

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND
(Greenbelt Division)**

IN RE:	*	
ADVANCED PAIN MANAGEMENT SERVICES, LLC;	*	Case No.: 17-16047
	*	
ADVANCED ANESTHESIOLOGY ASSOCIATES, LLC;	*	Case No.: 17-18849
	*	
ADVANCED PAIN SURGERY CENTER, LLC;	*	Case No.: 17-18850
	*	
AMERICAN SPINE SURGERY CENTER, LLC	*	Case No.: 17-18851
	*	
Debtor(s)	*	<u>Jointly Administered Under</u> <u>Case No.: 17-16047-TJC</u>
	*	(Chapter 11)

* * * * *

DISCLOSURE STATEMENT FOR
TRUSTEE’S JOINT CHAPTER 11 PLAN OF LIQUIDATION

I. Introduction

Alan M. Grochal (the “Trustee”), Chapter 11 Trustee for Advanced Pain Management Services, LLC (“APMS”), Advanced Anesthesiology Associates, LLC (“AAA”), Advanced Pain Surgery Center LLC (“APSC”) and American Spine Surgery Center LLC (“ASSC”) (collectively, APMS, AAA, APSC, ASSC are the “Debtor(s)”), by his undersigned counsel, pursuant to the provisions of Chapter 11 of Title 11 of the United States Code, files this Disclosure Statement to disclose the information believed to be material for creditors to arrive at a reasonably informed decision and to exercise the right to vote on acceptance of the Joint Chapter 11 Plan of Liquidation (the “Plan”) filed by the Trustee with the United States Bankruptcy Court for the District of Maryland on March 22, 2018.

NO REPRESENTATIONS CONCERNING THE DEBTORS (PARTICULARLY AS TO THE VALUE OF THEIR ASSETS) ARE AUTHORIZED, OTHER THAN AS SET FORTH IN THIS DISCLOSURE STATEMENT. ANY REPRESENTATIONS OR INDUCEMENTS MADE TO SECURE ACCEPTANCE OF THE PLAN THAT ARE NOT CONTAINED IN THIS DISCLOSURE STATEMENT SHOULD NOT BE RELIED UPON BY ANY CREDITOR AND SHOULD BE REPORTED TO UNDERSIGNED COUNSEL FOR THE TRUSTEE. MUCH OF THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT HAS NOT BEEN SUBJECT TO A CERTIFIED AUDIT. THE RECORDS KEPT BY THE DEBTORS ARE NOT WARRANTED OR REPRESENTED TO BE WITHOUT ANY INACCURACY, ALTHOUGH GREAT EFFORT HAS BEEN MADE TO ENSURE THAT ALL RECORDS ARE ACCURATE.

II. History and Background of the Debtors

A. Pre-Bankruptcy Allegations

The Debtors are all Maryland Limited Liability Companies and together operated medical practices specializing in pain management and surgery centers in Frederick, Maryland and Waldorf, Maryland.

The Debtors' bankruptcy filings were precipitated, in part, by an indictment issued on June 28, 2016 by the Grand Jury for the District of Maryland against the Debtors' owners, Dr. Sandeep Sherlekar ("Sherlekar") and Dr. Atif Malik ("Malik"), on allegations of (i) Conspiracy to Violate the anti-Kickback Act, 18 U.S.C. § 371; (ii) Soliciting and Receiving Illegal Remuneration in Violation of the Anti-Kickback Act 42 U.S.C. § 1320a-7b(b)(1)(A); (iii) Conspiracy to Defraud the United States, 18 U.S.C. § 371; (iv) Health Care Fraud, 18 U.S.C. § 1347; (v) False Statements Relating to Health Care Matters, 18 U.S.C. § 1035; and (vi) Aiding

and Abetting, 18 U.S.C. § 2. The indictment alleges that Sherlekar and Malik received kickback payments totaling approximately \$244,000 each from June 2011 until August 2012. The indictment also charges that between January 2009 and the end of 2013 Sherlekar, Malik and others conspired to defraud the IRS by not reporting as income cash payments received by the Debtors, and by filing false corporate tax returns that overstated the practice's expenses and understated its revenues. The indictment further alleges that the Debtors overbilled for treatments in providing diagnostic or therapeutic nerve blocks and injections and other surgical procedures related to spinal conditions, provided in conjunction with anesthesia services.

On September 30, 2016, Sherlekar was found unresponsive and pronounced dead at the scene. Police have ruled that the death was a suicide. Malik went to trial in October 2017 and was convicted on multiple counts of Health Care Fraud and violating the Anti-Kickback Act. Shortly after the Jury reached a verdict, Malik tendered his resignation as an employee of the Debtors. Malik is currently awaiting sentencing.

The United States has determined that it will not hold the Debtors liable for any alleged or proven criminal wrongdoing by Sherlekar and/or Malik.

B. The Bankruptcy Cases

On March 16, 2017, APMS filed a voluntary petition under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Western District of Kentucky. On May 1, 2017, the APMS case was transferred to the United States Bankruptcy Court for the District of Maryland. On May 11, 2017, the Court entered an Order Approving the Appointment of Alan M. Grochal as Chapter 11 Trustee.

On June 29, 2017, APSC, AAA and ASSC, affiliates of APMS, each filed a voluntary petition under Chapter 11 of the Bankruptcy Code.

By the Court's Order entered on July 5, 2017, the cases of AAA, APSC and ASSC have been administratively consolidated with APMS.

On August 4, 2017, the Trustee was appointed as Chapter 11 Trustee for AAA, and, on August 7, 2017, the Trustee was appointed as Chapter 11 Trustee for APSC and ASSC.

Since his appointment and until he recently closed on the sale of the Debtors' medical practice to Advanced Pain Management, LLC, the Trustee has been operating the Debtors pursuant to §§ 1107(a) and 1108 of the Bankruptcy Code.

C. Chapter 11 Events and Operations

1. Life Insurance Claim

In or about April 2013 (a) a \$5 million life insurance policy was purchased from John Hancock Insurance Company ("John Hancock"), designating Malik as the owner and Sherlekar as the beneficiary (the "Malik Policy"); and (b) a \$5 million life insurance was purchased from John Hancock, designating Sherlekar as the owner and Malik as the beneficiary (the "Sherlekar Policy"). The Sherlekar Policy and Malik Policy are, collectively, the "Insurance Policies." APMS paid all of the premiums on the Insurance Policies as non-deductible business expenses.

Following the death of Sherlekar on September 30, 2016, and after being provided with requested documentation, John Hancock, on January 26, 2017, agreed to pay out the death benefit on the Sherlekar Policy subject to Dr. Malik obtaining an order from the United States District Court, which was later obtained.

The Trustee asserted a claim against the proceeds of the Sherlekar Policy on the basis that the insurance proceeds constitute property of the bankruptcy estates. Malik disputed the Trustee's claim, but wished to use a portion of the balance of the life insurance proceeds to settle any litigation claims asserted by the Trustee.

2. Other Litigation Claims

The Trustee filed a \$2.5 million claim in the estate of Sherlekar which was subsequently released as part of a global settlement. The gravamen of the Trustee's claim against decedent's estate was that Sherlekar breached his fiduciary duties to APMS. However, it became apparent that the cost of developing a damage claim against Sherlekar would outweigh any possible distribution that the Trustee could receive from the estate.

3. The Litigation Settlement

After a thorough evaluation of the litigation claims against Dr. Malik, including the claim against the proceeds of the Sherlekar Policy, the Trustee determined that the best way to maximize value for the Debtors' creditors was to settle all litigation claims against Dr. Malik and provide Malik with a release.

Under the Litigation Settlement Agreement, Dr. Malik agreed to pay the Trustee \$1.75 Million in full and final settlement of all claims and, in return, Dr. Malik receives a full and complete release (the "Litigation Settlement").

At the time that the Trustee had to decide whether to sue Malik or negotiate a settlement, Malik's criminal case was pending. Given the possibility of a conviction and a restitution order, the Trustee faced the prospect of battling the federal government with respect to collection on any successful litigation claims. In such circumstances, the Trustee believed, in his business judgment, that the settlement was and is the most reasonable approach in order to maximize the recovery for creditors.

On November 9, 2017, the Court entered an Order approving the Litigation Settlement. Malik has now paid the entire balance due under the Litigation Settlement.

4. Marketing Efforts

After learning of the impending indictments, the Debtors began attempting to sell the practice. All non-owner physicians were invited to buy the practice. Three physicians formed a group, prepared a letter of intent, but ultimately did not pursue the purchase. Next, the Debtors attempted to sell the practice through a business broker. Finally, the Debtors have attempted to sell the surgery centers separately.

Starting in October 2016, these marketing efforts intensified and three separate groups of buyers visited the practice and reviewed the financial records. None of these efforts resulted in an offer.

One of the difficulties in marketing the practice was the need for hard-to-find interventional pain specialists to fill the void created by Dr. Sherlekar's death.

The Debtors, and subsequently the Trustee, also actively attempted to recruit new physicians for the medical practice, but this also proved to be challenging due to the adverse publicity associated with the practice. Despite solid financial results since the bankruptcy filing, given the uncertainty regarding Dr. Malik's future involvement in the medical practice, the Trustee had a difficult time obtaining what he believes to be a fair price for the practice from an outside third party.

5. The Asset Purchase Agreement

On or about September 8, 2017, the Trustee entered into an Asset Purchase Agreement with Advanced Pain Management LLC ("APM" or the "Buyer") an entity created by certain physicians employed by the Debtors, but an entity in which Dr. Malik did not have an interest. On November 9, 2017, the Court entered an Order approving the Asset Purchase Agreement.

Pursuant to the Asset Purchase Agreement, the Buyer acquired substantially all of the operating assets of the Debtors with the exception of: (a) all accounts receivable, whether billed

or unbilled, in connection with all medical services provided by the Debtors through the date of execution of the Agreement (the “Accounts Receivable”) in the approximate face amount of \$6 million; (b) a loan receivable from Dr. Said G. Osman; (c) all claims against Dr. Malik (which were subject to the Litigation Settlement Agreement); (d) all claims against the Estate of Dr. Sandeep Sherlekar; (e) the Debtors’ rights and obligations under a Management Services Agreement with Nextgen Healthcare Information Systems, Inc.; and (f) all causes of action under Chapter 5 of the Bankruptcy Code. At APM’s option, the Trustee agreed to assume and assign certain executory contracts and leases that the Buyer wished to utilize in the practice post-closing, including, but not limited to its leases with Parkway Key LLC (the “Frederick Lease”) and with NMN Old Line Professional Centre, LLC (the “Waldorf Lease”). The Trustee was responsible to pay any pre-petition arrearages owed under both the Frederick Lease and the Waldorf Lease.

In consideration for the purchase of the operating assets, the Buyer was responsible for all accounts payable that accrued after execution of the Asset Purchase Agreement, including but not limited to accrued payroll obligations and accrued trade accounts payable. The Buyer also assumed all accrued vacation pay and severance obligations in the aggregate amount of \$650,000 as well as various equipment leases and service contracts in the aggregate amount of \$100,000.

APM has and will provide personnel, at no cost to the Trustee, to assist the Trustee in collecting the Accounts Receivable and in reconciling accounts receivable generated prior to execution of the Asset Purchase Agreement and those accounts receivable generated after execution of the Asset Purchase Agreement. The Buyer shall also agree to provide the Trustee with a monthly accounting between accounts receivable collection and funds collected on behalf

of APM and shall remit all accounts receivable collections to the Trustee monthly after approval of the accounting by the Trustee.

6. Medicare Claims

In early 2017, the Center for Medicare & Medicaid Services (“CMS”) deactivated the Debtors’ Medicare billing privileges allegedly because the Debtors failed to timely notify CMS of a change in ownership of the Debtors after Dr. Sherlekar’s death. Shortly thereafter, the Debtors requested and obtained reactivation of their billing privileges. However, CMS unilaterally made the deactivations retroactive. The Trustee retained Special Litigation Counsel to take administrative appeals from the deactivation decisions. These administrative appeals are pending. Recently, CMS has voluntarily moved up the deactivation dates and the parties have reached a settlement which is currently being documented. The Trustee anticipates that the settlement, once finalized and approved by this Court, will enable the Trustee to recover more than \$450,000 out of \$500,000 in unpaid revenues for services that have been performed by its physicians and other professionals (the “Medicare Claims”).

7. Cash Collateral Usage

After the last interim cash collateral order entered by the Kentucky Bankruptcy Court lapsed, the Trustee, with the consent of APMS’ secured lender, SunTrust Bank (the “Bank”), sought and obtained Orders authorizing the use of cash collateral to operate. The Trustee obtained extensions of his authorization to use cash collateral through and including closing on the sale of the medical practice. The Trustee used the proceeds from the Litigation Settlement to repay the Bank.

8. Retention of Professionals

Since his appointment, the Trustee has retained, with court approval, various professionals to assist in the Debtors' Chapter 11 efforts. These include the retention of: (i) Tydings & Rosenberg LLP as the Trustee's general bankruptcy counsel; (ii) Ellin & Tucker, Chartered as accountants; (iii) Baker, Donelson, Bearman, Caldwell and Berkowitz, PC as special counsel to prosecute and resolve the Medicare Claims; and (iv) Gorfine, Schiller & Gardyn, P.A. as tax consultants.

To date, the Court has entered Orders authorizing compensation of professionals as follows: (i) Tydings & Rosenberg, LLPC, Counsel to the Trustee, was awarded fees in the amount of \$246,808.25 and expenses in the amount of \$11,950.47 for the period of May 1, 2017 through October 31, 2017; (ii) Ellin & Tucker, Chartered, Accountants to the Trustee, was awarded fees in the amount of \$36,343.75 and expenses in the amount of \$1,514.61 for the period of May 28, 2017 through October 31, 2017; and (iii) Baker, Donelson, Bearman, Caldwell and Berkowitz, PC, special counsel, was awarded fees in the amount of \$23,503.00 covering the period through December 31, 2017.

9. Administrative Responsibilities

Monthly Operating Reports and quarterly fees with the Office of the United States Trustee are current.

The Court has entered Orders finding that the appointment of a Patient Care Ombudsman is not required in these cases.

10. Lease Issues

Prior to the Trustee's appointment, APMS obtained approval for rejection of its leases with (i) Seneca Meadows Corporate Center VII L.L.L.P. for the real property located at 20680

Seneca Meadows Parkway, Suite 210, Germantown, MD 20876; and (ii) Charles H. Jamison for the real property located at 92 Thomas Jefferson Drive, Frederick, MD 21702.

The Court has approved the Debtors' assumption of various leases, including (i) the lease with NNN Old Line Professional Centre for the real property known as 12070 Old Line Center, Suites 205 and 210, Waldorf, MD 20602; and (ii) the lease with Parkway Key, LLC for the real property known as 1050 Key Parkway, Suites 103 and 202, Frederick, MD 21701.

The Trustee obtained approval for rejection of certain burdensome leases, including, pursuant to the terms of the Asset Purchase Agreement, (i) various equipment leases and service contracts with Advance Business Systems & Supply Company; and (ii) various equipment leases with Madison Funding.

E. Financial Information

The latest monthly operating report filed in this case is the report that covers the period between January 1, 2018 and January 31, 2018. As of January 31, 2018, the assets of the Debtors were as follows:

- (1) Cash in the Debtor in Possession Bank Accounts in the amount of \$2,668.16; and
- (2) Accounts receivable in the approximate amount of \$5 million.¹

Based upon the Bankruptcy Schedules filed in these cases, the Debtors had assets as follows:

APMS (May 1, 2017 Petition Date)

- (1) Deposit accounts with SunTrust Bank with a value of \$108,466.27;
- (2) Security deposits in the amount of \$13,059.51;
- (3) Accounts receivable in the amount of \$226,060.08;

¹ The face amount of the accounts receivable is nearly \$12 million. However, for Medicare receivables, the collectible rate is a percentage of the gross billings.

- (4) Inventory with unknown value;
- (5) Equipment with a value of \$253,776.00;
- (6) Vehicles with a value of \$53,000 [two of the four vehicles have since been sold with Court approval, with the proceeds of \$30,500 paid to lienholder SunTrust Bank];
- (7) Various insurance policies with no cash value; and
- (8) Various claims or causes of action against third parties with a value of approximately \$700,000.

AAA (June 29, 2017 Petition Date)

- (9) Deposit accounts with SunTrust Bank with a value of \$97,314.36;
- (10) Accounts receivable in the amount of \$127,291.10;
- (11) Inventory with unknown value;
- (12) Equipment with a value of \$7,500.00; and
- (13) Various insurance policies with no cash value.

APSC (June 29, 2017 Petition Date)

- (14) Deposit accounts with SunTrust Bank with a value of \$54,000.00;
- (15) Accounts receivable in the amount of \$96,000.00; and
- (16) Various insurance policies with no cash value.

ASSC (June 29, 2017 Petition Date)

- (17) Deposit accounts with SunTrust Bank with a value of \$17,662.30; and
- (18) Accounts receivable in the amount of \$166,000.00;

Based upon the Bankruptcy Schedules filed in these cases, the liabilities of the Debtors were, as of the Petition Date, as follows:

- (1) Secured debt of SunTrust Bank in the approximate amount of \$1,708,642.53.

(2) Priority Tax Claims in the amount of \$43,907.87.²

(3) General unsecured claims in the approximate amount of \$754,394.08³

F. Filed Claims

To date, claims filed in the APMS case are as follows:

- (1) Secured debt of \$10,000.00.
- (2) Priority Claims in the amount of \$47,262.50.
- (3) General unsecured claims in the approximate amount of \$2,143,128.17.

To date, claims filed in the AAA case are as follows:

- (1) General unsecured claims in the approximate amount of \$12,593.77.

To date, claims filed in the APSC case are as follows:

- (1) General unsecured claims in the approximate amount of \$44,214.76.

To date, claims filed in the ASSC case are as follows:

- (1) General unsecured claims in the approximate amount of \$139,033.09.

G. Substantive Consolidation

On October 2, 2017, the Trustee filed a motion seeking substantive consolidation of these cases for purposes of the sale of the Debtors' business operations as a going concern (the "Substantive Consolidation Motion"). As set forth in the Substantive Consolidation Motion, the business structure of the Debtors is intertwined such that one of them could not function without the others. Because the Trustee is proposing a Plan of Liquidation, the administrative cost of

² AAA schedules reflect an additional outstanding payroll tax liability of \$40,515.83.

³ ASSC schedules reflect an additional unsecured lease claim of \$80,000 to Madison Funding, LLC.

attempting to allocate creditor claim to a particular debtor would seriously erode the ultimate distribution to creditors. The Substantive Consolidation Motion is pending.

III. The Joint Plan of Liquidation

SET FORTH BELOW IS A BRIEF SUMMARY OF THE JOINT PLAN. THE SUMMARY SHOULD NOT BE RELIED UPON FOR VOTING PURPOSES. CREDITORS ARE URGED TO READ THE ENTIRE PLAN AND TO CONSULT WITH COUNSEL OR EACH OTHER TO FULLY UNDERSTAND THE PLAN. A COPY OF THE PLAN HAS BEEN FILED WITH THE CLERK, UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF MARYLAND, 6500 CHERRYWOOD LAINE, 3RD FLOOR U.S. COURTHOUSE, GREENBELT, MARYLAND 20770, AND IS AVAILABLE FOR INSPECTION AND REVIEW.

THE PLAN IS COMPLEX AND REPRESENTS A PROPOSED LEGALLY BINDING AGREEMENT. AN INFORMED JUDGMENT CONCERNING THE PLAN, THEREFORE, CANNOT BE MADE WITHOUT READING AND UNDERSTANDING IT.

The Plan is based upon the belief that a liquidation of the Debtors' remaining assets will generate the optimal repayment for creditors, without need for conversion to a Chapter 7 liquidation since there is already a Trustee appointed who is familiar with, has already substantially undertaken, and is prepared to complete the liquidation of the Debtors' assets.

A. Definitions and Classes

The Plan, in Article 1, provides the following definitions.

1.1 "Administrative Bar Date" means forty-five (45) days after the Effective Date and is the date by which applications for allowance of Administrative Expense Claims incurred

through the Confirmation Date must be filed with the Court or be forever barred and discharged. Notice of confirmation of the Plan shall be deemed sufficient and adequate notice of the Administrative Bar Date.

1.2 “Administrative Expense(s)” means a Claim for costs and expenses of administration of the Chapter 11 case allowed under section 503(b) or, if applicable, 1114(e)(2) of the Bankruptcy Code, including: (a) any actual and necessary costs and expenses incurred after the Petition Date of preserving the Debtors’ Estates and operating the businesses of the Debtors (such as wages, salaries, commissions for services and payments for inventories, lease equipment and premises) and Claims of governmental units for taxes (including Claims related to taxes which accrued after the Petition Date, but excluding Claims related to taxes which accrued on or before the Petition Date); (b) compensation for legal, financial, advisory, accounting and other services and reimbursement of expenses allowed by the Bankruptcy Court under sections 330, 331 or 503(b) of the Bankruptcy Code to the extent incurred prior to the Effective Date; and (c) all fees and charges assessed against the Debtors’ Estates under 28 U.S.C. §1930.

1.3 “Allowed Claim(s)” means any Claim:

(a) in respect of which a proof of claim has been filed with the Bankruptcy Court within the applicable period of limitations fixed by Bankruptcy Rule 3003; or

(b) which is listed in Schedules D, E or F filed by Debtors with the Court, including any amendments thereto, and is not listed as disputed, contingent, or unliquidated as to amount; or

(c) for which an application has been filed pursuant to sections 329 and 330 of the Bankruptcy Code;

and further, as to any such claim, (i) either no objection to the allowance thereof has been filed, or if an objection to the allowance thereof has been filed, the objection has been overruled or the amount of such claim fixed by a Final Order; or (ii) such claim has not been paid, settled, waived or withdrawn.

1.4 “Bankruptcy Code” means Title 11 of the United States Code (“U.S.C.”) as enacted by the Bankruptcy Reform Act of 1978, Public Law No. 95-598 and subsequently amended, and such portions of Title 28 of the United States Code as are applicable to bankruptcy cases.

1.5 “Bankruptcy Court” means the United States Bankruptcy Court for the District of Maryland.

1.6 “Bankruptcy Rules” means (a) the Federal Rules of Bankruptcy Procedure, and (b) the Local Bankruptcy Rules for the United States Bankruptcy Court for the District of Maryland, both as now in effect or hereafter amended.

1.7 “Causes of Action” means any action, claim, cause of action, controversy, demand, right, action, lien, indemnity, guaranty, suit, obligation, liability, damage, judgment, account, defense, offset, power, privilege, license and franchise of any kind or character whatsoever, known, unknown, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively, whether arising before, on or after the Petition Date, in contract or in tort, in law or in equity, or pursuant to any other theory of law, including but not limited to any action to recover any transfer that may be avoided under any provision of the Bankruptcy Code including, but not limited to, sections 544, 547, 548 or 549; or any action, cause of action, claim, power, right and/or and remedy arising under sections 544, 545, 546, 547, 548, 549, 550, 553 or 558 of the Bankruptcy Code. Causes of Action also include: (a) any right of setoff, counterclaim or recoupment and any claim for breaches of duties imposed by law or in equity; (b) the right to object to Claims or Interests; (c) any claim pursuant to sections 362 or chapter 5 of the Bankruptcy Code; (d) any claim or defense including fraud, mistake, duress and usury and any

other defenses set forth in section 558 of the Bankruptcy Code; and (e) any state law fraudulent transfer claim.

1.8 “Claim(s)” means any claim against the Estates or as defined in § 101(5) of the Bankruptcy Code, including, but not limited to, all claims arising from the rejection of unexpired leases and/or executory contracts.

1.9 “Confirmation Date” means the date on which the Court enters the Confirmation Order.

1.10 “Confirmation Order” means the order of the Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

1.11 “Court” means the United States Bankruptcy Court for the District of Maryland or any court having jurisdiction to enter the Confirmation Order.

1.12 “Claims Bar Deadline” means September 5, 2017 for APMS and November 6, 2017 for AAA, APSC and ASSC.

1.13 “Claim Objection Deadline” means the date that occurs one hundred eighty (180) days following the Effective Date.

1.14 “Debtors” mean APMS, AAA, APSC, and/or ASSC.

1.15 “Disbursing Account” means the bank account(s) maintained by the Trustee that holds monies of the Estates. The Disbursing Account shall be utilized for the purpose of paying Liquidation Expenses and making distributions to creditors pursuant to the Plan.

1.16 “Disputed Claim(s)” means any Claim or a portion of any Claim as to which the Trustee, the Debtors, or any other party in interest has filed an objection or motion to estimate claim in accordance with the Bankruptcy Code and the Bankruptcy Rules, which objection has not been withdrawn or adjudicated pursuant to a Final Order.

1.17 “Effective Date” means the later of (a) the thirtieth (30th) day after the Confirmation Order becomes final by expiration of the time for appeal therefrom, and (b) if an appeal of the Confirmation Order is taken, the fourteenth (14th) day after an order on appeal (and all orders on appeal relating to said order) becomes a final non-appealable order.

1.18 “Estates” means the bankruptcy estates created pursuant to section 541 of the Bankruptcy Code upon commencement of the Debtors’ bankruptcy cases.

1.19 “Final Order” means an order that has not been reversed, stayed, modified or amended and the time to appeal from or to seek review of or rehearing on such order has expired, and which order has become final.

1.20 “Former Owners” means Malik and Sherlekar.

1.21 “Liquidation Expenses” means all reasonable and necessary expenses incurred after the Effective Date in connection with implementation of this Plan, which expenses shall include, without limitation, compensation to the Trustee’s counsel and other persons employed by the Trustee, and to any other professionals whose employment is authorized by the Court.

1.22 “Malik” means Dr. Atif Malik, a former owner of the Debtor.

1.23 “Petition Date” means March 16, 2017 for APMS. June 29, 2017 is the Petition Date for AAA, APSC and ASSC.

1.24 “Plan” means this Joint Chapter 11 Plan of Liquidation, or as hereafter amended or modified.

1.25 “Professional Person(s)” means an attorney, accountant, appraiser, consultant or other professional retained or to be compensated pursuant to an order of the Court entered under sections 327, 328, 330, 503(b), or 1103 of the Bankruptcy Code.

1.26 “Proof of Claim” means a proof of claim filed pursuant to section 501 of the Bankruptcy Code and Part III of the Bankruptcy Rules.

1.27 The “Sale Motion” means the motion filed by the Trustee, on or about September 26, 2017 (dkt. 169), requesting an order (a) Approving Settlement Agreement and Release; (B) Approving Asset Purchase Agreement and Authorizing the Sale of Assets Outside the Ordinary Course of Business; (C) Authorizing the Sale of Assets Free and Clear of All Liens, Claims, Encumbrances and Interests Pursuant to Sections 363(b), (f) and (m) of the Bankruptcy Code; (D) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases; and (E) Granting Related Relief. The Sale Motion was granted on or about November 9, 2017 (dkt. 216).

1.28 The “Sale Order” means the Court Order granting the Sale Motion entered on or about November 9, 2017 (dkt. 216).

1.29 “Schedules” means the schedules of assets and liabilities and statement of financial affairs filed by the Debtors with the Bankruptcy Court in accordance with section 521(1) of the Bankruptcy Code and Rule 1007 of the Bankruptcy Rules, and any amendments thereto.

1.30 “Sherlekar” means Dr. Sandeep Sherlekar, a former owner of the Debtors. Sherlekar died on September 30, 2016.

1.31 “SunTrust” means SunTrust Bank, a lending institution and secured creditor of the Debtors.

1.32 The “Trustee” means Alan M. Grochal who was appointed Chapter 11 trustee on or about May 11, 2017 for APMS. The Trustee was appointed Chapter 11 Trustee for AAA on

August 4, 2017. The Trustee was appointed Chapter 11 Trustee for APSC and ASSC on August 7, 2017.

The Plan, in Articles 2 and 3, classifies and treats claims as follows:

Class 1. Class 1 consists of (i) Allowed Claims for costs and expenses of administration of the Estate, as defined above as Administrative Expenses, including fees of Professional Persons approved by the Court and other post-petition operating expenses and Liquidation Expenses, and (ii) fees payable to the United States Trustee by the Debtors under 28 U.S.C. § 1930(a)(6).

Treatment: The Trustee shall pay each Class 1 allowed claim in full, in cash, from the Disbursing Account, on the latest of (a) the Effective Date, (b) the thirtieth (30th) day after such claim has become an Allowed Claim, (c) a date agreed upon by the Trustee and the particular claimant, or (d) the date that the Trustee has sufficient funds in the Disbursing Account. Class 1 is not a class of claims impaired under the Plan.

Class 2. Class 2 consists of all Allowed Claims that are entitled to priority under section 507 of the Bankruptcy Code excluding 11 U.S.C. § 507(a)(2) administrative claims and § 507(a)(8) unsecured tax claims.

Treatment: The Trustee shall pay each Class 2 allowed claim in full, in cash, from the Disbursing Account but only to the extent each is entitled to priority under section 507, on the latest of (a) the Effective Date, (b) the thirtieth (30th) day after such claim has become an Allowed Claim, (c) a date agreed upon by the Trustee and the particular claimant, or (d) the date that the Trustee has sufficient funds in the Disbursing Account. Class 2 is not a class of claims impaired under the Plan.

Class 3. Class 3 consists of all Allowed Claims for unsecured taxes of government units entitled to priority under section 507(a)(8).

Treatment: The Trustee shall pay each Class 3 allowed claim in full, in cash, from the Disbursing Account but only to the extent each is entitled to priority under section 507, on the latest of (a) the Effective Date, (b) the thirtieth (30th) day after such claim has become an Allowed Claim, (c) a date agreed upon by the Trustee and the particular claimant, or (d) the date that the Trustee has sufficient funds in the Disbursing Account. Class 3 is not a class of claims impaired under the Plan.

Class 4. Class 4. Class 5 is comprised of all general unsecured claims..

Treatment: The Trustee shall pay Class 4 Claims periodic *pro rata* distributions from the revenues generated from the liquidation of the Debtors' assets after creditors in Classes 1 through 3 have been paid in full. Class 4 is a class of Claims impaired under the Plan.

Class 5. Class 5 is comprised of all equity interests in the Debtors, including the Former Owners.

Treatment: All allowed Class 5 claims shall be extinguished on the Effective Date. The Trustee shall pay each Class 5 allowed Claim from any surplus funds in the Disbursing Account after the satisfaction, pursuant to the Plan of the holders of Classes 1 through 4. Class 5 is a class of claims impaired under the Plan.

B. Plan Execution

The Plan, in Article 4, provides the means for execution as follows:

Substantive Consolidation. As described above, the Trustee filed a motion seeking substantive consolidation of the Debtors' respective bankruptcy estates. The motion is pending.

Funding of Plan. The funds necessary to implement the Plan shall be generated from, among other things, (a) all net proceeds from the sale pursuant to the Sale Order and Asset Purchase Agreement between the Trustee and Advanced Pain Management, LLC (“APM”); (b) all the funds held in the Disbursing Account; (c) the funds from the litigation settlement with Malik pursuant to the Sale Order; (d) all funds received from the Medicare Claims; (e) collections from other accounts receivable of the Debtors; (f) the net proceeds from the liquidation of all remaining assets of the Debtors; and (g) the funds held in the Debtors’ bank accounts.

Retained Duties, Rights and Powers of Trustee. Upon confirmation of the Plan, the Trustee shall retain all of his rights and powers under the Bankruptcy Code, including, but not limited to, the right to prosecute all Causes of Action and all other causes of actions and all other rights and powers under §§ 505, 506, 541, 542, 543, 544, 547, 548, 549, 550, and 553 of the Bankruptcy Code. Furthermore, from and after the Effective Date through the date of dissolution of the Debtors, the Trustee shall continue to serve in his appointed capacity for the purpose of taking such actions as he deems necessary or desirable in connection with the Plan and the Estates, including, without limitation, (i) winding up the Debtors’ affairs; (ii) liquidating, by conversion to Cash or other methods, including by way of abandonment, any remaining assets of their Estates, as expeditiously as reasonably possible; (iii) enforcing and prosecuting claims, interests, rights and privileges of the Debtors and the Debtors’ Estates, including, without limitation, Causes of Action; (iv) resolving Disputed Claims; (v) confirming and administering the Plan and taking such actions as are necessary to effectuate the Plan; and (vi) filing appropriate tax returns.

The Trustee shall have the sole right, power and authority, but not the obligation, among other things, to: (a) object to any Claim; (b) file suit or commence an action or proceeding with respect to any claim or cause of action of the Debtors and/or the Estates, and otherwise prosecute, settle, compromise or pursue such claim or cause of action; except as prohibited by the terms of the Sale Order; (c) retain and employ professionals as he deems necessary or appropriate to carry out the terms and purposes of the Plan and on such terms as the Trustee deems reasonable (including counsel for the Trustee); (d) execute and enter into contracts on behalf of the Estate as the Trustee deems necessary or appropriate to carry out the terms and purposes of the Plan and on such terms as the Trustee deems reasonable; (e) liquidate all assets of the Debtors and the Estate and to pay the related Liquidation Expenses; (f) distribute funds to holders of allowed Claims consistent with the terms of the Plan; (g) file a final report and move to close the Debtors' Chapter 11 cases; and (h) to take such other and further actions as may be necessary or appropriate to carry out the terms and purposes of the Plan.

Special Tax Provision. Pursuant to § 1146 of the Bankruptcy Code, the issuance, transfer or exchange of any notes or equity securities under the Plan, sales of the Debtors' assets or the sales of assets owned by other related entities whose assets are being sold to fund the Plan, the creation of any mortgage, deed of trust or other security interest, the making or assignment of any lease or sublease, or the making or delivery of any deed or other instrument of transfer under, in furtherance of, or in connection with the Plan, any merger agreements or agreements of consolidation, deeds, bills of sale or assignments executed in connection with any of the transactions contemplated under the Plan, shall not be subject to any stamp, real estate transfer, recapture, mortgage recording or other similar tax.

Disbursing Accounts. All proceeds from the sale and/or liquidation of the Debtors' assets shall be placed in one or more disbursing accounts. The Trustee shall be empowered to invest these funds in any institution or in an investment backed by security, which has the highest rating that is federally insured.

Interim Distributions. The Trustee is authorized to make interim distributions to Class 1 claimants, subject to a reserve, determined in the discretion of the Trustee, to cover ongoing administrative expenses.

Resolution of Disputed Claims. To the extent a Claim is a Disputed Claim, the Trustee shall not be required to make the applicable disputed portion of a payment to the holder of the Disputed Claim that would otherwise be payable with respect to the Disputed Claim. In the event that the Disputed Claim is allowed, the Trustee shall thereafter pay the appropriate amount to the holder of such Claim in accordance with the terms of the Plan and in the same manner as any other creditor of the same Class.

Distributions. The Trustee may stop payment on any distribution check that has not cleared the issuing bank within ninety (90) days of the date of distribution of such check. All unclaimed funds or property may be used to satisfy any additional expenses or fees, or if none exist and all classes have been paid in full, shall be paid to Class 6 equity interest holders. Distributions to holders of Allowed Claims shall be made at the address of each such holder as determined in accordance with the proof of claim filed by the respective claimholder, or if no proof of claim is filed, in accordance with the Schedules. If any holder's distribution is returned as undeliverable, no further distributions to such holder shall be made unless and until the Trustee is notified of such holder's then current address, at which time all missed distributions shall be made to such holder, without interest, from the date of the first attempted distribution.

All unclaimed distributions shall be used to satisfy the costs of administering and fully consummating this Plan and the holder of any such claim or interest shall not be entitled to any other further distribution under this Plan on account of such claim or interest.

Regulatory Compliance. All sales and transfers of the Debtors shall comply with the applicable regulations and statutes and other requirements of CMS, Cigna Provider Agreements and any other law, statutes and regulations as defined and enumerated in the Sale Order.

C. Executory Contracts and Unexpired Leases

The Plan, in Article 5, contains the following provisions concerning the treatment of executory contracts and unexpired leases:

Rejection of Remaining Leases and Contracts. Unless otherwise assumed or rejected by separate Court order, including the Sale Order, on the Effective Date, except as otherwise provided herein, or in any contract, instrument, release, indenture or other agreement or document entered into in connection with the Plan, executory contracts and unexpired leases shall be deemed rejected, with the effective date of rejection being the Effective Date or such date determined by the Bankruptcy Court, unless such executory contract or unexpired lease: (i) was assumed, assumed and assigned or rejected previously by the Debtors; (ii) previously expired or terminated pursuant to its own terms; or (iii) is the subject of a motion to assume or assume and assign filed on or before the Effective Date. The entry of the Confirmation Order shall constitute a Bankruptcy Court order approving the assumptions or rejections of such executory contracts or unexpired leases as set forth in the Plan, pursuant to sections § 365(a) and § 1123 of the Bankruptcy Code. Any motions to assume, or assume and assign, executory contracts or unexpired leases pending on the Effective Date shall be subject to approval by the

Bankruptcy Court on or after the Effective Date by a final order, including the Confirmation Order.

Rejection Claims. Pursuant to Bankruptcy Rule 3002(c)(4), and except as otherwise ordered by the Court, claims arising from the rejection of an executory contract or unexpired lease shall be filed, by way of motion, with the Court no later than thirty (30) days after the later of the entry of a Final Order approving such rejection and the confirmation of the Plan, or such Claim shall be forever barred. Any Claim arising from the rejection of an Executory Contract or Unexpired Lease shall be deemed a Class 4 Claim for distribution purposes as of the date of the entry of an order of the Court approving said claim.

D. Administrative Claims

The Plan, in Article 8, contains the following provisions regarding Administrative Claims:

Notwithstanding section 503(a) of the Bankruptcy Code, any person or entity seeking the allowance or payment of an Administrative Expense Claim under section 503 of the Bankruptcy Code and/or any Professional Person or firm retained with approval by order of the Court seeking compensation in this Chapter 11 case pursuant to sections 330 or 503(b) of the Bankruptcy Code, shall be required to file on or before the Administrative Bar Date an application for the allowance and/or payment of an Administrative Expense Claim including, without limitation, an application for the final compensation of a Professional Person and reimbursement of expenses. Any such Administrative Expense Claim not filed by the Administrative Bar Date shall be forever barred and discharged. Objections to any such application shall be filed on or before a date to be set by the Court. The provisions of this paragraph are not intended to limit or expand the ability of the Court to allow the payment of

compensation to Professional Persons for services performed after the Confirmation Date; all such compensation remaining subject to approval by the Court.

E. Resolution of Claims

The Plan, in Article 8, contains the following provisions regarding the resolution of claims:

Actions on Claims. After the Confirmation Date, unless otherwise ordered by the Court after notice and a hearing, the Trustee shall have the sole and exclusive right to make and file objections to Claims and shall serve a copy of each objection upon the holder of such Claim to which the objection is made. Objections to Claims shall be filed Claim Objection Deadline. The Trustee shall retain the discretion to litigate such objection to a final determination in the Court or to elect to compromise, settle, or otherwise resolve any such objection subject to approval thereof by the Court. The Trustee may, at any time, request that the Court estimate any Disputed Claim pursuant to § 502(c) of the Bankruptcy Code regardless of whether there is a previous objection to such claim, and the Court will retain jurisdiction to estimate any such claims at any time. On or after the Confirmation Date, any claims which have been estimated may subsequently be compromised, settled, withdrawn or otherwise resolved subject to approval by the Court. If, on or after the Effective Date, any Disputed Claim is allowed, the Trustee shall include the claim in the next distribution to creditors in that particular class of claims, and any distribution thereafter until the claim has been paid in accordance with all other claims in that class.

F. Effect of Plan Confirmation

The Plan, in Article 7, contains the following provisions regarding plan confirmation:

Binding Effect. On or after the Confirmation Date, the provisions of this Plan shall bind any holder of a Claim against, or an interest in, the Debtors, whether or not such Claim or

interest of such holder is impaired under this Plan and whether or not such holder has accepted this Plan.

Discharge. Except as otherwise provided in the Plan or in the Confirmation Order, confirmation of the Plan shall act as a discharge and dismissal, effective as of the Effective Date, of all claims against the Debtors that arose at any time before the Confirmation Date.

Claims Injunction. Except as otherwise provided in the Plan or in the Confirmation Order, confirmation of the Plan shall also constitute an injunction against any action by or on behalf of the holder of any claim so discharged under the previous paragraph, seeking to collect a claim from or against the Debtors in any manner other than as specified in the Plan. Nothing in this Plan is meant to discharge any party other than the Debtors from any claim, debt or liability of any type whatsoever.

Exculpation. Notwithstanding any other provision of the Plan, no holder of a Claim or Interest shall have any right of action against the Debtors, the Trustee, the Estates, or any of their respective managers, officers, directors, agents, attorneys, investment bankers, financial advisors, other professionals, or any of their respective property and assets for any act or omission in connection with, relating to or arising out of the Chapter 11 Case, the pursuit of confirmation of the Plan, the consummation of the Plan, or the property to be distributed under the Plan, except for acts or omissions which constitute willful misconduct or gross negligence.

G. Plan Modification

The Plan, in Article 6, contains the following provisions regarding Plan modification:

Pre-Confirmation Modification. The Trustee reserves the right, in accordance with the Bankruptcy Code, to amend or modify the Plan or the treatment of any claim prior to the Confirmation Date.

Post-Confirmation Modification. After the Confirmation Date, the Trustee may amend or modify the Plan, or any portion thereof, in accordance with section 1127(b) of the Bankruptcy Code, or remedy any defect or omission, or reconcile any inconsistency in the Plan, in such a manner as may be necessary to carry out the purpose and intent of the Plan.

H. Retention of Jurisdiction Provisions

The Plan, in Article 8, contains the following provisions regarding jurisdiction.

Retention of Jurisdiction. Notwithstanding the Confirmation of the Plan, the Court will retain jurisdiction until consummation of the Plan to ensure that the purposes and intent of the Plan are carried out. The Court's jurisdiction shall be over any and all disputes and litigation pending at the time of the Confirmation of the Plan, any controversies that may arise thereafter, and any controversies that may affect the Trustee's ability to effectuate the consummation of the Plan. By way of illustration of the jurisdiction retained by the Court, but not by way of limitation of the same, the Court shall retain jurisdiction in this case, among other things, for the following purposes:

- (a) The resolution of any dispute arising out of the sale of the business of the Debtors as a going concern or arising out of any of the other sales that constitute part of the means for execution of the Plan;
- (b) The classification of the claim of any creditor and the re-examination of claims which have been allowed for purposes of voting, and the determination of such objections as may be filed to the Claims of creditors. The failure by the Trustee to object, or to examine any Claim for purposes of voting, shall not be deemed to be a waiver of the Trustee's right to object to or re-examine any claim in whole or in part.
- (c) Except to the extent that the Trustee chooses to invoke the jurisdiction of a state court, the determination of all causes of action, controversies, disputes and conflicts involving, or relating to, the Debtors or their assets, arising prior to or after the Confirmation Date, whether or not subject to an action pending as of the Confirmation Date, between either or any of the Debtors, and any other party or parties, including but not limited to, any right of the Trustee to recover assets pursuant to applicable provisions of the Bankruptcy Code.

- (d) The modification of this Plan after confirmation to correct any defect, to cure any omission, or to reconcile any inconsistency in this Plan or in the Order of Confirmation, as may be necessary or otherwise appropriate to carry out and/or clarify the intended purposes of the Plan or the Order of Confirmation.
- (e) The allowance of compensation for professional services rendered to the Estate by the professionals of the Debtors/Trustee through the Confirmation Date pursuant to § 330(a) of the Bankruptcy Code, upon application for such compensation.
- (f) The enforcement and interpretation of the terms and conditions of this Plan, including any agreement for satisfaction of an Allowed Claim.
- (g) The determination of the existence of any liens, encumbrances, or interests of other parties in property of the Estates or the Debtors, and the extent and priority thereof.
- (h) The enforcement of, and the continuation of, the automatic stay and any similar equitable relief with respect to post-confirmation actions against the Debtors, the Estates, and/or property of the Estates.
- (i) The resolution of any disputes regarding implementation of the Plan.
- (j) Entry of an order concluding and terminating the case.
- (k) This Chapter 11 Plan shall be deemed fully administered upon the payment of any Allowed Claim, in full or in part, including but not limited to, any payment of post-petition professional fees.

I. General Plan Provisions

The Plan, in Article 8, contains the following miscellaneous provisions:

Payment as Release. The tender of full payment to the holder of an Allowed Claim in any class as provided for under this Plan shall be deemed to effect a settlement, release, and discharge of the Debtors and their property by such holder on behalf of itself, successors and assigns.

Extension of Dates. If any date or deadline under this Plan falls on a Saturday, Sunday, or legal holiday, the date or deadline shall be deemed to occur on the next business day thereafter, unless otherwise provided herein.

Rules of Construction. Except as otherwise provided herein, this Plan shall be construed in conformance with the rules of construction in § 102 of the Bankruptcy Code. Except to the

extent the Bankruptcy Code, Bankruptcy Rules or other federal law is applicable, or to the extent an exhibit to the Plan provides otherwise, the rights and obligations arising under the Plan shall be governed by, and construed and enforced in accordance with, the laws of the State of Maryland, without giving effect to the principles of conflicts of law of such jurisdiction.

Addresses for Notices. In the event a party is required to give notice to the Debtors or Trustee under this Plan, such notice shall be in writing, shall reference the above-referenced case number, and shall be sent by commercially reasonable means under the circumstances to the following:

Alan M. Grochal, Esq.
Tydings & Rosenberg LLP
1 East Pratt Street, Suite 901
Baltimore, MD 21202
Fax: 410-727-5460
Email: agrochal@tydingslaw.com

Section 1129(b) Election. In order to confirm the Plan, and to the extent necessary, the plan proponent invokes the entitlement of section 1129(b) of the Bankruptcy Code, such that, as long as the Plan does not discriminate unfairly, and is fair and equitable, with respect to any Class of Claims that is impaired under and has not accepted the Plan, the Plan may be confirmed by the Court.

Statutory Fees. All fees payable pursuant to Chapter 123 of Title 28, United States Code, as determined by the Court on the Confirmation Date, shall be payable on the Effective Date. Any statutory fees accruing after the Effective Date shall constitute Administrative Expenses.

Invalidity of Plan Provisions. Should any provision of this Plan be determined to be invalid, void or unenforceable, such determination shall not in any way limit or affect the enforceability and operative effect of any or all other provisions of the Plan and the Court shall, with the consent of the Trustee, have the power to alter and interpret such term or provision to

make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration or interpretation, the remainder of the terms and provisions of the Plan shall remain in full force and effect and in no way shall be affected, impaired or invalidated by such holding, alteration or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in according with the foregoing, is valid and enforceable pursuant to its terms.

IV. Voting On The Plan And Confirmation

Voting on acceptance or rejection of the Plan will be governed by the provisions of the Bankruptcy Code. Each voting creditor will be supplied with an official ballot, in a form prescribed by the Court. Creditors may vote to accept or reject the Plan by returning a completed ballot to the undersigned counsel for the Trustee as instructed on the ballot. A class of creditors will be considered to have accepted the Plan (a) if it is accepted by creditors holding at least two-thirds (2/3) in amount, and more than one-half (1/2) in number of the allowed claims of each class that has voted, or (b) if the class is unimpaired within the meaning of the Bankruptcy Code.

After the time for voting on the Plan passes, the Court will hold a hearing and rule on confirmation of the Plan in accordance with the Bankruptcy Code. If all requirements for confirmation of the Plan under the Bankruptcy Code are satisfied, except that the Plan is not accepted by one or more classes of creditors, the Court may confirm the Plan without the acceptance of creditors if the Court finds that the Plan does not discriminate unfairly, and is fair and equitable (within the meaning of the Bankruptcy Code) with respect to any class of creditors that does not accept the Plan.

CHAPTER 11 TRUSTEE

Dated: March 22, 2018

By: /s/ Alan M. Grochal
Alan M. Grochal, Bar No. 01447
1 East Pratt Street, Suite 901
Baltimore, Maryland 21202

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 22nd day of February 2018, I reviewed the Court's CM/ECF system and it reports that an electronic copy of the *Disclosure Statement for Trustee's Joint Chapter 11 Plan of Liquidation* will be served electronically by the Court's CM/ECF system on the following:

Joshua D. Bradley jbradley@rosenbergmartin.com
Christopher Scot Chipman cchipman@psclaw.net
Tammy Cohen tcohen@sellmanhoff.com
Louis J. Ebert lebert@rosenbergmartin.com, rpearl@rosenbergmartin.com
Alan D. Eisler aeisler@e-hlegal.com, mcghamilton@gmail.com
Gary R. Greenblatt grgreen@mehl-green.com, cmhare@mehl-green.com
Alan M. Grochal agrochal@tydingslaw.com,
Susan J. Klein sklein@fftlaw.com, lramsey@fftlaw.com
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Kristen M. Siracusa keustis@milesstockbridge.com
David Sommer dsommer@gejlaw.com, ceyler@gejlaw.com; gomara@gejlaw.com
US Trustee - Greenbelt USTPRegion04.GB.ECF@USDOJ.GOV
Gerard R. Vetter gerard.r.vetter@usdoj.gov
Jeffrey C. Wisler jwisler@connollygallagher.com

/s/ Alan M. Grochal

Alan M. Grochal

I HEREBY FURTHER CERTIFY that on this 22nd day of February 2018, the foregoing *Disclosure Statement for Trustee's Joint Chapter 11 Plan of Liquidation* was served via mail, first class, postage prepaid, to:

Khalid Kahloon
Advanced Pain Management Services LLC
1050 Key Parkway, Suite 103
Frederick, MD 21702

Jeffrey M. Schwaber, Esquire
Stein Sperling Bennett DeJong Driscoll PC
25 West Middle Lane
Rockville, MD 20850

/s/ Alan M. Grochal
Alan M. Grochal