UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF LOUISIANA

IN RE: Susan Maria Raborn **Case No.15-10938**
Debtor

DEBTOR'S DISCLOSURE STATEMENT

August 29, 2016

THIS IS NOT A SOLICITATION OF ACCEPTANCE OR REJECTION OF THE CHAPTER 11 PLAN. ACCEPTANCES OR REJECTIONS MAY NOT BE SOLICITED UNTIL A DISCLOSURE STATEMENT HAS BEEN APPROVED BY THE BANKRUPTCY COURT. THIS DISCLOSURE STATEMENT IS BEING SUBMITTED FOR APPROVAL BUT HAS NOT YET BEEN APPROVED BY THE BANKRUPTCY COURT. THERE WILL BE A HEARING ON THIS DISCLOSURE STATEMENT TO DETERMINE IF IT PROVIDES ADEQUATE INFORMATION. IF THE DISCLOSURE STATEMENT IS APPROVED BY THE BANKRUPTCY COURT, THERE WILL BE A SUBSEQUENT HEARING TO CONSIDER CONFIRMATION OF THE PLAN. ALL CREDITORS AND EQUITY INTEREST HOLDERS WILL BE NOTIFIED OF THE DATE OF SUCH CONFIRMATION HEARING. THIS DISCLOSURE STATEMENT HAS NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION NOR HAS THE SECURITIES AND EXCHANGE COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THE STATEMENTS CONTAINED HEREIN.

1. NARRATIVE:

A. Debtor received an email from James Muller in March 2012 stating she would not be receiving dividends related to her interests in three Medicaid pediatric clinics and a management company because (referring to billing and reimbursements for each clinic Kid Med North, Inc./H2R2, Inc., Kid Med South, Inc., Kid Med East, LLC) "East went live," "North and South are going live April 1," "overhead on a normal month being $170,000" and "this has created a cash flow crunch." And holding payments to shareholders would prevent "having to sign a loan to keep us solvent."

B. Concerned about the solvency issue and the diminution of income over the past years, Debtor asked to see the books and records. Debtor was in second year of law school at 51 years of age. The response from James Muller and the CPA, Greg Brown, was vicious.

C. Debtor received a letter from James Muller stating that only the previous year's general ledger, profit and loss statement, balance sheet, and check register would be available.

D. Debtor's elderly father, who lived five minutes from Debtor and her daughter, came over frantic stating that James Muller and Greg Brown had threatened both the father and Debtor should she continue pursuing looking at the books and records. He stated Greg Brown threatened to quit should Debtor look at the books and records.

E. In April 2012 Debtor went to the office of Greg Brown, CPA for the companies and was given only two hours, a ledger, tax return, check register, and profit and loss statement for the last year. She was told there was no stock register, that there were no corporate documents, there were no contracts, and no Debtor's ownership. Debtor tape recorded the meeting.

F. Concerned about what little she did see, and the fact that most everything was contrary to what she had been told by her father, Debtor requested a meeting with her two sisters, never having held any formal corporate meetings, or any meetings for that matter, as the companies were close family sub S corporations.

G. At the meeting the sisters, Karen Rogers and Betsy Muller showed up with James Muller, Greg Brown, and attorney Robert Angelle who stated he had just met the Mullers. He had not as Debtor discovered companies going back to 2004 with James Muller and Robert Angelle's name on documents.

H. Debtor was told at the meeting that she would find out just who was and wasn't part of the family. Debtor was told by James Muller she would have nothing left but the hair on her head. All questions and concerns about what she had seen in the books were ignored or flatly denied by Greg Brown, not knowing Debtor had the tape of him saying to the contrary. Debtor's nephew, Ian Rogers, stated that all that would soon transpire was because "you questioned Jimmy Muller about the books."

I. Debtor's father came to Debtor's home frantically telling Debtor and her 18-year-old daughter (now attending medical school) that "they" told him Debtor was suing him for Medicaid fraud, that "they" said Debtor said he was divorcing his wife of nearly 60 years, and that "they" told him he would never see or speak to Debtor and her daughter ever again. Debtor and her daughter were shocked at what he was saying and tried to calm him down. Karen Rogers then came to the Debtor's door and took the elderly father stating they would never see him or Mrs. Raborn ever again.

J. Debtor discovered that Karen Rogers had been in meetings with elderly Robert Raborn, a retired attorney, who suffers himself from dementia and who plagued his elderly brother Dr. Charles Raborn with schemes resulting in financial loss for the elderly Charles.

K. Debtor then over the course of several months tried contacting her parents who did not answer, all locks were changed on the door, neighbors and relatives had no clue where they were, stated they were scared of what was being done to Debtor and her father.

L. Dr. Raborn called his granddaughter and told her "they" said he would never see her or talk to her again and the phone hung up immediately. Dr. Raborn and his granddaughter had swam every day for many years and were very close.

M. In July 2012, Debtor received an email from her father and responded upset about the lies she had discovered in the books and records and the horrible things his brother, elderly and demented Robert Raborn, avowed KKK member, and hater of Christians, had done to her father over the years. Dr. Raborn had not spoken to his brother for several months after finding out he had swindled him yet again.

N. In September 2012, and after taking her daughter to college without the ability to say goodbye to her grandparents as they would not answer calls or return calls and could not be found anywhere, Debtor was served a TRO with false allegations concerning her parents.

O. In later depositions and at trial, Charles Raborn stated that his daughters Betsy Muller and Karen Rogers, and James Muller coerced the elderly Charles Raborn to get Debtor's stock back so he could "give it to Betsy and Jimmy for their retirement." They did this by isolating Debtor and her daughter, so that they could move forward with a plan to take the companies away from Debtor. In testimony Dr. Raborn stated that he did this so his granddaughter "would not broadcast to her mother" what they were planning to do to her mother, Debtor.

P. In November 2012, once she had gotten her parents to isolate Debtor, Betsy Muller back paid two years of default on her promissory note for the Pedicons, Inc. stock.

Q. In November 2012, Betsy Muller went to see Charles Raborn's estate attorney and brought to him a document of ownership belonging to Debtor—a document she never produced under a motion to compel at the later trial.

R. In November 2012, the day after Betsy Muller back paid two years of default, Betsy Muller, James Muller, and Karen Rogers, through attorney Robert Angelle, stated that if

Debtor did not give her company stock back to them her home would be sold Thanksgiving week—a home Debtor had found, had lived in for nearly 16 years at the time, and a home Dr. Raborn had put in his name for tax purposes but that Debtor had paid over $120,000 for on a $150,000 home Debtor had bought from friends.

S. In November 2012, once that did not work, attorney for the elderly Raborns stated that if Debtor did not give her stock back to the elderly Raborns her home would be sold Thanksgiving week.

T. In November 2012, after that did not work, Betsy Muller coerced the elderly Dr. Raborn to sell her the Debtor's "lost promissory note" to her for $100. Betsy Muller paid $100 in hopes of suing Debtor to gain all her stock in Pedicons, Inc. worth well over $200,000.

U. Debtor was not noticed that her "lost promissory note" had been sold. In trial testimony, Debtor's father and Betsy Muller both stated they had no idea how much was owed, how much was paid, nor did they contact Debtor to ask or find out. In fact, Karen Rogers, Betsy Muller and James Muller, as well as the elderly Raborns' attorneys, lied to the elderly Raborns and told them that Debtor had sued her parents, Debtor did not want contact with them, and Debtor had put her daughter in an injunction, and they could not contact Debtor. These lies have continued to be propagated to friends and relatives.

V. In April 2013, the Raborns signed a bogus "consent" agreement stating they wanted no contact with their daughter or granddaughter permanently. Along with this they sued Debtor for contempt on false allegations citing elderly persons in Mrs. Raborn's Sunday School class to name a few, who Debtor did not know and had never met. They cited Debtor's cousin who was furious and made up false allegations about her. In this

document Charles Raborn also sued his daughter Debtor for dissolution of the sale of stock.

W. June 9, 2013 a hearing was held and Betsy Muller and Dr. Raborn, her father, attended. At the hearing Dr. Raborn's attorney stated that Dr. Raborn did not own the Debtor's note, but Betsy Muller had purchased Debtor's note for $100. It was continued.

X. In August 2013 a hearing took place on the contempt and the dissolution of the sale of stock. This was stayed as there was an appeal on the injunction.

Y. In September 2013, a few weeks later, Dr. Raborn filed a third suit against his daughter to dissolve the stock sale and filed it in another court.

Z. In October 2013, Debtor received a letter from Betsy Muller that her income and health insurance were terminated immediately.

AA. In the suit to dissolve Debtor's sale of stock, the same kind of suit previously filed in the other court, Debtor won on no right of action as Dr. Raborn did not own the promissory note. He had sold it to his daughter Betsy for $100 in November 2012. The suit was dismissed with prejudice and a judgment signed that it was dismissed for no right of action.

BB. Several days later, another judgment was signed. And a contrary judgment was also signed by Dr. Raborn's counsel.

CC. Not to be outdone, Dr. Raborn's attorneys then stated they had miraculously found the "lost note transfer" and Betsy Muller allegedly had sold Debtor's note back to her father for $100 on June 9, 2013 right before a hearing where she and Charles Raborn sat mute when the attorney stated in court before the judge that Betsy Muller owned the note, not her father. Debtor believes there was no such sale on June 9 and indeed when the suit was

filed to dissolve, Dr. Raborn did not own the note. At trial, Betsy Muller was compelled to produce the computer metadata of the June 9, 2013 transfer of lost note document. She refused and to this day has not produced this evidence that would no doubt show she never sold it back to her father before the dissolution suit was filed.

DD. Judge Wilson Fields allowed Dr. Raborn's attorneys to go ahead with a trial on the dissolution of Debtor's stock sale.

EE. Previous to this, Dr. Raborn had been hospitalized for confusion and his neurologist's deposition states all his medications cause confusion, hallucinations, and he has mental impairment made worse by stress which includes court proceedings.

FF. November 2014 Betsy Muller, Karen Rogers get their elderly parents to put all their assets in a living trust with themselves as sole beneficiaries including Debtor's home.

GG. Trial was to be in December 2014. Again, Dr. Raborn was hospitalized for confusion.

HH. In April 2015 trial began. Before trial Dr. Raborn asked Debtor why she was suing him and asked to work things out. Debtor explained to her father that he was suing her and she wanted to work things out but his attorneys refused. Betsy Muller and the attorneys screamed at Dr. Raborn to get away and pulled him away from Debtor. In the court room, again, Dr. Raborn walked over to Debtor and pleaded for her not to sue him and asked to work things out. Debtor, had affidavits from friends and family members that Dr. Raborn did not know names, was impaired, and was acting contrary to anything he would say or do. Debtor's attorney went to speak with Judge Fields and Dr. Raborn's attorneys telling him of the confused state of Dr. Raborn. Judge Fields ordered the trial to go forward, refusing to allow the neurologist's depositions or Dr. Raborn's medical records into the trial.

II. Debtor showed proof of payment on her note including checks and an email from Dr. Raborn to all his daughters concerning not paying him but instead doing something for the the grandkids. In Debtor's case, Dr. Raborn admitted he told Debtor to place payment into the START savings college account he had opened for Debtor's daughter.

JJ. Dr. Raborn's attorneys refused to allow into evidence another check for payment of $3173.36, the exact amount of other payments on the promissory note, found by Whitney Bank in their archives a week before the trial. After stating that they would allow the check in, and stated so in chambers, during trial they refused and objected to allowing one check of Debtor's into evidence.

KK. The jury was only asked if the sale should be dissolved. They were not asked if Debtor had paid, if so how much, if so was it substantial. Dr. Raborn's attorneys argued that Dr. Raborn was old and needed his stock back so he could have his family back. They argued that one check of Debtor's for the exact amount of the other checks, $3173.36, did not have "Pedicons" written on the memo line and should not be counted.

LL. After trial, Debtor timely filed a motion for new trial and a judgment notwithstanding the verdict. Under Louisiana law, these timely filed motions substantively change a jury verdict such that there is no valid judgment until after the motions are heard.

MM. The Pedicons, Inc. stock is not transferred to Charles Raborn by a jury verdict, nor can it be transferred as the Articles of Incorporation of Pedicons, Inc. transfer clause forbids, nulls and voids any such transfer to any person or entity including seized judicially.

NN. After the motions were filed, Debtor met with bankruptcy attorneys at counsel's advice. Debtor had become insolvent over the last years paying for law school loans, bar exam,

bar exam study course, and her daughter's college expenses and tuition and loans as she now was trying to survive.

OO. Debtor went to file bankruptcy August 10, 2015 and the clerk's office attendant informed her she could not file chapter 11 in proper person and refused to allow her to file.

PP. Debtor learned that an attorney had told the clerk attendant that Debtor was not allowed to file chapter 11 in proper person even though the previous weeks another Debtor had filed chapter 11 in proper person.

QQ. Debtor returned to the bankruptcy court and demanded she be allowed to file her chapter 11 bankruptcy in proper person. Debtor was then allowed to file before the hearing on the state court motions on August 10, 2015.

1. Summary of Plan:

THE DESCRIPTION OF THE PLAN SET FORTH BELOW CONSTITUTES A SUMMARY ONLY. HOLDERS OF CLAIMS AND INTERESTS AND OTHER PARTIES IN INTEREST ARE URGED TO REVIEW AND ANALYZE THE PLAN IN ITS ENTIRETY.

The basic Plan is for the Debtor to satisfy creditors pursuant to the provisions set forth in the Plan by payment to Creditors from Debtor's escrowed funds as well as continued dividends/distributions from interests of Debtor in Pedicons, Inc. and the three Medicaid clinics. The Plan also includes several other options. First, to determine how much Charles Raborn believes he is owed on a private promissory note between him and Debtor, to cure any alleged default, to declare any transfer of stock null and void per the Articles of Incorporation of Pedicons, Inc., to demand buyout under a minority oppression suit under Louisiana Title 12. Presently, there is an order that there is no enforcement of a judgment to dissolve a sale of Pedicons, Inc. stock, however, Debtor also has the option of filing avoidance actions.

Debtor will file an adversary proceeding against all parties and attorneys involved in the stipulation during the trial in state court (624,303 19th Judicial District Court), then, after an evidentiary hearing complete with certified copy of transcript of stipulation on the record, move for an order for immediate turnover of the funds in escrow.

Debtor will continue state court proceedings in the dissolution suit at the hearing on the motion for new trial and jnov, and pursue any appeals. During that time Debtor has the right to cure any alleged default, and/or revoke under the Articles. Debtor will file any necessary fraudulent conveyance action or preference action as determined based on the results of the outcome of the state court litigation in the dissolution of sale suit. Debtor will pursue the minority shareholder action under Louisiana Title 12 under Bankruptcy court jurisdiction. Debtor will reserve the right to pursue state and/or bankruptcy court action for fraudulent conveyance of Debtor's home prior to bankruptcy. Debtor reserves the right to bring any and all actions in connection with fraud, ill practice, undue influence, coercion, or any other offences against Dr. and Mrs. Raborn causing damages to the Debtor. The Debtor reserves the right to bring any such actions in state court and/or Bankruptcy court. Legal malpractice claims that Debtor is aware of or may become aware of will be pursued in state court and/or Bankruptcy court. The Debtor will distribute funds from recovery of these actions in the same manner as dividends are distributed in the Plan until creditors are paid, reserving the right to amend, modify, supplement or withdraw the Plan as already stated above.

2. TREATMENT OF CLAIMS AND INTERESTS:

The Plan contemplates payment of all Allowed Claims against the Debtor based upon the dividends in escrow belonging to Debtor and the ownership of Pedicons, Inc. stock through the above mentioned means of ownership resulting in dividend payments to Creditors more than

sufficient to pay all Creditors in full as allowed. Debtor, as a holder of interests in three Medicaid clinics and Pedicons, Inc., a management company, will receive dividends/distributions to pay Creditors.

CLAIMS UNDER THE PLAN:

A. Unclassified and Allowed Priority Tax Claims – IRS and La. Dept. of Rev.

($52,737.58)

   a. Unimpaired. Not entitled to vote.

   b. Debtor pays allowed claims in full from escrow funds. If escrow funds are not obtained, Debtor amends tax return and Claims are not owed.

B. Unclassified and Allowed Administrative Expense Claims.

   a. Unimpaired. Not entitled to vote.

   b. Debtor pays allowed claims in full from escrow funds.

C. Unsecured Creditors.

($325,610.06)

   a. Unimpaired. Not entitled to vote.

   b. Debtor pays Claims in full as allowed per rata from escrow funds as well as distributions from interest income in stock.

The Claim amounts are those in the record as of August 13, 2016. A listing of Claims or any amounts with respect thereto above or elsewhere in this Disclosure Statement shall not constitute or be deemed to constitute allowance of such Claims and all such Claims and amounts are subject and will remain subject to challenge and objection by the Debtor and the Reorganized Debtor prior to voting on the Plan and at any time thereafter as provided in the Plan.

3. **ASSETS:**

A. Stock interests in four close family held sub S corporations:

COMPANY	STOCK OWNERSHIP	ESTIMATED VALUE
Kid Med North, Inc./H2R2, Inc.	24.5%	$400,000
Kid Med South, Inc.	24.5%	$400,000
Kid Med East, LLC	25%	$420,000
Pedicons, Inc.	24.5%	$700,000 (unknown because of transfers of money in and out and Debtor not allowed to follow trail)

The Debtor is owner of the above referenced interests of the above entities. As owner of each separate and distinct entity, the Debtor has been thwarted in discovery of the estimation of the value of the respected stock of Kid Med North, Inc., Kid Med South, Inc., Kid Med East, LLC, Medicaid pediatric clinics and of Pedicons, Inc. Each of the clinic entities owns a valuable license to operate as a licensed health care facility as well as other valuable intangibles. As of the 2016 legislative session, pediatric licenses are no longer available. Therefore, the existing licenses are quite valuable. At least as of 2014 the gross billing of Medicaid patients for the clinics was in excess of $3,500,000.

Kid Med North, Inc., Kid Med South, Inc., and Kid Med East, LLC render patient services and file online billing with Bayou Medical. Pedicons, Inc. simply collects the Medicaid reimbursements for patients and deposits funds in a comingled account in the name of Pedicons, Inc. at Regions Bank. Checks are issued on that account. Pedicons, Inc. holds no licenses, is not operational and is not physician owned, and to Debtor's knowledge is not a medical biller because billing is done through each clinic independently. Dividends paid by Pedicons, Inc.

represent interests in profits generated by Kid Med North, Inc., Kid Med South, Inc., and distributions by Kid Med East, LLC. Because the funds are comingled by Pedicons, Inc., outside of Debtor's control, it is impossible to attribute which clinic generates a particular profit when Pedicons, Inc. issues a dividend. Pedicons, Inc. dividends are issued on an arbitrary basis and fail to comply with sound accounting practices. The comingling of funds, in violation of Medicaid rules of reimbursements, was a concern of Debtor as is the finagling of reassignments and reimbursement proceeds. However, the stock interests would exceed $700,000. There is more than enough income for Debtor's Plan to have cash flow and be properly funded.

B. Debtor's stock interest in Raborn Law, LLC, White Dove Mediation, LLC, and Susan Raborn Real Estate, LLC are new businesses and would not be the source of funding for the Plan.

C. Debtor's USAA small stock ownerships value of $4,084.00 August 12, 2016.

D. Debtor's exempt Roth IRA for Layne Raborn $2,894.60.

E. Debtor's exempt UTMA belonging to Layne Raborn $1,079.45.

F. Debtor's IRA rollover $1,704.44 exempt.

G. Debtor's mutual fund $380.60.

H. Whitney Bank account belong to Layne Raborn and one checking kept open by court for discovery and evidence in ongoing litigation proceedings (exempt).

I. Debtor's car is an asset, 2010 Lexus RX350, and is exempt. It is her sole means of transportation for work as a real estate agent, attorney, mediator.

J. Debtor's daughter's car is exempt. Honda CRV 2010. Daughter was a minor when it was purchased so purchased in Debtor's name. It was paid for by daughter's father and daughter. Daughter was given title upon college graduation December 2015.

K. HSA Account - $751.00

L. Household goods, furnishings, and clothing – Exempt

M. Stock in Raborn Law, LLC, White Dove Mediation, LLC, Susan Raborn Real Estate, LLC.

N. The following contingent Claims must be disclosed under Bankruptcy Code section 1123(b)(3)(B). Debtor-in-possession has a duty to disclose the suits and to file those appropriate to the best interest of the Debtor's estate, creditors, and Debtor. Notwithstanding prior criticism by non parties in interest adopted by the Court, and regardless of Debtor's possible personal feelings contrary to Debtor's duty, the following suits are disclosed:

   a. Cause of action against Evan Howell, attorney for Debtor's two sisters, Betsy Muller and Karen Rogers, and brother-in-law, James Muller, for failure to disclose his very, very close relationship with Judge Douglas Dodd.

   b. Cause of action against Evan Howell for failure to disclose his close relationship with Judge Elizabeth Magner, who acted as a mediator, and that they were co-defendants in a legal malpractice suit and had worked together extensively.

   c. Cause of action against mediator Judge Elizabeth Magner for failing to disclose information as to her relationship with attorney Evan Howell.

   d. Cause of action against Judge Elizabeth Magner as mediator, acting outside the bounds that exceed reasonable mediation, in specifically threatening Debtor that if she did not comply with a unilateral demand presented to her the following consequences would occur: 1) "they" would prevent Debtor's daughter from getting into medical school or, 2) if Debtor's daughter got in "they" could get her

thrown out, 3) that what was happening to Debtor over the course of years of litigation was a "mafia hit" and Debtor better comply or things would be worse for her and her daughter even such as would injure Debtor and/or her daughter, 4) that if Debtor did not comply, she would tell Judge Dodd that Debtor refused to mediate, which is a threat of an improper communication with the Court, 5) Debtor would lose her home, 6) Debtor was not to file the mediation terms but Evan Howell was to file them, after which, Evan Howell belatedly filed the mediation terms in the bankruptcy court under the false representations that Debtor had failed and refused to file the mediation terms herself, 7) participated in a sham mediation she condoned and took part in by preventing the process of mediation and by becoming the agent for those driving mediation terms that were violations of the Bankruptcy Code, 8) refused to speak to Debtor regarding questions about vague mediation terms, 9) failure to present a contract to mediate before the mediation began signed by all parties, 10) failure to conduct a legitimate mediation.

e. Cause of action against Betsy Muller, James Muller, Karen Rogers for tortious interference with Debtor's bankruptcy process by maneuvering among Debtor's attorney creditors to control attorneys by the purchase of their exhorbitant claims in full in order to deprive Debtor of all property when the Debtor as well as creditors are to be protected. They contacted attorney Fred Tulley and offered to pay him off in full $245,610.34, Rex Rainach offering to pay him off in full $41,000, and possibly other attorneys while seeking to deprive Debtor of all

property including all profits of Pedicons, Inc., Kid Med North, Inc./H2R2, Inc., Kid Med South, Inc., and Kid Med East, LLC.

f. Cause of action against Betsy Muller, James Muller, Karen Rogers for preventing Debtor's access to courts and potential legal counsel by means of defamation, slander, and threats through attorneys, Robert Angelle, Steve Leblanc, and Evan Howell.

g. Cause of action against Betsy Muller, James Muller, Karen Rogers for any and all commissions against Charles and Adrienne Raborn which caused damage to Debtor (and her parents) including but not limited to extreme and outrageous allegations against Debtor and artifice against Charles and Adrienne Raborn.

h. Cause of action against Charles Schutte for attorney malpractice and conspiracy to commit fraud against Debtor including failure to disclose personal close relationship with Robert Angelle.

i. Cause of action against Betsy Muller, Bob Angelle for intentional interference with a contract of sale of stock, and intentional interference with a contract promissory note and payment.

j. Cause of action of theft of Debtor's promissory note from her home.

k. Cause of action against Greg Brown, CPA, and Sandy Brown, for damages to Debtor for violations of generally accepted accounting practices in connection with Pedicons, Inc., Kid Med North, Inc./H2R2, Inc., Kid Med South, Inc., Kid Med East, LLC, damages to Debtor resulting from interference with contracts, fraud, ill practice, loss of consortium between Debtor and her parents, undue

influence, coercion of Debtor's elderly parents, and concealment and any other claims discovered.

l. Cause of action against Karl Koch for any malpractice.

m. Cause of action against Fred Tulley, Jonathan Moore, N'Shira Millender for any malpractice.

n. Cause of action against Jeff Carrier for any malpractice.

o. Cause of action against Charles Raborn for breach of contract, fraudulent conveyance/avoidance action of Pedicons, Inc. stock.

p. Cause of action against Adrienne and Charles Raborn for fraudulent conveyance and breach of contract regarding Debtor's home at 1323 Chippenham Dr., Baton Rouge, LA 70808 transfer to Charles and Adrienne Raborn Living Trust.

q. Cause of action against Betsy Muller, James Muller, Karen Rogers for conspiring to breach contract, and fraud, undue influence, coercion regarding Debtor's home at 1323 Chippenham Dr., Baton Rouge, LA 70808.

r. Cause of action against Betsy Muller, James Muller, Karen Rogers, Robert Raborn, Robert Angelle, Steve Leblanc, Charles Schutte for tortious conspiracy and fraud to alienate Debtor and her elderly parents to gain Debtor's companies and loss of consortium.

s. Cause of action – Derivative Suit against Pedicons, Inc., Kid Med North, Inc./H2R2, Inc., Kid Med South, Inc., Kid Med East, LLC.

t. Cause of action – Direct Action against Betsy Muller, Karen Rogers, James Muller and their actions to deprive Debtor of income.

u. Cause of action – minority shareholder oppression against Betsy Muller, James Muller, Karen Rogers, and Pedicons, Inc., Kid Med North, Inc./H2R2, Kid Med South, Inc., Kid Med East, LLC.

v. Cause of action against Evan Howell and Robert Angelle for violating debtor's U.S. Constitutional substantive and procedural due process rights and interference and meddling in Debtor's chapter 11 bankruptcy case.

w. Cause of action against Evan Howell, Karen Rogers, Betsy Muller, James Muller, and any other parties that participated, for defamation and slander of Debtor and threats to Debtor through U.S. Mail in letters written to Debtor's pastors, a biblical counselor chosen during mediation, and any other such persons and companies in receipt of the letter.

x. Cause of action against Carlton Jones, Charles Raborn for stay violation for calling a status conference in state court proceeding *Charles Raborn v. Susan Raborn,* 624,303 during the time period no such furtherance and actions were to be taken.

y. Cause of action against Steve Leblanc for collusion, defamation, and slander of Debtor and commissions against Charles and Adrienne Raborn.

z. Cause of action against Karen Rogers for defamation and slander and conspiracy and intentional interference with a contract.

aa. Cause of action against Betsy Muller for defamation and slander and conspiracy and intentional interference with a contract.

bb. Cause of action against James Muller for defamation and slander and conspiracy and intentional interference with a contract.

cc. Cause of action against any and all parties who have in the past and are currently participating in the concealment of the lack of capacity of Charles Raborn.

dd. Cause of action against Betsy Muller, Karen Rogers, James Muller, for abuse of process in orchestrating schemes and conspiracies to deprive Debtor of Pedicons, Inc., Kid Med South, Inc., Kid Med East, LLC, Kid Med North, Inc./H2R2, Inc., through various means including coercion of elderly parents to sue Debtor, threats to Debtor, sham mediations, improper interference in Debtor's bankruptcy chapter 11.

ee. Cause of action to challenge capacity of Charles Raborn and Adrienne Raborn to void all known and unknown transactions made, lawsuits filed, judgments entered into during incapacity.

ff. Cause of action against Louisiana State Department of Health and Hospitals and individual agents for participating in concealment of lack of capacity of Charles Raborn and negligence by the state in failing to verify Debtor's complaints with friends and relatives living in Baton Rouge as well as the elderly Raborn's own granddaughter who saw them daily. The suit is including but not limited to actions against Steven Street, Louisiana Inspector General, who personally admitted a close long time friendship and church association with Larry Roedell, Carlton Jones, and Kent Parsons—Roedell Parsons, attorneys for creditor Charles Raborn.

O. Executory Contracts and leases: Act of sale of Pedicons, Inc., any and all acts of transfers of

interests in Kid Med North, Inc./H2R2, Inc., Kid Med South, Inc. Kid Med East, LLC, any Articles of Incorporation of any of these entities or any other entities where Debtor holds

interests, Articles of Organization of entities of which Debtor holds interests, stipulation as stated on the record in state court proceeding 624,303, promissory note between Charles Raborn and Susan Raborn, novated house agreement for home at 1323 Chippenham Dr., Baton Rouge, LA 70808, mediation agreement is assumed and can be enforced by Debtor as to one or all parties.

2. Historic Financial Information:

Please refer to Exhibit 1 – copy of filed monthly statements.

Debtor's profit and loss statements represent income from Debtor's interest in a law practice, mediation practice, and real estate practice. These are growing, but the Plan is funded from Debtor's substantial income from stock ownership in Medicaid clinics Kid Med South, Inc., Kid Med North, Inc./H2R2, Inc., Kid Med East, LLC, and Pedicons, Inc. management company. As referenced above, those amounts are unlawfully comingled and percentage interest dividend is paid by Pedicons, Inc.

3. Feasibility:

The Bankruptcy Code requires that confirmation of a plan is not likely to be followed by liquidation or the need for further financial reorganization unless the liquidation of the debtor is provided for in the plan. It is not likely that the confirmation will be followed by liquidation or the need for further financial reorganization of the Debtor.

The $260,000 or more in an escrow fund, as well as all future dividends due in connection with Debtor's stock interests, shall be dedicated to payment of Creditors and the Bankruptcy estate. The Debtor's maximum total debt exposure, without challenging any claims, is approximately $325,610. At the current rate of dividends, all priority debt will be paid after confirmation of the plan, and after adversary proceedings are pursued and approximately

$150,000 will be distributed immediately to unsecured creditors pro rata from the escrowed funds.

In general, dividends will be made quarterly on a pro rata basis to unsecured creditors until paid in full. The source of the quarterly payments to creditors will be from dividends paid in connection to Debtor's ownership interest in her stock in the three clinics and Pedicons, Inc.

4. Best Interest Test:

There are no impaired Creditors under the Plan. The recovery in the Plan gives the highest and best value to each class of Claims. All Classes will receive distributions under the Plan; thus, no Classes are conclusively presumed to have rejected the Plan. The Debtor requests confirmation of the Plan over the rejection of any Classes. In so doing, the Debtor seeks to establish that the Plan complies with the best interest of creditors test with respect to any such Class or Classes, and satisfy all other legal criteria for confirmation.

As reflected in the discussion above, and as demonstrated in the Liquidation Analysis contained in this Disclosure Statement, the Debtor believes that the Plan provides to each holder of a Claim a value at least equal to the value of the distribution that each holder would receive if the Debtor were liquidated under chapter 7 of the Bankruptcy Code.

5. Liquidation Analysis:

Under the Bankruptcy Code, in order for a plan to be confirmed, each creditor must receive or retain under the Plan a recovery that has a value at least equal to the value of the distribution that such creditor would receive if the Debtor were liquidated under chapter 7 of the Bankruptcy Code.

Pursuant to the Debtor's liquidation analysis, the Debtor believes the recoveries under a chapter 7 liquidation scenario would be significantly lower if anything at all, for a variety of

reasons. First, the substantial source of income are the distributions and dividends comingled by Pedicons, Inc. Under a chapter 7 Plan, the sale of Debtor's primary assets under a compressed timeframe and the distressed nature of a chapter 7 liquidation will most likely result in lower sale values than the Debtor will receive under the terms of the Plan. Second, the conversion of the case to chapter 7 liquidation would necessitate the payment of fees to a chapter 7 Trustee, attorneys, accountants, and other professionals retained for disposition of the assets. These fees directly reduce any recovery otherwise available to Creditors.

Accordingly, each holder of a Claim will receive or retain under the Plan a recovery that has value at least equal to the value of the distribution that such Creditor would receive if the Debtor were liquidated under chapter 7.

Primary assets of the Debtor consist of minority shareholdings in four closely held family corporations. Although a judgment has been signed, which purports to dissolve Debtor's ownership interest in Pedicons, Inc., for purposes of liquidation analysis, the Debtor assumes ownership of Pedicons, Inc. stock.

Valuation and liquidation of minority stock in the closely held corporations is problematic. In the event of a chapter 7, a trustee would be under obligation to liquidate the Debtor's stock. The Articles of Incorporation of Pedicons, Inc. have a transfer clause. No seizure of Debtor's stock can be obtained. Any order is null and void. This further complicates liquidation and shows that the Plan is the highest and best use of assets in reorganization and paying Creditors.

6. **Disclosure of Management:** Susan Raborn
7. **Future Litigation:**

Currently, there is a Bankruptcy order that there is no enforcement of a judgment to dissolve the sale of Pedicons, Inc. stock sold to Debtor in 2006. Under Louisiana Supreme Court case, *Watson v. Feibel,* (La. 1916), Debtor can cure any alleged default even during the appeal

process. Regarding the status of the Debtor's stock in Pedicons, Inc., the pivotal issue will be a determination of whether or not a "transfer" occurred upon the signing of a June 5, 2015 judgment. Under Louisiana law, the Articles of Incorporation of Pedicons, Inc. are valid and enforceable and contain a transfer clause prohibiting any transfer of stock outside the parameters of the Articles.

The state court case is currently on hold for hearing on motion for new trial and judgment notwithstanding the verdict. If this results in any appeal pursued, and Debtor succeeds in reversing the jury verdict, there is no question that the Debtor remains owner of the stock and the plan will be funded by all dividends from the entities.

If an appeal is pursued by any party, and the appeal becomes final, the execution of the judgment has been stayed by the bankruptcy court and the Debtor remains owner of the stock pending execution of the judgment. In this event, attention must be directed to the legal effect of the judgment entered June 5, 2015.

If the judgment of June 5, 2015 constitutes a "transfer" under This circumstance triggers the fraudulent transfer provisions of 11 U.S.C. 548(a)(1)(B), indirectly, of all or a portion of, or encumbers Debtor's ownership of the stock, the judgment of June 5, 2015 constitutes a "transfer" of the Debtor's stock for purposes of a fraudulent transfer. ARTICELS The term "transfer" is broadly defined for purposes of a fraudulent transfer. The transfer need not be perfected or enforceable. In this event, the Debtor would have received less than the reasonably equivalent value of the stock from Dr. Raborn. While the stock was transferred to the Debtor originally in 2006 for a promissory note of $24,500 having paid in full for the stock as stated in the contract of sale, for purposes of a fraudulent transfer, the value of the stock is determined at the time of the fraudulent transfer from the perspective of the loss suffered by creditors. Therefore, if the transfer occurred June 5, 2015, Dr. Raborn would have received stock with an estimated value of $700,000 or greater, for alleged non payment of $3000 on a $24,500 note. This is clearly less than the reasonably equivalent value of the stock. Moreover, there is no question that the Debtor was made insolvent and was insolven at the time. In the event a court determines the June 5, 2015 judgment does not constitute a "transfer," under 101(52), then the Debtor still owns the stock.

An issue also exists as to whether or not the judgment of June 5, 2015 constitutes a "transfer" within the preference action rule. The transfer must be perfected with no appeals

available. If the court determines that the judgment of June 5, 2015 is a perfected transfer, then the Debtor can recover the market value of the stock from Dr. Raborn, an insider. If the court determines a perfected transfer did not occur, then a preference action would fail. However, if no perfected transfer occurred, the Debtor would still own the stock subject to whether the transfer occurred under a fraudulent transfer analysis.

The Plan also proposes the Debtor complete the appellate process until a final judgment is determined. If the Debtor reverses the jury verdict, Debtor owns the stock and distributions will be made under this plan from dividends. If the appeal is unsuccessful, the Debtor shall file an adversary proceeding against Charles Raborn within 45 days of the final judgment challenging the June 5, 2015 judgment as creating a fraudulent transfer seeking revocation of the dissolution of sale for failure of Raborn to provide a reasonably equivalent value to the Debtor. In the alternative, the adversary proceeding shall allege that the June 5, 2015 judgment creates preferential treatment of an insider in demanding that Dr. Raborn return all Pedicons, Inc. stock received in the transfer as a preference.

A sum in excess of $260,000 is presently on deposit in an escrow account representing dividends paid on Debtor's stock ownership in the entities since 2013. During the state court litigation, a stipulation outside of any judgment was signed and agreed to by Dr. Charles Raborn and Debtor, and recognized by the trial court. The Debtor received escrowed funds regardless of any jury verdict. This stipulation constitutes an enforceable contractual agreement whereby the Debtor has the unequivocal right to receive the escrowed funds. These funds should be made immediately available for distribution under this plan to creditors. Within 10 days of confirmation, the Debtor will file an adversary proceeding against all parties and attorneys involved in the stipulation, then, after an evidentiary hearing complete with certified copy of transcript of stipulation on the record, move for an order for immediate turnover of the funds in escrow.

8. Tax Attributes:

Debtor pays taxes only on any dividends received. Buyers will pay taxes resulting from a forced buyout litigation in a minority shareholder oppression suit. Charles Raborn reimburses for all years of taxes paid by Debtor should he prevail in the dissolution suit.

9. Special Circumstances:

Karen Rogers, Betsy Muller, James Muller offered to buyout claims of Debtor's attorneys in full. Close to $300,000. This not only reflects the financial power of Pedicons, Inc. and the Kid Med Clinics and Debtor's interests therein, but it reflects the use of the financial position of the Kid Med Clinics and Pedicons, Inc. to pay Creditors, currying favor with the Court under the guise of paying Creditors, and then bludgeon the Debtor of any remaining interests in the entities using Debtor's wealth to do so. The offer of payment to Creditors is not Mother Theresa coming in, but rather, the devil in the haystack seeking to finish off the theft of Debtor's property and getting a gold star for doing so.

10. Administrative Claims:

The only known at this time are possible payment to Rex Rainach who is to be paid in full and there is no special class.

11. Not applicable.

CERTAIN BANKRUPTCY CONSIDERATIONS

If the Plan is not confirmed and consummated, there can be no assurance that the Debtor's Chapter 11 Case will continue as chapter 11 reorganization case rather than be converted, or that any alternative plan of reorganization would be on terms as favorable or more favorable to holders of Claims as the terms of the Plan. If a liquidation or different reorganization were to occur, the distributions to certain holders of Allowed Claims may be reduced, or possibly completely eliminated. As previously noted, the Debtor believes that in a liquidation under chapter 7, additional administrative expenses of a chapter 7 trustee and such trustee's attorneys, accountants, and other professionals, would cause a diminution in the value of the Debtor's Estate. In addition, certain additional Claims may arise in a chapter 7 liquidation and a complete cessation of Debtor's ability to earn a living—something her sisters and brother-in-law set out to do from March 2012. As described above, this might negatively impact the amount of distributions under the Plan, if any, to holders of Allowed Claims. As a

result of these circumstances, the Debtor believes that the Plan provides a significantly higher return to holders of Claims against the Debtor, as compared to liquidation.

CONCLUSION AND RECOMMENDATION

The Debtor believes that confirmation and implementation of the Plan is preferable to any alternative. In addition, any other alternative would involve significant delay, uncertainty, substantial additional administrative costs, and may result in the Debtor's liquidation which would offer the Claimants little.

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Respectfully Submitted,

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