Settlement, and the only creditors outside of the Settlement are opposing its approval. There is no official committee of unsecured creditors in this case. There is no official committee of administrative creditors either.

27. Other than the United States, WPMG is the largest administrative expense creditor and prepetition creditor. WPMG has incurred substantial expense in purchasing and providing biologic products that were shipped directly to the Debtor's patients to provide critical care both prepetition and postpetition. WPMG owes tens of millions to biologics vendors for products that were purchased specifically for the Debtor. WPMG also provided substantial services to the

Debtor, again both prepetition and postpetition, including payroll and benefits for the Debtor's employees and billing and reimbursement services. The funds in the Debtor's suspense account with CMS would not exist without the use of the products or WPMG's personnel processing reimbursements and appeals. Critically, even after the wind down of operations was completed, WPMG continued to provide reimbursement services that likely contributed to increases in the amounts in the suspense account. Despite the provision of these services, the Debtor largely stopped reimbursing WPMG in February of this year.

28. As set forth herein, WPMG is objecting to the Settlement because it unfairly and without justification turns over nearly the entirety of the estate to the United States and includes coercive terms to pressure WPMG to support the settlement. It leaves nothing to WPMG to use to satisfy its own creditors' claims.

29. In addition, the terms of the Settlement that set aside $500,000 for creditors other than professionals, the US Trustee, and the United States, is not in the interest of WPMG. The Settlement contains a death-trap provision that singles out WPMG and prohibits it from objecting to the Motion or from voting against the plan at risk of being denied any payment whatsoever. WPMB is the only party that may get denied access to this fund if it objects to the Settlement or confirmation of the Debtors' forthcoming plan. No other administrative or other creditor is singled out like this. This provision conditions WPMG's recovery on surrendering its right to be heard, entirely restricts its plan voting rights and is patently coercive, unfair, and completely deprives WPMG of due process.

30. Finally, while the Debtor asserts that the Settlement Agreement is the product of arm's-length negotiations, the disparate treatment of all other creditors compared to the treatment of the United States' claims suggests otherwise, especially when considering the chilling impact

the Settlement Agreement has on WPMG's ability to object to the Settlement Agreement or oppose a proposed plan. Indeed, after entering into the Payment Suspension Stipulation the Debtor was negotiating with one or both of its arms tied behind its back. The Payment Suspension Stipulation limited the Debtor to a fraction of their reimbursements and imposed a strict budget. It removed the Debtor's ability to contest virtually any matter with the United States. And then it granted the United States a superpriority administrative expense claim. While the United State is not an insider, there does not appear to have been the type of negotiation contemplated by the Fifth Circuit in *Foster Mortgage*.

31. It is eminently clear that the Settlement is not in the best interest of creditors, including WPMG, and there is no other creditor support for the Settlement.

B. The Settlement Awards The Government An Improper Superpriority Administrative Expense Claim.

32. A key element of the Settlement is the granting of a superpriority administrative expense claim under Section 507(b) to the United States for the balance of the $525 million Settlement Amount unpaid by other means. This superpriority administrative expense claim will have priority over all other claims, except for estate professional fees, the fees for the US Trustee, and the Debtor's CEO's salary through December 2026. The Motion is devoid of any basis for elevating the United States' prepetition claims to claims with a 507(b) priority.

33. At most, the United States might assert a superpriority claim pursuant to the Payment Suspension Stipulation. However, the amount of that claim does not rise to $525 million Settlement Amount. Under the Payment Suspension Stipulation, the United States obtained a superpriority administrative expense claim "up to the amount of any Released Payments for any of the United States' debts that are not satisfied through offset." Payment Suspension Stipulation at 7(b). Since the Payment Suspension Stipulation has gone into effect, the Suspended Payments

have grown from approximately $208 million to $316 million. Payment Suspension Stipulation at ¶G ("As of December 11, 2024, CMS has suspended approximately $208 million for claims submitted by the Debtor to CMS for payment"). Because the Payment Suspension Stipulation required 25% of the Debtor's reimbursements going forward to go into the suspension account, this would imply that at most, the Debtor received Released Payments of no more than $324 million (representing the 75% of reimbursements released to the Debtor). And in fact, this number is likely lower because of the delay in releasing 75% of reimbursements after the Payment Suspension Stipulation and because some of the increase in the suspension account occurred after the Payment Suspension Stipulation terminated according to its terms, meaning that 100% of reimbursements were again suspended. This is relevant because, even assuming that the Debtor received approximately $300 million in Released Payments under the Payment Suspension Stipulation that gave rise to a $300 million superpriority administrative expense claim, that claim could be satisfied in full from the $316 million in the suspension account. Thus any remaining portion of the Settlement Amount should be treated as no more than a prepetition unsecured claim, not a 507(b) claim.

34. In this scenario, the Debtors' existing cash would not be turned over to the United States, but rather would be available for administrative expense creditors, such as WPMG. Given that there is no legal basis to award the United States a 507(b) superpriority administrative expense claim for the entirety of the Settlement Amount, the Court should deny the Motion.

C. The Settlement Impermissibly Requires The Debtor To Seek Confirmation Of An Unconfirmable Plan.

35. The Motion is the first instance in which the Debtors mention they intend to seek confirmation of a liquidating plan. Mot. ¶20(j). This is a remarkable inclusion in the Settlement Agreement given that at prior status conferences since the winddown the Debtor has stated that it

intended to seek a settlement with the government and then convert the case. Conversion makes sense. The Debtor has no operations and no assets to sell or monetize other than receivables that have been segregated for a single creditor.

36. Moreover, the Debtor cannot possibly confirm a plan. The Bankruptcy Code requires that, in order to confirm a plan, the holder of a claim under Section 507(a)(2) or (c) must receive cash equal to the allowed amount of such claim. 11 U.S.C. §1129(a)(9)(A). The Debtor is administratively insolvent and cannot possibly satisfy administrative claims, including the sizable administrative expense claim that WPMG intends to assert, in full and in cash on the effective date of a plan, unless administrative creditors agree to some other treatment. At this time, there is no incentive for WPMG to consent to lesser treatment on account of its substantial administrative claim since the Debtor is offering next to nothing.

37. Furthermore, if confirmation of a liquidating plan is the Debtor's real goal, then it raises the question of why approval of the Motion is necessary now, especially since the United States has not yet even filed a proof of claim, rather than at the confirmation hearing for such plan. If the Settlement Agreement and the plan are inextricably intertwined, then they should be considered together once creditors have all relevant information, and the Court should either deny the Motion now or defer it to the confirmation hearing on the forthcoming plan.

D. The Settlement Is An Impermissible *Sub Rosa* Plan

38. As proposed, the Settlement Agreement essentially functions as an impermissible *sub rosa* plan. Though the Federal Rules of Bankruptcy Procedure allow a debtor to enter into compromises, a debtor may not do so if the result amounts to a *sub rosa* plan. *See Cajun Elec. Power Coop.*, 119 F. 3d at 354 (holding that the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure do "not authorize the [debtor] to enter a settlement if the result amounts to a *sub rosa* plan of reorganization").

39. Courts in the Fifth Circuit consider the following factors for deciding whether an agreement amounts to a *sub rosa* plan: (i) whether the agreement has the practical effect of dictating some of the terms of any future reorganization plan, (ii) whether the agreement requires creditors to vote in favor of any future reorganization plan or otherwise infringes upon creditors' voting rights, and (iii) whether the agreement disposes of virtually all assets of the estate and leaves little prospect or occasion for future reorganization. *See Cajun Elec. Power Coop.*, 119 F. 3d at 355 (citing *Pension Benefit Guar. Corp. v. Braniff Airways, Inc. (In re Braniff Airways, Inc.)*, 700 F.2d 935, 940 (5th Cir. 1983)) (discussing the factors for determining whether an agreement is a *sub rosa* plan). Here, each of the three factors is met.

40. First, the Settlement Agreement as proposed dictates the terms of the Debtor's plan and the treatment of all claims thereunder before creditors can be provided with a meaningful opportunity to assess the plan. The United States will be given the lion's share of the Debtor's remaining assets in partial payment of its claim (for which it has not yet submitted a proof of claim nor provided any evidence) and will be granted a non-dischargeable super-priority claim for the balance. All that will remain is a maximum of $500,000 to be distributed amongst the Debtor's remaining creditors—including administrative, priority, and general unsecured claimants.

41. Second, the Settlement Agreement explicitly prohibits WPMG from failing to vote in favor of confirmation of the plan or it forfeits any payment on its claims. This clearly requires WPMG to vote in favor of the plan and in any case is a clear infringement of WPMG's voting rights.

42. Third, as noted above, the Settlement Agreement would dispose of all assets of the Debtor save for a maximum of $500,000 to be distributed amongst all creditors other than the United States. Given that, Wound Pros has an administrative expense claim of at least tens of

millions, payment in full of administrative expenses on the effective date is an impossibility. The Settlement Agreement thus serves to force the Debtor down a path to a patently unconfirmable plan and leaves no prospect of future reorganization.

43. The Settlement Agreement thus constitutes an impermissible *sub rosa* plan and should not be approved.

E. Reservation of Rights

44. WPMG reserves its rights to supplement this Opposition and raise additional issues to any additional evidence that the Debtor may submit in connection with the Motion.

CONCLUSION

For the foregoing reasons, WPMG respectfully requests that the Court deny the Motion in its entirety or defer consideration of the Motion to the confirmation hearing on the Debtor's forthcoming plan.

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Dated: October 2, 2026
Houston, Texas

Respectfully submitted,

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Certificate of Service

I certify that on October 2, 2026, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Oliver S. Zeltner
Oliver S. Zeltner