ORDERED in the Southern District of Florida on January 13, 2026.

Corali Lopez-Castro, Judge
United States Bankruptcy Court

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION
www.flsb.uscourts.gov

In re: MBMG HOLDING, LLC, *et al.*,[1] Debtors.	Chapter 11 Cases Case No. 24-20576-CLC (Jointly Administered)

ORDER APPROVING STIPULATION BY AND BETWEEN THE PLAN ADMINISTRATOR, ALLIED WORLD SURPLUS LINES INSURANCE COMPANY AND JOSE HERNANDEZ REGARDING LIMITED MODIFICATION OF THE PLAN INJUNCTION

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[1] The address of the Debtors is 7500 S.W. 8th Street, Ste. 400, Miami, Florida 33144. The last four digits of the Debtors' federal tax identification numbers are: (i) CCMG Wind Down, LLC f/k/a Care Center Medical Group, LLC (9052); (ii) CCN Wind Down, LLC f/k/a Care Center Network, LLC (5784); (iii) CCMC Wind Down, Inc. f/k/a CCMC Physician Holdings, Inc. (4532); (iv) CCP Wind Down, LLC f/k/a Clinical Care Pharmacy, LLC (2103); (v) FFPCC Wind Down, LLC f/k/a Florida Family Primary Care Center, LLC (5005); (vi) FFPCCP Wind Down, LLC f/k/a Florida Family Primary Care Center of Pasco, LLC (8570); (vii) FFPCCO Wind Down, LLC f/k/a Florida Family Primary Care Centers of Orlando, LLC (3086); (viii) FFPCCPN Wind Down, LLC f/k/a Florida Family Primary Care Centers of Pinellas, LLC (7075); (ix) FFPCCT Wind Down, LLC f/k/a Florida Family Primary Care Centers of Tampa, LLC (0631); (x) MBMO Wind Down, LLC f/k/a MB Medical Operations, LLC (8450); (xi) MBMT Wind Down, LLC f/k/a MB Medical Transport, LLC (3476); (xii) MBMG Holding, LLC (3880); (xiii) MBMG Intermediate Holding, LLC (9320); (xiv) RD Wind Down, Inc. f/k/a Miami Beach Medical Centers, Inc. (3933); (xv) MBMC Wind Down, LLC f/k/a Miami Beach Medical Consultants, LLC (2737); and (xvi) MMWC Wind Down, LLC f/k/a Miami Medical & Wellness Center, LLC (2474).

THIS MATTER comes before the Court upon the *Motion to Approve Stipulation By and Between the Plan Administrator, Allied World Surplus Lines Insurance Company, and Jose Hernandez Regarding Limited Modification of the Plan Injunction to Pursue Pending Litigation* [ECF No. 741] (the "Motion")[2] and the *Stipulation By and Between the Plan Administrator, Allied World Surplus Lines Insurance Company, and Jose Hernandez Regarding Limited Modification of the Plan Injunction to Pursue Pending Litigation* (the "Stipulation"), a copy of which is attached hereto as **Exhibit 1**. The Court finds that: (i) it has jurisdiction over the matters raised in the Motion pursuant to 28 U.S.C. §§ 157 and 1334; (ii) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A); (iii) it may enter a final order consistent with Article III of the United States Constitution; (iv) venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and (v) upon review of the Motion and noting the agreement of the parties set forth in the Stipulation, the Court determines that good and sufficient cause exists to approve the Stipulation. Accordingly, it is

ORDERED that

1. The Stipulation is approved in its entirety.

2. The Stipulation and this Order shall be effective and enforceable immediately upon entry hereof.

3. The Plan Injunction is hereby modified as set forth in the Stipulation and shall otherwise remain in full force and effect.

4. Any claims or proofs of claim that the Stipulation Plaintiff has filed, or may file, against the Debtors, their estates, or their successors in their chapter 11 cases, if any, are deemed withdrawn, and may be reflected as such on the official claims register.

[2] Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Motion.

5. The Parties to the Stipulation are authorized to perform any and all obligations as set forth in the Stipulation.

6. This Court shall retain jurisdiction over all matters arising from or related to the implementation or interpretation of this Order and the Stipulation

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(Attorney Roberts is directed to serve this order upon all non-registered users who have yet to appear electronically in this case and file a conforming certificate of service.)

Exhibit 1

Stipulation

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION
www.flsb.uscourts.gov

In re: MBMG HOLDING, LLC, *et al.*,[1] Debtors.	Chapter 11 Cases Case No. 24-20576-CLC (Jointly Administered)

STIPULATION BY AND BETWEEN THE PLAN ADMINISTRATOR, ALLIED WORLD SURPLUS LINES INSURANCE COMPANY AND JOSE HERNANDEZ REGARDING LIMITED MODIFICATION OF THE PLAN INJUNCTION

This stipulation (the "Stipulation") is entered into between Brian Bonaviri, in his capacity as Plan Administrator (the "Plan Administrator") for the estates of the above-captioned debtors and debtors-in-possession (each, a "Debtor" and collectively, the "Debtors"), Allied World Surplus Lines Insurance Company ("Allied"), and Jose Hernandez (the "Stipulation Plaintiff," and together with the Debtors and Allied, collectively, the "Parties"), who stipulate and agree as follows:

WHEREAS, Allied provided professional and general liability insurance coverage to the Debtors pursuant to certain insurance policies and related documents (collectively, the "Allied Policies").

WHEREAS, on July 29, 2024, the Stipulation Plaintiff allegedly suffered injuries relating to

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transportation he received which was allegedly procured by Debtor MB Medical Operations, LLC ("MB Medical Operations") resulting in a claim against MB Medical Operations for such injuries allegedly sustained (the "Stipulation Plaintiff Claim").

WHEREAS, on October 13, 2024 (the "Petition Date"), the Debtors filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (as amended, the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of Florida (the "Bankruptcy Court"), which triggered these bankruptcy proceedings (the "Bankruptcy Proceedings"). The Debtors continue to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

WHEREAS, on March 13, 2025, the Court entered its *Order (I) Approving on a Final Basis the First Amended Disclosure Statement, and (II) Confirming the Second Joint Chapter 11 Plan for MBMG Holding, LLC and its Debtor Affiliates* [ECF No. 499] (the "Confirmation Order"), which confirmed the Debtors' *Second Amended Joint Chapter 11 Plan for MBMG Holding, LLC and its Debtor Affiliates* [ECF No. 443] (the "Plan"). The Plan went effective on April 4, 2025 [ECF No. 528], and the Confirmation Order is final and non-appealable.

WHEREAS, Article XI.L of the Plan contains an injunction (the "Plan Injunction") which provides that:

> On and after the Effective Date through and until the date upon which all remaining tangible and intangible property vested in the Winddown Estates has been liquidated and distributed to creditors or otherwise in accordance with the terms of the Plan, the Confirmation Order and the Plan Administrator Agreement, and the Plan and the Winddown Estates have been fully administered, subject to further extension or reduction by motion on notice, with all parties' rights with respect to such extension or reduction reserved, all Persons and Entities other than the Winddown Estates and the Plan Administrator are permanently enjoined from commencing or continuing in any manner any action or proceeding (whether directly, indirectly, derivatively or otherwise) on account of or respecting any claim, debt, right, or Cause of Action of the Debtors for which a Debtor retains sole and exclusive authority to pursue in accordance with the Plan.
>
> Except as provided herein, on and after the Effective Date through and until

> the date upon which all remaining tangible and intangible property vested in the Winddown Estates has been liquidated and distributed to creditors or otherwise in accordance with the terms of the Plan, the Confirmation Order and the Plan Administrator Agreement, and the Plan and the Winddown Estates have been fully administered, subject to further extension or reduction by motion on notice, with all parties' rights with respect to such extension or reduction reserved, all Persons and Entities shall be enjoined from commencing or continuing any judicial or administrative proceeding, employing any process, or taking any action whatsoever against the Debtors, the Estates, the Winddown Estates, or the Plan Administrator that interferes with the consummation and implementation of the Plan, including the transfers, payments and distributions to be made in accordance with the Plan. For the avoidance of doubt nothing in this Article XI.L shall act as a release of any claims or Causes of Action; *provided*, *however*, the Bankruptcy Court shall retain the authority, after notice and hearing, to lift the injunction set forth in this Article XI.L (to the extent necessary) upon request from any Person who holds a claim or Cause of Action not released, waived or otherwise satisfied under the Plan.

Plan, Art. XI.L.

WHEREAS, on July 25, 2025, the Stipulation Plaintiff filed an action in 11th Judicial Circuit in and for Miami-Dade County, Florida captioned *Jose Hernandez v. Lyft Inc., Maanaan Sabir, MB Medical Operations, LLC, Preferred Care Partners, Inc.*, asserting four counts, one of which is the Stipulation Plaintiff Claim against MB Medical Operations (the "Lawsuit").

WHEREAS, the Parties wish to stipulate to limited modification of the Plan Injunction and have agreed to allow the Stipulation Plaintiff to (a) continue the Lawsuit relating to the Stipulation Plaintiff Claim against MB Medical Operations as a nominal defendant only, and any non-debtor defendants and (b) execute, levy, and collect upon any judgment rendered against MB Medical Operations in the Lawsuit; *provided*, however, that any such judgment shall be executed, levied, and collected solely against and from non-debtor defendants, non-debtor sources, indemnification obligations of non-debtors, insurance carriers, or proceeds of applicable insurance policies of the Debtors, if any, and not from the Debtors, their estates, their successors, or their property. The Stipulation Plaintiff acknowledges that the Plan Administrator and the Debtors have not made any representations or warranties as to the likelihood or possibility of recovery from any non-debtor defendants, non-debtor sources, indemnification obligations, insurance carriers, or applicable insurance policies on account of any claims against the Debtors.

WHEREAS, for the avoidance of doubt, the Stipulation Plaintiff has agreed to disclaim any recovery against the Debtors' estates on account of any claims against the Debtors as a condition to receiving limited modification of the Plan Injunction to pursue the Lawsuit.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED as follows:

1. The foregoing recitals are hereby incorporated by reference into this Stipulation with the same force and effect as if set forth fully hereinafter.

2. This Stipulation shall not become effective unless and until it is approved in an order entered by the Bankruptcy Court. Upon entry of an order from the Bankruptcy Court approving this Stipulation, the terms and conditions of this Stipulation shall be immediately effective and enforceable (the "Effective Date").

3. On the Effective Date, the Plan Injunction shall be modified solely to permit the Stipulation Plaintiff to (a) continue the Lawsuit against MB Medical Operations to final judgment or disposition as to MB Medical Operations as a nominal defendant only, and any non-debtor defendants (for avoidance of doubt, the Plan Injunction shall be deemed modified retroactively such that the Lawsuit shall not be deemed in violation of the Plan Injunction for having been filed after the effective date of the Plan), and (b) to execute, levy, and collect upon any judgment rendered against MB Medical Operations in the Lawsuit from non-debtor defendants, non-debtor sources, indemnification obligations of non-debtors, insurance carriers, and the proceeds of applicable insurance policies only, and not from the Debtors, their estates, or their successors.

4. For the avoidance of doubt, the Lawsuit shall, in the absence of any modification of this Stipulation which must be in writing and approved by the Bankruptcy Court, only be permitted to proceed against MB Medical Operations and any non-debtor defendant(s), and the Plan Injunction shall only be modified, to the extent that the Plan Administrator and the Debtors are not required to

make further appearances in, defend, or otherwise incur any costs whatsoever in connection with the Lawsuit. For the further avoidance of doubt, (a) except for proceeds of the Debtors' insurance policies, none of the Debtors' estates or property shall be available to satisfy any amounts due to or liabilities incurred by any Party in connection with the Lawsuit, including defense costs and attorneys' fees and expenses that may be incurred with respect to the Lawsuit and/or any amounts due pursuant to a verdict, judgment, or settlement agreement in connection with any claims, including claims for equitable relief, related to the Lawsuit, and (b) the Plan Injunction shall remain in full force and effect to the extent that the Stipulation Plaintiff seeks to recover from the Debtors' estates or property any amounts due to or liabilities incurred by any Party in connection with the Lawsuit. The Plan Injunction does not prohibit Allied from advancing any defense costs and any other indemnity obligations under the terms of any insurance policy, if applicable, and Allied is permitted, but not required, to make such payments without further order of the Court.

5. Except for the limited purpose set forth in the preceding paragraphs 3 and 4, the Plan Injunction shall otherwise remain in full force and effect.

6. The Debtors do not stipulate, agree, represent, or warrant that they are liable for or will fund any amounts in connection with the Lawsuit or that any funds will be available to satisfy any such obligations. Payment on account of claims and/or damages alleged and/or asserted in the Lawsuit are subject to applicable state law and to the terms, conditions, exclusions, and limitations contained in any indemnification agreements or insurance policies, as applicable, and the provisions of the Bankruptcy Code to the extent applicable.

7. The Stipulation Plaintiff agrees and acknowledges that (a) any recovery arising from the Lawsuit (whether by mediation, arbitration, trial, or otherwise) with respect to the Debtors, the Debtors' estates, or their successors (including the Plan Administrator) on account of any claims against the Debtors is limited to funds made available from non-debtor defendants, non-debtor

sources, indemnification obligations, insurance carriers, and insurance policies, each as applicable, and not from the Debtors, the Debtors' estates, or their successors, including any distribution under a the Plan, and (b) to the extent that any indemnification obligations, non-debtor sources, insurance carriers, insurance policies, or any amounts due from any non-debtor defendant do not satisfy a judgment, settlement, or other disposition with respect to the Lawsuit, for any reason, the Debtors, their estates, or their successors shall neither satisfy nor be liable for any such unsatisfied portion, which might otherwise be considered a general unsecured claim in the Bankruptcy Proceedings, and the Stipulation Plaintiff shall not seek to collect on any such unsatisfied portion from the Debtors, their estates, or their successors, including by seeking any distribution under the Plan.

8. The Stipulation Plaintiff further agrees that any other claims or proofs of claim that the Stipulation Plaintiff has filed, or may file, in connection with the Lawsuit against the Debtors, their estates, or their successors in their chapter 11 cases, if any, are, by the entry of this Stipulation, deemed withdrawn. The Stipulation Plaintiff agrees that he shall not seek to recover from the Debtors, their estates, their successors, and/or their property for any and all claims, debts, demands, actions, causes of actions, suits, controversies, proceedings, accounts, covenants, agreements, promises, judgments, executions, damages, attorney fees, costs, including out-of-pocket expenses, court costs, expert witness fees, etc., and any other liabilities of any nature whatsoever, whether sounding in contract, tort or otherwise, whether matured or unmatured, accrued or unaccrued, liquidated or unliquidated, absolute or contingent, known or unknown, whether now existing or that might arise hereafter, including, for the avoidance of doubt, the claims that the Stipulation Plaintiff has asserted or could have asserted against the Debtors, their estates, their successors, and/or their property. These agreed upon terms may be reflected as such on the Bankruptcy Court's official claims register. Nothing in this Stipulation shall prohibit the Stipulation Plaintiff from amending its complaint in the Lawsuit if it determines that MB Medical Operations is not the correct Debtor defendant, and a

different Debtor is the correct Debtor defendant. In the event the Stipulation Plaintiff seeks to amend its complaint to name a different Debtor, such Debtor shall be a nominal defendant only and the Stipulation Plaintiff shall only execute, levy, and collect upon any judgment rendered against a Debtor defendant in the Lawsuit from non-debtor defendants, non-debtor sources, indemnification obligations of non-debtors, insurance carriers, and the proceeds of applicable insurance policies only, and not from the Debtors, their estates, or their successors.

9. Allied shall not assert any claim against the Debtors' estates for any costs or any other amounts incurred by Allied with respect to the Lawsuit. All of Allied's rights and defenses to the claims of the Stipulation Plaintiff under the Allied Policies or applicable law, including, without limitation, coverage defenses, are expressly reserved and not affected by this Stipulation.

10. By entering into this Stipulation, none of the Parties are waiving nor will be deemed to have waived any available claims or defenses, including at law, equity, or otherwise with respect to the Lawsuit, except as otherwise expressly provided in this Stipulation.

11. Nothing in this Stipulation shall be construed as any Party waiving any right to seek or recover costs, damages, and attorneys' fees and expenses in connection with the Lawsuit on account of any claims against the Debtors from a non-debtor source, insurance carriers, or insurance policies, if applicable. For the avoidance of doubt and for the sake of clarity, this Stipulation shall not be construed or argued to prevent the Stipulation Plaintiff from enforcing and collecting the full amount of any judgment and award against the Debtors arising out of the Lawsuit on account of any claims against the Debtors from non-debtor defendants, indemnification obligations, any non-debtor source, insurance carriers and/or insurance policies, each as applicable.

12. Neither this Stipulation nor any negotiations or writings made in connection with this Stipulation will, in any way, be construed as or deemed to be evidence of or an admission on behalf of any Party regarding any claim or right that such Party may have against the other Party.

13. Nothing in this Stipulation: (a) alters, modifies, or otherwise amends the terms and conditions of, or the coverage provided by, any insurance policies (including the Allied Policies) issued at any time to any of the Debtors, their affiliates or predecessors of any of the foregoing or of any agreements related thereto (collectively, the "Insurance Contracts"); (b) alters or modifies the duty, if any, that any applicable insurer (including Allied) or third party administrator (each, an "Insurer") has to pay claims covered by any allegedly applicable Insurance Contract; or (c) precludes or limits the rights of any Insurer to contest and/or litigate the existence, primacy and/or scope of available coverage under any allegedly applicable Insurance Contract and of the Stipulation Plaintiff to litigate same. For the avoidance of doubt, the Debtors make no representations or warranties as to the availability, extent, or coverage of any allegedly applicable Insurance Contracts, or the likelihood or possibility of the Stipulation Plaintiff's recovery from any Insurers on account of any claims against the Debtors under any allegedly applicable Insurance Contract.

14. For avoidance of doubt, the entry into this Stipulation by the Stipulation Plaintiff shall not be deemed to be an accession by the Stipulation Plaintiff to the terms of the agreements between the Plan Administrator and Allied embodied herein, each of which negotiated the terms of same on their own behalf. The Stipulation Plaintiff reserves and preserves all rights with respect to its claims against Allied.

15. Each of the Parties hereto represents and warrants it is duly authorized to enter into and be bound by this Stipulation and that its representatives are authorized to execute this Stipulation on their behalf.

16. The modification of the Plan Injunction set forth herein shall have no effect as to parties that are not a Party to this Stipulation.

17. This Stipulation may be executed in multiple counterparts, any of which may be transmitted by facsimile or electronic mail, and each of which will be deemed an original, but all of which together will constitute one instrument.

18. The Bankruptcy Court retains jurisdiction to resolve any dispute arising from or related to the interpretation or enforcement of this Stipulation.

[Signature Page follows]

Stipulated and Agreed By:

Dated: January 6, 2026

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