

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

<b>IN RE:</b>	§	
<b>ABC DENTISTRY, P.A., <i>et al.</i>,<sup>1</sup></b>	§	<b>CHAPTER 11</b>
<b>DEBTORS.</b>	§	
	§	<b>CASE NO. 16-34221</b>
	§	<b>Jointly Administered</b>
	§	

**SECOND AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION OF ABC DENTISTRY, P.A., ABC DENTISTRY WEST OREM, P.L.L.C., ABC DENTISTRY OLD SPANISH TRAIL, P.L.L.C., ABC DENTISTRY HILLCROFT, P.L.L.C., ABC DENTISTRY PASADENA, P.A., AND IRAJ S. JABBARY, DDS, AS MODIFIED ON DECEMBER 11, 2017**

---

BAKER BOTTS L.L.P.  
Omar J. Alaniz, State Bar No. 24040402  
Chad Barton, State Bar No. 24100417  
2001 Ross Avenue  
Dallas, Texas 75201  
Telephone: 214.953.6593  
Facsimile: 214.661.4593  
Email: *omar.alaniz@bakerbotts.com*  
*chad.barton@bakerbotts.com*

ATTORNEYS FOR DEBTORS

---

<sup>1</sup> The Debtors in these chapter 11 cases are: ABC Dentistry, P.A.; ABC Dentistry West Orem, P.L.L.C.; and ABC Dentistry Old Spanish Trail, P.L.L.C.

TABLE OF CONTENTS

ARTICLE I. DEFINITIONS .....1

    1.1 **Definitions**.....1

    1.2 **Interpretation** .....10

    1.3 **Application of Definitions and Rules of Construction Contained in the Bankruptcy Code** .....10

    1.4 **Other Terms** .....10

ARTICLE II. ADMINISTRATIVE AND PRIORITY CLAIMS.....11

    2.1 **Administrative Claims Bar Date** .....11

    2.2 **Payment of General Administrative Claims**.....11

    2.3 **Payment of Priority Tax Claims** .....11

    2.4 **Payment of United States Trustee Fees**.....12

    2.5 **Payment to Professionals**.....12

ARTICLE III. CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS.....12

    3.1 **Deemed Substantive Consolidation and Use of Sub-classification**.....12

    3.2 **Class 1. Other Priority Claims**.....13

    3.3 **Class 2. Secured Tax Claims** .....13

    3.4 **Class 3. First Bank Secured Claim** .....14

    3.5 **Class 4. General Unsecured Claims** .....14

    3.6 **Class 5. Convenience Claims**.....15

    3.7 **Class 6. Rohi Personal Claims** .....15

    3.8 **Class 7. Rohi Qui Tam Claims**.....15

    3.9 **Class 8. State of Texas OIG Claims**.....16

    3.10 **Class 9. Interests**.....16

    3.11 **Confirmation Pursuant to Sections 1129(a) and 1129(b) of the Bankruptcy Code** .....16

ARTICLE IV. VOTING OF CLAIMS AND INTERESTS .....16

ARTICLE V. MEANS FOR EXECUTION OF PLAN .....17

    5.1 **Vesting of Property of the Estates in Reorganized Debtors**.....17

    5.2 **Rohi Settlement** .....17

    5.3 **Continuation of Business Operations**.....17

    5.4 **Dissolution of ABC Density, P.A** .....18

    5.5 **Source of Funds for Payments Under the Plan** .....18

    5.6 **Directors and Officers of Reorganized Debtor** .....18

    5.7 **Agreements, Instruments and Documents**.....18

    5.8 **Further Authorization** .....18

ARTICLE VI. PLAN DISBURSEMENTS .....18

    6.1 **Disbursing Agent**.....18

    6.2 **Exclusive Rights and Duties of the Disbursing Agent** .....18

    6.3 **Powers of the Disbursing Agent** .....19

6.4	<b><u>Presumption of Disbursing Agent’s Authority</u></b> .....	19
6.5	<b><u>Limitation on Disbursing Agent’s Liability</u></b> .....	19
6.6	<b><u>Delivery of Distributions</u></b> .....	20
6.7	<b><u>Time Bar for Cash Payments</u></b> .....	20
6.8	<b><u>Unclaimed Property</u></b> .....	20
6.9	<b><u>Minimum Payment</u></b> .....	21
6.10	<b><u>Fractional Dollars</u></b> .....	21
6.11	<b><u>Distribution Dates</u></b> .....	21
6.12	<b><u>Orders Respecting Claims Distribution</u></b> .....	21
ARTICLE VII. CLAIMS ALLOWANCE.....		21
7.1	<b><u>Allowance of Claims under the Plan</u></b> .....	21
7.2	<b><u>Objection Deadline</u></b> .....	21
7.3	<b><u>Prosecution of Objections</u></b> .....	21
ARTICLE VIII. EXECUTORY CONTRACTS AND LEASES.....		22
8.1	<b><u>Assumption of Certain Executory Contracts</u></b> .....	22
8.2	<b><u>Rejection Damages Bar Date</u></b> .....	22
ARTICLE IX. MODIFICATION OR REVOCATION OF THE PLAN.....		22
9.1	<b><u>Plan Modifications</u></b> .....	22
9.2	<b><u>Certain Technical Amendments</u></b> .....	22
ARTICLE X. CONDITIONS PRECEDENT.....		23
10.1	<b><u>Conditions to Confirmation</u></b> .....	23
10.2	<b><u>Waiver and Nonfulfillment of Conditions to Confirmation</u></b> .....	23
10.3	<b><u>Confirmation Order Provisions for Pre-Effective Date Actions</u></b> .....	23
10.4	<b><u>Conditions to the Effective Date</u></b> .....	23
ARTICLE XI. JURISDICTION OF THE BANKRUPTCY COURT.....		24
11.1	<b><u>Retention of Jurisdiction</u></b> .....	24
11.2	<b><u>Failure of the Bankruptcy Court to Exercise Jurisdiction</u></b> .....	26
ARTICLE XII. EFFECT OF CONFIRMATION.....		26
12.1	<b><u>Binding Effect</u></b> .....	26
12.2	<b><u>Satisfaction of Claims and Interests</u></b> .....	26
12.3	<b><u>Vesting of Property</u></b> .....	26
12.4	<b><u>Discharge</u></b> .....	26
12.5	<b><u>Exculpation</u></b> .....	27
12.6	<b><u>Injunction</u></b> .....	27
12.7	<b><u>Preservation of Setoff Rights</u></b> .....	28
12.8	<b><u>Releases by the Debtors</u></b> .....	28
12.9	<b><u>Releases of the ABC Defendants by the State of Texas</u></b> .....	29
12.10	<b><u>Lawsuits</u></b> .....	29
12.11	<b><u>Insurance</u></b> .....	29
12.12	<b><u>U.S. Trustee Fees</u></b> .....	29
12.13	<b><u>Term of Stays</u></b> .....	29

ARTICLE XIII. MISCELLANEOUS PROVISIONS .....	29
13.1 <b><u>Corporate Authority</u></b> .....	29
13.2 <b><u>Documentation</u></b> .....	30
13.3 <b><u>Integration Clause</u></b> .....	30
13.4 <b><u>Primacy of the Plan and Confirmation Order</u></b> .....	30
13.5 <b><u>Severability</u></b> .....	30
13.6 <b><u>No Admission</u></b> .....	30
13.7 <b><u>Bankruptcy Restrictions</u></b> .....	30
13.8 <b><u>Governing Law</u></b> .....	31
13.9 <b><u>Closing of Case</u></b> .....	31
13.10 <b><u>Successors and Assigns</u></b> .....	31
13.11 <b><u>Notices</u></b> .....	31
13.12 <b><u>Validity and Enforceability</u></b> .....	31
13.13 <b><u>Plan Supplement</u></b> .....	31
13.14 <b><u>Post-Effective Date Service</u></b> .....	32

**EXHIBITS**

- EXHIBIT A: Rohi Settlement and State Release Agreement
- EXHIBIT B: Executory Contracts to be Rejected
- EXHIBIT C: Cure Amounts for Assumed Contracts

**JOINT CHAPTER 11 PLAN OF REORGANIZATION OF ABC DENTISTRY, P.A.,  
ABC DENTISTRY WEST OREM, P.L.L.C., ABC DENTISTRY OLD SPANISH  
TRAIL, P.L.L.C., ABC DENTISTRY HILLCROFT, P.L.L.C.,  
ABC DENTISTRY PASADENA, P.A., AND IRAJ S. JABBARY, DDS**

In accordance with 11 U.S.C. §§ 1121 and 1106, ABC Dentistry, P.A., ABC Dentistry West Orem, P.L.L.C., ABC Dentistry Old Spanish Trail, P.L.L.C., ABC Dentistry Hillcroft, P.L.L.C., ABC Dentistry Pasadena, P.A., and Iraj S. Jabbary, DDS file this second amended joint plan of reorganization (the “Plan”) as follows:

**ARTICLE I.**

**DEFINITIONS**

1.1 **Definitions.** For purposes of this Plan, the following terms and definitions shall have the following meanings unless the context clearly indicates otherwise:

1.1.1 “ABCD” shall mean ABC Dentistry, P.A.

1.1.2 “ABC Defendants” shall mean the Debtors, Jabbary, and the Non-Debtor Affiliates.

1.1.3 “Administrative Claim” shall mean any Claim that is defined in section 503(b) of the Bankruptcy Code as being an “administrative expense” within the meaning of such section.

1.1.4 “Affiliate” has the meaning set forth in section 101(2) of the Bankruptcy Code.

1.1.5 “Allowed Claim” shall mean a Claim (a) in respect of which a proof of claim or application has been filed with the Court within the applicable period of limitations fixed by Bankruptcy Rule 3001 or, by order of this Court, or (b) scheduled in the list of creditors prepared and filed with the Bankruptcy Court pursuant to Bankruptcy Rule 1007(b) and not listed as disputed, contingent or liquidated as to amount, in either case as to which no objection to the allowance thereof has been interposed within any applicable period of limitations fixed by Bankruptcy Rule 3001 or an order of the Bankruptcy Court, or as to which any such objection has been determined by an order or judgment, which includes an order estimating such claim under 11 U.S.C. § 502(c), which is no longer subject to appeal or certiorari proceeding and as to which no appeal or certiorari proceeding is pending.

1.1.6 “Allowed Interest” shall mean the 100% Interests held by Jabbary in each of the Debtors.

1.1.7 “Avoidance Actions” shall mean those causes of action provided for under sections 547 through 551 of the Bankruptcy Code, causes of action under

applicable non-bankruptcy law for voidable transfers or similar legal theories, such as the Uniform Fraudulent Transfer Act or Uniform Fraudulent Conveyance Act, as enacted.

1.1.8 “Ballot” means the ballots accompanying the Disclosure Statement upon which certain Holders of Impaired Claims entitled to vote shall, among other things, indicate their acceptance or rejection of the Plan in accordance with the Plan and the procedures governing the solicitation process, and which must be actually received on or before the Voting Deadline.

1.1.9 “Bankruptcy Code” shall mean title 11 of the United States Code, as amended from time to time.

1.1.10 “Bankruptcy Court” shall mean the United States Bankruptcy Court for the Southern District of Texas, Houston Division, in which the Debtors’ Chapter 11 Cases are pending, and any Court having competent jurisdiction and authorities to issue final orders related to the Chapter 11 Cases or hear appeals or certiorari proceedings therefrom.

1.1.11 “Bankruptcy Estate” shall mean the estate of a Debtor created under section 541 of the Bankruptcy Code.

1.1.12 “Bankruptcy-Related Action” means any act taken or omitted to be taken in connection with, or arising from or relating in any way to, the Chapter 11 Cases, including but not limited to, (a) the management and operation of the Debtors’ businesses and the discharge of their duties under the Bankruptcy Code during the pendency of these Chapter 11 Cases; (b) implementation of any of the transactions provided for, or contemplated in, this Plan or the Plan Supplement; (c) any action taken in the negotiation, formulation, development, proposal, solicitation, disclosure, Confirmation, or implementation of the Plan or Plan Supplement; (d) formulating, negotiating, preparing, disseminating, implementing, administering, confirming and/or effecting the Disclosure Statement and the Plan, any Plan Supplement, and any related contract, instrument, release or other agreement or document created or entered into in connection therewith (including the solicitation of votes for the Plan and other actions taken in furtherance of Confirmation and Consummation of the Plan); (e) the administration of this Plan or the assets and property to be distributed pursuant to this Plan; (f) any other prepetition or postpetition act taken or omitted to be taken in connection with or in contemplation of the bankruptcy restructuring of the Debtors; and (g) the preparation and filing of the Chapter 11 Cases.

1.1.13 “Bankruptcy Rules” shall mean the Federal Rules of Bankruptcy Procedure as promulgated by the United States Supreme Court under section 2075 of title 28 of the United States Code, as amended from time to time, applicable to the Chapter 11 Cases, and any Local Rules of the Bankruptcy Court.

1.1.14 “Bar Date” shall mean the deadline established by the Bankruptcy Court by which applicable entities and governmental units must file proofs of claims and

interests, including those deadlines set by the Bankruptcy Court at docket numbers 98, 177, and 191.

1.1.15 “Business Day” means any day, other than a Saturday, Sunday or “legal holiday” (within the meaning of Bankruptcy Rule 9006(a)).

1.1.16 “Cash” shall mean legal tender of the United States of America and its equivalents including, without limitation, checks and wire transfers.

1.1.17 “Cause of Action” means any action, claim, right, litigation, proceeding, cause of action, controversy, demand, right, action, Lien, indemnity, guaranty, suit, obligation, liability, damage, judgment, account, defense, offset, recoupment, counterclaim, cross-claim, 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, whether scheduled in the Schedules or not scheduled in the Schedules, whether arising under the Bankruptcy Code or other applicable law, in contract or in tort, in law or in equity or pursuant to any other theory of law. Causes of Action also include: (a) any right of setoff, counterclaim or recoupment and any claim on contracts or for breaches of duties imposed by law or in equity; (b) the right to object to Claims or interests; (c) any claim pursuant to section 362 of the Bankruptcy Code; (d) any Avoidance Action; (e) any claim or defense, including fraud, mistake, duress and usury and any other defenses set forth in section 558 of the Bankruptcy Code; (f) any claim based on non-bankruptcy law, including but not limited to, any state law fraudulent transfer or creditors’ rights claim; and (g) any claim of any Entity related to or arising under Chapter 36 of the Texas Human Resources Code, including, but not limited to, any right to assert any such claim as a “qui tam” plaintiff.

1.1.18 “Chapter 11 Cases” shall mean, with respect to a Debtor, such Debtor’s case under chapter 11 of the Bankruptcy Code commenced on the Petition Date in the Bankruptcy Court, jointly administered with all other Debtors’ cases under chapter 11 of the Bankruptcy Code, and styled *In re ABC Dentistry, P.A.*, case no. 16-34221.

1.1.19 “Claim” shall mean any “claim,” as defined in section 101(5) of the Bankruptcy Code, including any right to payment, or right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, against Debtor in existence on or before the Petition Date, whether or not such right to payment or right to equitable remedy is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, secured or unsecured.

1.1.20 “Class” shall mean any class into which Allowed Claims or Allowed Interests are classified pursuant to Article 3.

1.1.21 “Clerk” shall mean the Clerk of Court for the United States Bankruptcy Court for the Southern District of Texas.



1.1.22 “Compensation and Benefits Programs” means all contracts, plans, policies, agreements, programs and other arrangements (and all amendments and modifications thereto) for compensation or benefits, in each case in place as of the Effective Date, applicable to the Debtors’ employees who served in such capacity at any time, including all savings plans, retirement plans, health care plans, travel benefits, vacation benefits, welfare benefits, disability plans, severance benefit plans, incentive or retention plans and life, accidental death and dismemberment insurance plans, that are not (a) rejected or terminated prior to the Effective Date; or (b) as of the Effective Date, the subject of a pending motion to reject or terminate.

1.1.23 “Confirmation” means the entry of the Confirmation Order on the docket of the Chapter 11 Cases.

1.1.24 “Confirmation Date” shall mean the date upon which the Confirmation Order is entered by the Clerk of the Bankruptcy Court.

1.1.25 “Confirmation Hearing” shall mean the hearing held by the Bankruptcy Court to consider confirmation of the Plan.

1.1.26 “Confirmation Objection Deadline” shall mean the date and time set by the Bankruptcy Court by which objections to confirmation of the Plan must be filed.

1.1.27 “Confirmation Order” shall mean the Final Order of the Bankruptcy Court determining that the Plan meets the requirements of Chapter 11 of the Bankruptcy Code.

1.1.28 “Consummation” means the occurrence of the Effective Date.

1.1.29 “Convenience Class Claim” shall mean an Allowed Claim, (a) the amount of which (prior to any subdivision or assignment thereof after the Petition Date) is not more than \$5,000, or (b) the Holder of which irrevocably elected prior to the Confirmation Date to reduce the amount thereof to \$5,000 and to have such Allowed Claim included in the Convenience Class by indicating such election on the form utilized for purposes of acceptance or rejection of the Plan.

1.1.30 “Creditor” shall mean the Holder of a “Claim.”

1.1.31 “Debtors” shall mean, collectively, ABC Dentistry, P.A., ABC West Orem, P.L.L.C., and ABC Dentistry Old Spanish Trail, P.L.L.C., and each a “Debtor.”

1.1.32 “DIP Claim” shall mean a claim arising from any borrowings of the Debtors pursuant to the Bankruptcy Court’s order entered on December 15, 2016, docket number 140. The DIP Claim shall be treated as an “Intercompany Claim” under Class 4 of this Plan.

1.1.33 “Disbursing Agent” shall mean Jabbary or a designee of Jabbary that is employed by any of the Plan Proponents.

1.1.34 “Disclosure Statement” shall mean the written document filed by the Debtors in accordance with section 1125(b) of the Bankruptcy Code containing information sufficient to enable a hypothetical reasonable investor typical of holders of Claims or Interests of the relevant Class to make an informed judgment about this Plan.

1.1.35 “Disputed Claim” shall mean that portion (including, where appropriate, the whole) of any Claim that (a) is listed in the Debtors’ schedules of liabilities as disputed, contingent, or unliquidated; (b) is listed in the Debtors’ schedules of liabilities and as to which a proof of claim has been filed with the Bankruptcy Court, to the extent the proof of claim exceeds the scheduled amount; (c) is not listed in a Debtors’ schedules of liabilities, but as to which a proof of claim has been filed with the Bankruptcy Court; or (d) as to which an objection to a proof of claim, or request for estimation of such claim, has been filed and has not become an Allowed Claim.

1.1.36 “Distribution” means a distribution of property pursuant to the Plan, to take place as provided for herein.

1.1.37 “Effective Date” shall mean the date upon which the Plan Proponents determine in good faith that all conditions to the effectiveness of the Plan set forth in Section 10.4 have been satisfied or waived in accordance with the terms of the Plan and no stay of the Confirmation Order is in effect.

1.1.38 “Effective Date Notice” shall mean the notice that the Reorganized Debtors shall file as soon as practicable following the Effective Date noting the date of the Effective Date.

1.1.39 “Entity” has the meaning set forth in section 101(15) of the Bankruptcy Code.

1.1.40 “Estate” means, as to each Debtor, the estate created for the Debtor in its Chapter 11 Case pursuant to section 541 of the Bankruptcy Code.

1.1.41 “Exculpated Parties” means each of the following in its capacity as such: (a) the Debtors and the Reorganized Debtors and (b) the Debtors’ Professionals.

1.1.42 “Executory Contract(s)” shall mean any pre-petition unexpired lease(s) or executory contract(s) of the Debtor within the meaning of section 365 of the Bankruptcy Code.

1.1.43 “Final Order” shall mean an Order of the Bankruptcy Court which, not having been stayed, and the time to appeal from which, or to seek review or certiorari or rehearing, has expired and such Order has become conclusive upon all matters adjudicated thereby, and in full force and effect.

1.1.44 “First Bank” shall mean First Bank & Trust East Texas.

1.1.45 “First Bank Liens” means those certain liens on and security interests in certain assets of West Orem, including equipment, accounts, government payments,

instruments and chattel paper, granted pursuant to the First Bank Loan Agreement and related loan documents to secure the First Bank Secured Claim.

1.1.46 “First Bank Loan Agreement” means that certain term loan agreement, dated May 27, 2014, between First Bank, as lender, and West Orem, as borrower.

1.1.47 “First Bank Secured Claim” shall mean First Bank’s Claim under the First Bank Loan Agreement.

1.1.48 “General Administrative Claim” means an Administrative Claim other than a DIP Claim or a Professional Claim.

1.1.49 “General Unsecured Claim” shall mean a Claim other than an Administrative Claim or Priority Claim that (i) is not secured by a lien, security interest or other charge against or interest in property in which Debtor has an interest or which is not subject to setoff under section 553 of the Bankruptcy Code, (ii) is secured in one of the foregoing manners to the extent the amount of the Claim exceeds the value of the property securing the Claim, (iii) is not an Intercompany Claim; or (iv) is not a Class 6, 7 or 8 Claim or any other Claim asserted by Rohi. For the avoidance in doubt, General Unsecured Claims shall include Intercompany Claims.

1.1.50 “Governmental Unit” shall have the meaning provided in section 101(27) of the Bankruptcy Code.

1.1.51 “Holder” shall mean the owner or holder of any Claim or Interest.

1.1.52 “Impaired” means, with respect to any Claim or Interest, a Claim or Interest that is in a Class that is “impaired” within the meaning of section 1124 of the Bankruptcy Code.

1.1.53 “Intercompany Claim” means any Claim held by a Debtor against another Debtor or an Affiliate of the Debtor or any Claim held by an Affiliate of a Debtor against a Debtor.

1.1.54 “Interest” shall mean an equity security (as defined in section 101(16) of the Bankruptcy Code) of a Debtor.

1.1.55 “Initial Distribution Date” means the Business Day that is as soon as practicable after the Effective Date when Distributions under the Plan shall commence.

1.1.56 “Initial Plan Payment” shall mean the funds that the Clerk shall be directed to release from the registry of the Bankruptcy Court. The Clerk shall release the funds placed in the registry of the Bankruptcy Court pursuant to the order appearing in docket number 133 as directed by the Bankruptcy Court pursuant to Section 5.2 of this Plan.

1.1.57 “Initial Quarterly Payment Due Date” shall mean the first day of the first full month that follows after 90 days after the Effective Date.

1.1.58 “Insider” shall have that meaning defined by 11 U.S.C. § 101(31).

1.1.59 “Jabbary” means Dr. Iraj S. Jabbary, D.D.S., individually and in his capacity as director of ABCD, sole member of OST and sole member of West Orem.

1.1.60 “Lien” means a lien as defined in section 101(37) of the Bankruptcy Code.

1.1.61 “Non-Debtor Affiliates” shall mean ABC Dentistry Pasadena, P.A. and ABC Dentistry Hillcroft, P.L.L.C.

1.1.62 “Notice Agent” means BMC Group, Inc.

1.1.63 “Ordinary Course General Administrative Claim” means a General Administrative Claim that is a monetary obligation for (a) goods or services incurred by the Debtors in the ordinary course of the Debtors’ businesses or (b) Compensation and Benefits Programs.

1.1.64 “OST” shall mean ABC Dentistry Old Spanish Trail, P.L.L.C.

1.1.65 “Other Priority Claim” shall mean any Claim accorded priority in right of payment under section 507(a) of the Bankruptcy Code, other than an Administrative Claim or Priority Tax Claim.

1.1.66 “Paid In Full” means paid in Cash the Allowed amount of the Holder’s Claim without any post-petition interest or any other fees or expenses, including attorneys’ fees.

1.1.67 “Petition Date” shall mean August 26, 2016, the date of filing of petitions commencing the Debtors’ Chapter 11 Cases.

1.1.68 “Plan” shall have the meaning set forth in the preamble.

1.1.69 “Plan Proponents” shall mean, collectively, ABC Dentistry, P.A., ABC Dentistry West Orem, P.L.L.C., ABC Dentistry Old Spanish Trail, P.L.L.C., ABC Dentistry Hillcroft, P.L.L.C., ABC Dentistry Pasadena, P.A., and Iraj S. Jabbary, DDS, and each a “Plan Proponent.”

1.1.70 “Plan Supplement” means the compilation of documents and forms of documents, schedules and exhibits to the Plan, to be filed by Debtors no later than ten (10) calendar days prior to the Voting Deadline, and available on the Notice Agent’s website, <http://www.bmcgroup.com/restructuring/geninfo.aspx?ClientID=398>, and additional documents filed with the Bankruptcy Court prior to the Effective Date as amendments or supplements to the Plan Supplement.

1.1.71 “Priority Claim” shall mean any Claim that is defined in section 507(a)(2)-(8) of the Bankruptcy Code.

1.1.72 “Priority Tax Claim” shall mean means any Claim of a Governmental Unit of the kind specified in sections 502(i) and 507(a)(8) of the Bankruptcy Code

1.1.73 “Professional” means an Entity: (a) employed pursuant to a Bankruptcy Court order in accordance with sections 327 of the Bankruptcy Code and to be compensated for services rendered prior to or on the Confirmation Date, pursuant to sections 327, 328, 329, 330, 331 and 363 of the Bankruptcy Code or (b) awarded compensation and reimbursement by the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code.

1.1.74 “Professional Claim” means an Administrative Claim for the compensation of a Professional and the reimbursement of expenses incurred by such Professional during the Chapter 11 Cases.

1.1.75 “Pro Rata” shall mean the proportion that the amount of such Claim bears to the aggregate amount of Claims in its respective Class.

1.1.76 “Quarterly Payment Due Date” means the first day of every three-month period that follows after the Initial Quarterly Payment Due Date. For the avoidance in doubt, if the Initial Quarterly Payment Due Date is December 1, 2017, the next Quarterly Payment Due Date is March 1, 2018 and the next Quarterly Payment Due Date is June 1, 2018 and so forth.

1.1.77 “Quarterly Payments” shall mean the payments that are required to be made to satisfy the Class 6, 7, and 8 Claims. Such Quarterly Payments shall be amortized from the Initial Plan Payment Date through December 1, 2022. The Debtors’ court-approved financial advisor shall calculate the amount of the Quarterly Payments following the Initial Payment Date. The Plan Proponents shall then tender to the Disbursing Agent the Quarterly Payments on the Initial Quarterly Payment Due Date and then subsequently on each Quarterly Payment Due Date until the Rohi Settlement Payment and the State of Texas OIG Settlement Payment, and any interest accrued thereon, are paid in full.

1.1.78 “Reorganized Debtor” shall mean a Debtor after the Effective Date.

1.1.79 “Rohi” shall mean Dr. Saeed Rohi individually and as ex rel State of Texas.

1.1.80 “Rohi Litigation” shall mean the case *Rohi ex rel State of Texas v. Jabbar, et al.*, No 2014-41707 (281st Dist. Ct., Harris County, TX) removed to the Bankruptcy Court on August 26, 2016, and any related proceedings.

1.1.81 “Rohi Personal Claims” shall mean, collectively, all of the Claims and Causes of Action that are the subject of the Rohi Litigation, except for Claims and Causes of Action that Rohi is pursuing as a relator on behalf of the State of Texas.

1.1.82 “Rohi Portion” shall mean the portion of the Rohi Settlement Payment that the Bankruptcy Court determines pursuant to Section 5.2 is payable to Rohi. Such

Rohi Portion will include the portion of the Rohi Settlement Payment that is payable to Rohi on account of his Rohi Personal Claims and on account of his Rohi Qui Tam Claims.

1.1.83 “Rohi Settlement” means that certain settlement reached between Rohi, and the ABC Defendants, as set forth in the Term Sheet dated July 26, 2017, as modified by the State Release Agreement.

1.1.84 “Rohi Settlement Payment” means the treatment resolving the Rohi Personal Claims and the Rohi Qui Tam Claims in the amount of \$3,687,038. This amount is an increase from the \$3,500,000 settlement amount that was reached between the ABC Defendants and Rohi at the November 16, 2016 mediation.

1.1.85 “Rohi Qui Tam Claims” shall mean Claims and Causes of Action in the Rohi Litigation that are not Rohi Personal Claims.

1.1.86 “Secured Claim” shall mean a Claim secured by a lien, security interest or other charge against or interest in property in which Debtor has an interest, or which is subject to setoff under section 553 of the Bankruptcy Code, to the extent of the value (determined in accordance with section 506(a) of the Bankruptcy Code) of the interest of the holder of such Claim in the Debtors’ interest in such property or to the extent of the amount subject to such setoff, as the case may be.

1.1.87 “Secured Tax Claim” shall mean a Secured Claim of a taxing authority secured by a statutory tax lien under federal or state law.

1.1.88 “Security Agreement” shall mean the Promissory Note and Security Agreement entered into by the Plan Proponents on or after seven days succeeding the Effective Date, conforming to the terms of the Rohi Settlement. True and correct copies of the Promissory Note and Security Agreement shall be filed at least five days prior to the Confirmation Hearing. The terms and provisions of the Promissory Note and Security Agreement shall not be altered, amended or otherwise changed by the Plan, any Plan Supplement, the Confirmation Order or any other order entered in the Chapter 11 Cases. The terms and provisions of the Promissory Note and Security Agreement shall not be subject to any discharge, release or exculpation set out or provided in the Plan, any Plan Supplement, the Confirmation Order or any other order entered in the Chapter 11 Cases.

1.1.89 “Semi-Annual Payment Date” means June 15 and December 15; provided, however, if such day is not a Business Day then the Semi-Annual Payment Date shall be the first Business Day thereafter.

1.1.90 “State of Texas” shall mean all Texas state agencies having jurisdiction over Medicaid overpayments, including but not limited to the Civil Medical Fraud Division of the Texas Attorney General’s Office, the Texas Health and Human Services Commission and the Texas Health and Human Services Commission, Office of the Inspector General.

1.1.91 “State of Texas OIG Claims” shall mean the those Claims asserted in the June 16, 2017 “Notice of Overpayment.”

1.1.92 “State of Texas Portion” shall mean the portion of the Rohi Settlement Payment that the Bankruptcy Court determines pursuant to Section 5.2 is payable to the State of Texas on account of the Rohi Qui Tam Claims.

1.1.93 “State of Texas OIG Settlement Payment” means the treatment resolving the State of Texas OIG Claims in the fixed amount of \$312,962. In full satisfaction of the State of Texas OIG Settlement Payment, the State of Texas shall receive: (i) 7.82% of the Initial Plan Payment and (ii) a minimum of 7.82% of each Quarterly Payment until the State of Texas OIG Settlement Payment is paid in full.

1.1.94 “State Release Agreement” shall mean the Settlement Agreement executed by the State of Texas and the ABC Defendants attached to this Plan as Exhibit “A.”

1.1.95 “Term Sheet” shall mean the Term Sheet dated November 16, 2016 that evidences the Rohi Settlement, filed at docket number 235.

1.1.96 “TMFPA” shall mean the Texas Medicaid Fraud Prevention Act.

1.1.97 “Unimpaired” means any Claim or Interest that is not Impaired.

1.1.98 “Voting Deadline” means 4:00 p.m. (Central Time) on December 5, 2017.

1.1.99 “West Orem” shall mean Debtor ABC Dentistry West Orem, P.L.L.C.

1.2 **Interpretation.** Unless otherwise specified, all section, article and exhibit references in the Plan are to the respective sections, articles of or exhibits to the Plan, as the same may be amended, waived or modified from time to time. The headings and table of contents in the Plan are for convenience of reference only and shall not limit or otherwise affect the provisions of the Plan. Words denoting the singular number shall include the plural number and vice versa and words denoting one gender shall include the other gender. All exhibits and schedules attached to the Plan are incorporated herein by such attachment.

1.3 **Application of Definitions and Rules of Construction Contained in the Bankruptcy Code.** Words and terms defined in the Bankruptcy Code shall have the same meaning when used in the Plan, unless a different definition is given in the Plan. The rules of construction contained in section 102 of the Bankruptcy Code shall apply to the construction of the Plan.

1.4 **Other Terms.** The words “herein,” “hereof,” “hereto,” “hereunder” and others of similar import refer to the Plan as a whole and not to any particular section, subsection or clause contained in the Plan. A term used herein that is not defined herein shall have the meaning ascribed to that term, if any, in the Bankruptcy Code.



## ARTICLE II.

### ADMINISTRATIVE AND PRIORITY CLAIMS

2.1 **Administrative Claims Bar Date.** Any Holder of a General Administrative Claim against any of the Debtors, except for expenses incurred in the ordinary course of operating the Debtors' business and Claims of governmental units as provided in 11 U.S.C. § 503(b)(1)(D), shall file proof of such General Administrative Claim or application for payment of such General Administrative Claim on or within sixty (60) days after the Confirmation Date. If any holder fails to file such a proof of claim or application within 60 days, the Administrative Claim will be forever barred and extinguished and such Holder shall, with respect to any such Administrative Claim be entitled to no distribution on account of such Administrative Claim under the Plan.

To the extent, if any, post-petition taxes have been incurred by Debtor but are not yet due as of the Effective Date, those taxes shall be paid when due under and in accordance with state law.

2.2 **Payment of General Administrative Claims.** Except to the extent that a Holder of an Allowed General Administrative Claim agrees to less favorable treatment, the Holder of each Allowed General Administrative Claim shall receive, in full and final satisfaction, settlement, release and discharge of and in exchange for such Allowed General Administrative Claim, Cash in an amount equal to the full unpaid amount of such Allowed General Administrative Claim on the later of (a) the Effective Date or as soon as reasonably practicable thereafter if such Administrative Claim is Allowed as of the Effective Date, (b) the date on which such Claim is Allowed or as soon as reasonably practicable thereafter, or (c) with respect to Ordinary Course General Administrative Claims, the date such amount is due in accordance with applicable non-bankruptcy law and the terms and conditions of any applicable agreement or instrument.

2.3 **Payment of Priority Tax Claims.** Except to the extent that a Holder of an Allowed Priority Tax Claim agrees to less favorable treatment, the Holder of each Allowed Priority Tax Claim due and payable on or prior to the Effective Date shall receive, in full and final satisfaction, settlement, release and discharge of and in exchange for such Allowed Priority Tax Claim, at the election of the applicable Debtor or Reorganized Debtor, (a) Cash on the Effective Date or as soon as reasonably practicable thereafter in an amount equal to the full unpaid amount of such Allowed Priority Tax Claim; or (b) commencing on the first Semi-Annual Payment Date following the Initial Distribution Date and continuing over a period not exceeding five (5) years from and after the Petition Date, equal semi-annual Cash payments in an aggregate amount equal to the unpaid portion of such Allowed Priority Tax Claim, together with interest at the applicable rate under non-bankruptcy law, subject to the sole option of the Reorganized Debtors, to prepay the entire amount of the unpaid portion of the Allowed Priority Tax Claim in the ordinary course of business. Any Allowed Priority Tax Claim that is not due and payable on or prior to the Effective Date shall be paid in the ordinary course of business after the Effective Date as and when due under applicable non-bankruptcy law.



2.4 **Payment of United States Trustee Fees.** All fees incurred pursuant to 28 U.S.C. § 1930(a)(6) for time periods prior to entry of the Confirmation Order shall be paid by the Debtor on or before the Effective Date. The Reorganized Debtors shall be responsible for timely payment of fees incurred pursuant to 28 U.S.C. § 1930(a)(6) following the Effective Date.

2.5 **Payment to Professionals.** All final requests for payment of Professional Claims shall be filed and served no later than 60 days after the Effective Date. The deadline for any Entity to object to a final request for payment of a Professional Claim shall be 21 days after the filing of the request. The Bankruptcy Court shall determine the Allowed amounts of such Professional Claims. The Reorganized Debtors shall pay in full Professional Claims in Cash as soon as reasonably practicable after such Claims are Allowed by order of the Bankruptcy Court. Professional fees incurred for services rendered and costs advanced subsequent to the Effective Date shall be the liability of the Reorganized Debtors.

### ARTICLE III.

#### CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS

Subject to all other applicable provisions of the Plan (including its distribution provisions), classified Claims and Interests shall receive the treatment set forth below. The Plan will not provide any distributions on account of a Claim or Interest to the extent that such Claim or Interest has been disallowed, released, withdrawn, waived, settled, or otherwise satisfied or paid as of the Effective Date, including, without limitation, payments by third party guarantors, sureties, or insurers, whether governmental or nongovernmental. The Plan will not provide any distributions on account of a Claim or Interest, the payment of which has been assumed by a third party. Notwithstanding anything to the contrary, no Holder of an Allowed Claim shall, on account of such Allowed Claim, receive a Distribution in excess of the Allowed amount of such Claim.

#### 3.1 **Deemed Substantive Consolidation and Use of Sub-classification**

The Plan shall serve as a motion by the Debtors seeking entry of a Bankruptcy Court order deeming the substantive consolidation of the Debtors' Estates into a single Estate for certain limited purposes related to the Plan, including voting, confirmation, and Distribution. As a result of the deemed substantive consolidation of the Estates, each Class of Claims and Interests will be treated as against a single consolidated Estate without regard to the separate legal existence of the Debtors. The Plan will not result in the merger or otherwise affect the separate legal existence of each Debtor, other than with respect to voting and Distribution rights under the Plan, and otherwise in satisfying the applicable requirements of Bankruptcy Code section 1129. All Claims filed by the same Creditor against more than one Debtor are eliminated, disallowed, and expunged to the extent that such are duplicative Claims. In the event that the Bankruptcy Court does not authorize substantive consolidation, or if the Bankruptcy Court authorizes the Debtors to consolidate for voting and Distribution purposes fewer than all of the Classes of Claims and Interests sought to be consolidated for these purposes, the Debtors may proceed with separate classifications for any such non-consolidated Classes of Claims and Interests, and such non-consolidated Classes of Claims and Interests will be treated as against each individual non-consolidated Debtor for voting and confirmation purposes. In such event,

each Class of Claims and Interests shall be divided in subclasses; one for each of the Debtors, as set forth below.

**PA** - ABC Dentistry, P.A.;

**WO** - ABC Dentistry West Orem, P.L.L.C.;

**OST** - ABC Dentistry Old Spanish Trail, L.L.C.

For example, Class 1 - "Other Priority Claims" -- can be divided into three sub-classes for voting purposes: Class 1-PA, Class 1-WO, and Class 1-OST. Class 1-PA relates to Other Priority Claims asserted against ABC Dentistry, P.A., Class 1-WO relates to Other Priority Claims asserted against ABC Dentistry West Orem, P.L.L.C., and so on. A particular Debtor may have no claims asserted against it in a particular Class.

The treatment and distributions for each such subclass will be the same for each Debtor, as provided in this Article III.

### 3.2 **Class 1. Other Priority Claims.**

3.2.1 **Classification.** Class 1 consists of the Other Priority Claims against the Debtors.

3.2.2 **Treatment.** Class 1 Allowed Other Priority Claims shall be paid in Cash on the later of thirty (30) days after the Effective Date or the date such Claim becomes an Allowed Other Priority Claim, unless the Holder of such Claim agrees to a different treatment.

3.2.3 Class 1 Claims are Unimpaired. In accordance with section 1126(f) of the Bankruptcy Code, the Holders of Allowed Other Priority Claims are conclusively presumed to accept this Plan and are not entitled to vote to accept or reject this Plan, and the votes of such Holders will not be solicited.

### 3.3 **Class 2. Secured Tax Claims.**

3.3.1 **Classification.** Class 2 consists of any Secured Tax Claims against any of the Debtors.

3.3.2 **Treatment.** Except to the extent that a Holder of an Allowed Secured Tax Claim agrees to less favorable treatment, in full and final satisfaction, settlement, release and discharge of and in exchange for its Allowed Secured Tax Claims, each holder of an Allowed Secured Tax Claim shall receive, at the option of the applicable Debtor or Reorganized Debtor, either: (i) Cash on the Effective Date or as soon as reasonably practicable thereafter in an amount equal to the full unpaid amount of such Allowed Secured Tax Claim; or (ii) commencing on the first Semi-Annual Payment Date following the Initial Distribution Date and continuing over a period not exceeding five (5) years from and after the Petition Date, equal semi-annual Cash payments in an aggregate amount equal to the unpaid portion of such Allowed Secured Tax Claim, together with interest at the applicable rate under non-bankruptcy law, subject to the sole option of the Reorganized Debtors to prepay the entire amount of the unpaid portion of

the Allowed Secured Tax Claim in the ordinary course of business. Any Lien securing an Allowed Secured Tax Claim shall be retained until such time that such Allowed Secured Tax Claim is paid in full.

3.3.3 Class 2 Claims are Unimpaired. In accordance with section 1126(f) of the Bankruptcy Code, the Holders of Allowed Secured Claims of Taxing Authorities are conclusively presumed to accept this Plan and are not entitled to vote to accept or reject this Plan, and the votes of such Holders will not be solicited.

3.4 **Class 3. First Bank Secured Claim.**

3.4.1 Classification. Class 3 consists of the First Bank Secured Claim against West Orem.

3.4.2 Treatment. The maturity date of the First Bank Loan Agreement shall be deemed to be modified from May 27, 2019 to May 27, 2020. West Orem's remaining payments under the First Bank Loan Agreement shall be re-amortized from the Effective Date through May 27, 2020 by the Debtors' financial advisor. All other provisions of the First Bank Loan Agreement shall not be deemed to be affected by this Plan.

3.4.3 Liens. First Bank shall retain the First Bank Liens and all other rights as provided under the First Bank Loan Agreement, related loan documents and/or applicable law, except as provided in Section 3.4.2.

3.4.4 The Class 3 Claims are Impaired and the Holder of the First Bank Secured Claim is entitled to vote on the Plan.

3.5 **Class 4. General Unsecured Claims.**

3.5.1 Classification: Class 4 consists of General Unsecured Claims other than Class 5 Claims.

3.5.2 Treatment: The Holders of Allowed General Unsecured Class 4 Claims shall be Paid In Full as follows: the Holder of such Allowed General Unsecured Claim shall receive (i) 50% of the Allowed amount of such Holder's Claim on the Initial Distribution Date and (ii) the remaining 50% of the Allowed amount of such Holder's Claim on the second Semi-Annual Payment Date following the Initial Distribution Date. Notwithstanding the foregoing, Holders of General Unsecured Claims in Class 4 may elect to be treated as a Class 5 Convenience Claim by making such election on the Ballot for Class 4 General Unsecured Claims.

3.5.3 The Class 4 Claims are Impaired and Holders of General Unsecured Claims are entitled to vote on the Plan.

3.6 **Class 5. Convenience Claims.**

3.6.1 Classification: Class 5 consists of Convenience Class Claims.

3.6.2 Treatment: The Holders of Allowed Convenience Class 5 Claims shall be Paid In Full on the Initial Distribution Date.

3.6.3 Class 5 Claims are Unimpaired. In accordance with section 1126(f) of the Bankruptcy Code, the Holders of Allowed Convenience Class Claims will be Paid in Full and are conclusively presumed to accept this Plan and are not entitled to vote to accept or reject this Plan, and the votes of such Holders will not be solicited.

3.7 **Class 6. Rohi Personal Claims.**

3.7.1 Classification. Class 6 consists of the Rohi Personal Claims.

3.7.2 Treatment. In full satisfaction of Rohi Personal Claims, Rohi shall receive the Rohi Portion in accordance with Section 5.2 of this Plan.

3.7.3 Security. The obligations in Section 3.7.2 herein are secured as more fully described in the Security Agreement.

3.7.4 The Class 6 Claims are Impaired and the Holder of the Class 6 Claims is entitled to vote on the Plan. If the Bankruptcy Court approves the Rohi Settlement at the Confirmation Hearing, Rohi will be deemed to have voted to accept the Plan at the Confirmation Hearing, which vote shall be considered a timely acceptance of the Plan; provided that such deemed acceptance is conditioned on the Plan Proponents' proving at the Confirmation Hearing that Rohi is receiving all of the consideration Rohi is entitled to under the Term Sheet.

3.8 **Class 7. Rohi Qui Tam Claims.**

3.8.1 Classification. Class 7 consists of the Rohi Qui Tam Claims.

3.8.2 Treatment. In full satisfaction of Rohi Qui Tam Claims, Rohi shall receive the Rohi Portion and the State of Texas shall receive the State of Texas Portion in accordance with Section 5.2 of this Plan.

3.8.3 Security. The obligations in Section 3.8.2 herein are secured as more fully described in the Security Agreement.

3.8.4 The Class 7 Claims are Impaired and the Holder of the Class 7 Claims is entitled to vote on the Plan. If the Bankruptcy Court approves the Rohi Settlement at the Confirmation Hearing, the State of Texas will be deemed to have voted to accept the Plan at the Confirmation Hearing, which vote shall be considered a timely acceptance of the Plan; provided that such deemed acceptance is conditioned on the Plan Proponents' proving at the Confirmation Hearing that the State of Texas is receiving all of the consideration the State of Texas is entitled to under the Rohi Settlement Agreement.

3.9 **Class 8. State of Texas OIG Claims.**

3.9.1 **Classification.** Class 8 consists of the State of Texas OIG Claims.

3.9.2 **Treatment.** In full satisfaction of the State of Texas OIG Claim, the State of Texas shall receive the State of Texas OIG Settlement Payment in accordance with Section 5.2 of this Plan.

3.9.3 The Class 8 Claims are Unimpaired. If the Bankruptcy Court approves the Rohi Settlement at the Confirmation Hearing, in accordance with section 1126(f) of the Bankruptcy Code, the Holders of State of Texas OIG Claims will be Paid in Full, in accordance with Section 5.2 of this Plan, and will be conclusively presumed to accept this Plan and will not be entitled to vote to accept or reject this Plan, and the votes of such Holders will not be solicited.

3.10 **Class 9. Interests.**

3.10.1 **Classification.** Class 9 consists of the Interests.

3.10.2 **Treatment.** The Holders of Class 9 Interests shall retain the Interests held on the date of the filing of the Chapter 11 Cases.

3.10.3 The Class 9 Claims are Unimpaired. In accordance with section 1126(f) of the Bankruptcy Code, the Holders of Interests are conclusively presumed to accept this Plan and are not entitled to vote to accept or reject this Plan, and the votes of such Holders will not be solicited.

3.11 **Confirmation Pursuant to Sections 1129(a) and 1129(b) of the Bankruptcy Code**

Section 1129(a)(10) of the Bankruptcy Code shall be satisfied for the purposes of Confirmation by acceptance of the Plan by an Impaired Class of Claims; provided, however, that in the event no holder of a Claim with respect to a specific voting Class for a Debtor timely submits a Ballot indicating acceptance or rejection of the Plan, such Class (with respect to such Debtor) will be deemed to have accepted the Plan. The Debtors shall seek Confirmation of the Plan pursuant to section 1129(b) of the Bankruptcy Code with respect to any rejecting Class of Claims or Interests.

**ARTICLE IV.**

**VOTING OF CLAIMS AND INTERESTS**

Classes 3, 4, 6, and 7 Claims are Impaired and therefore are entitled to vote on this Plan. Accordingly, the acceptances of Class 3, 4, 6, and 7 Claims must be solicited. Classes 1, 2, 5, 8, and 9 Claims and Interests are Unimpaired under the Plan and therefore not entitled to vote on the Plan.

## ARTICLE V.

### MEANS FOR EXECUTION OF PLAN

5.1 **Vesting of Property of the Estates in Reorganized Debtors.** On the Effective Date of the Plan, all property of each Debtor and of its Estate shall vest in its respective equivalent Reorganized Debtor free and clear of liens, claims and encumbrances, except as otherwise provided by the terms of the Plan.

5.2 **Rohi Settlement.** The Rohi Settlement is incorporated into this Plan by reference, and this Plan shall be considered a motion of the Plan Proponents for the Bankruptcy Court to approve the Rohi Settlement under Bankruptcy Rule 9019. Pursuant to Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided to Rohi and the State of Texas under this Plan, the provisions of this Plan shall constitute a good faith compromise and settlement of all Claims and controversies relating to the Rohi Litigation and the Claims and Causes of Action against all the ABC Defendants that are released or otherwise addressed in the State Release Agreement. Within 7 days after the Effective Date, Rohi shall dismiss adversary proceeding number 16-03193 (Bankr. S.D. Tex.) and any of the pending proceeding against any of the Plan Proponents with prejudice.

Rohi and the State of Texas agree that the Bankruptcy Court shall determine, under applicable non-Title 11 law, the portion of the Rohi Settlement Payment payable to Rohi and the portion of the Rohi Settlement Payment payable to the State of Texas. Rohi and the State of Texas hereby waive any right to appeal the Bankruptcy Court's division of the Rohi Settlement Payment.

In the Bankruptcy Court's order apportioning the Rohi Settlement Payment, the Bankruptcy Court shall determine the percentage of the Initial Plan Payment that shall be payable to Rohi and the percentage of the Initial Plan Payment that shall be payable to the State of Texas after deducting 7.82% of the Initial Plan Payment that shall be payable to the State of Texas in connection with Section 3.9 of this Plan. The Bankruptcy Court's order shall also determine the percentage of the Quarterly Payments that will be payable to Rohi and the percentage of the Quarterly Payments that shall be payable to the State of Texas after deducting 7.82% of the Quarterly Payments that shall be payable to the State of Texas in connection with Section 3.9 of this Plan

After the Initial Plan Payment is made, the unpaid portion of the Rohi Settlement Payment shall (i) accrue interest at a flat rate of 0.5% per annum until paid, and (ii) be paid in full by December 31, 2022. The Plan Proponents shall be permitted to prepay the Rohi Settlement Payment in full at any time prior to December 31, 2022 without paying a penalty or any amount on account of interest that would have otherwise accrued but for the prepayment.

5.3 **Continuation of Business Operations.** From and after the Effective Date of the Plan, each Reorganized Debtor shall be authorized to continue its normal business operations. Each Reorganized Debtor shall enter into such transactions as it deems advisable, free of any restriction or limitation imposed under any provision of the Bankruptcy Code, except to the extent otherwise provided in the Plan.

5.4 **Dissolution of ABC Density, P.A.** Upon the Effective Date, ABCD shall be deemed dissolved. Jabbary, as Sole Member of ABCD, shall have the power to wind up the affairs of ABCD under applicable state laws in addition to all the rights, powers, and responsibilities conferred by the Bankruptcy Code and the Plan.

5.5 **Source of Funds for Payments Under the Plan.** The Plan Proponents will commit to fund the Plan in an amount sufficient to make all of the required payments under the Plan.

5.6 **Directors and Officers of Reorganized Debtor.** The directors, officers, or members of each Debtor, including Jabbary, are authorized to continue as directors, officers, or members (as applicable) of the Reorganized Debtors from and after the Effective Date of the Plan.

5.7 **Agreements, Instruments and Documents.** All agreements, instruments, and documents required under the Plan to be executed or implemented, together with such others as may be necessary, useful, or appropriate in order to effectuate the Plan shall be executed on or before the Effective Date or as soon thereafter as is practicable. The Reorganized Debtor shall have a power of attorney, coupled with an interest, to execute and deliver any document to the extent that counterparty to such document fails to execute and deliver any document required to effectuate the Plan following 20 days written notice and request to such counterparty.

5.8 **Further Authorization.** The Reorganized Debtors shall be entitled to seek such orders, judgments, injunctions, and rulings from the Bankruptcy Court, in addition to those specifically listed in the Plan, as may be necessary to carry out the intentions and purposes, and to give full effect to the provisions, of the Plan. The Bankruptcy Court shall retain jurisdiction to enter such orders, judgments, injunctions and rulings.

## ARTICLE VI.

### PLAN DISBURSEMENTS

6.1 **Disbursing Agent.** Jabbary shall be deemed to be the Disbursing Agent as of the Effective Date. Jabbary may designate any employee of the Plan Proponents to perform the disbursements that are contemplated by this Plan or perform any of the duties contained in this Article VI. Should Jabbary elect to cease to be affiliated with the Debtors or the Non-Debtor Affiliates, Jabbary must designate a new independent disbursing agent that is not an employee or contractor of the Plan Proponents. Jabbary shall remain the Disbursing Agent until the substitute disbursing agent files a written notice of his or her appointment with the Bankruptcy Court, acknowledging that he or she is bound by the terms of the Plan.

6.2 **Exclusive Rights and Duties of the Disbursing Agent.** The duties of the Disbursing Agent shall be as follows:

6.2.1 **Distribution to Holders of Administrative Claims.** In accordance with Article 2 of the Plan, the Disbursing Agent shall pay the Administrative Claims first out of Cash on hand generated from operations.



6.2.2 Distributions to Holders of Allowed Claims. The Disbursing Agent shall have the sole right and duty to make the distributions provided for hereunder as set forth in Article 3 of the Plan.

6.2.3 Distribution to Holders of Disputed Claims that Subsequently Become Allowed Claims. Payment to each holder of a Disputed Claim, to the extent it ultimately becomes an Allowed Claim, shall be made in accordance with the provisions of the Plan governing the class of claims to which the disputed claim belongs. Payments shall be made within thirty (30) days after the Disputed Claim becomes an Allowed Claim.

6.3 Powers of the Disbursing Agent. The Disbursing Agent shall have full power and authority to do the following:

6.3.1 Make disbursements to Holders of Claims in accordance with Articles 2 and 3 of the Plan.

6.3.2 File all reports required under law, including state and federal tax returns, and pay all taxes incurred by the Estates.

6.3.3 Take any and all actions, including the filing or defense of any civil actions or Claim objections necessary to accomplish the aims of the Plan.

6.3.4 Employ and pay reasonable fees and expenses of such attorneys, accountants and other professionals, as may be deemed necessary to accomplish the above and for which the Disbursing Agent (i) shall be entitled to reserve sufficient Cash to pay the projected fees and costs to such Professionals on a post-confirmation basis, and (ii) shall be authorized to purchase insurance with such coverage and limits as are reasonably necessary, including covering liabilities incurred in connection with its service as Disbursing Agent.

6.3.5 Suspend distribution to any Creditor that has not provided the Disbursing Agent with its Federal Tax Identification number or social security number, as the case may be.

6.4 Presumption of Disbursing Agent's Authority. In no case shall any party dealing with the Disbursing Agent in any manner whatsoever be obligated to see that the terms of its engagement have been complied with, or be obligated or privileged to inquire into the necessity or expediency of any act of the Disbursing Agent, or to inquire into any other limitation or restriction of the power and authority of the Disbursing Agent, but as to any party dealing with the Disbursing Agent in any manner whatsoever in relation to the assets, the power of the Disbursing Agent to act or otherwise deal with said property shall be absolute except as provided under the terms of the Plan.

6.5 Limitation on Disbursing Agent's Liability.

6.5.1 Except gross negligence or willful misconduct, no recourse shall ever be had directly or indirectly against the Disbursing Agent personally or against any employee of the Disbursing Agent by legal or equitable proceedings or by virtue of any



statute or otherwise, nor upon any promise, contract, instrument, undertaking, obligation, covenant or agreement whatsoever executed by the Disbursing Agent pursuant to this Plan, or by reason of the creation of any indebtedness by the Disbursing Agent for any purpose authorized by the Plan, it being expressly understood and agreed that all such liabilities, covenants and agreements of the Disbursing Agent or any such employee, whether in writing or otherwise shall be enforceable only against and be satisfied only out of the assets of the Estates and every undertaking, contract, covenant or agreement entered into in writing by the Disbursing Agent shall provide expressly against the personal liability of the Disbursing Agent.

6.5.2 The Disbursing Agent shall not be liable for any act the Disbursing Agent may do or omit to do as Disbursing Agent hereunder while acting in good faith and in the exercise of the best judgment of the Disbursing Agent and the fact that such act or omission was advised, directed or approved by an attorney acting as attorney for the Disbursing Agent, shall be evidence of such good faith and best judgment; nor shall the Disbursing Agent be liable in any event except for gross negligence or willful default or misconduct of the Disbursing Agent.

6.6 **Delivery of Distributions.** Subject to Bankruptcy Rule 9010 and the provisions of the Plan, distributions to a Holder of an Allowed Claim shall be made at the address of such Holder as set forth on the proofs of Claim filed by such Holders (or at the last known addresses of such a Holder if no proof of claim or proof of interest is filed or if the Disbursing Agent has been notified in writing of a change of address), except as provided below. If any Holder's distribution is returned as undeliverable, no further distributions to such Holder shall be made unless and until the Disbursing Agent is notified of such Holder's then current address, at which time all missed distributions shall be made to such Holder without interest. Amounts in respect of undeliverable distributions shall be returned to the Disbursing Agent until such distributions are claimed.

6.7 **Time Bar for Cash Payments.** Checks issued by the Disbursing Agent in respect of Allowed Claims shall be null and void if not negotiated within six (6) months after the date of issuance thereof. Requests for reissuance of any check shall be made directly to the Disbursing Agent by the Holder of the Allowed Claim with respect to which such check originally was issued. Any Claim in respect of such a voided check shall be made on or before the later of (a) the first anniversary of the Effective Date or (b) ninety (90) days after the date of reissuance of such check. After such date, all Claims in respect of void checks shall be discharged and forever barred.

6.8 **Unclaimed Property.** If any Person entitled to receive distributions under the Plan cannot be located within a reasonable period of time after the Effective Date, the distributions such Person would be entitled to receive shall be held by the Disbursing Agent in a segregated account. If the Person entitled to any such distributions is located within six (6) months after the Effective Date, such distributions shall be paid and distributed to such Person. If such Person cannot be located within such period, such distributions shall be returned to the applicable Reorganized Debtor and such Person shall have waived and forfeited its right to such distributions. Nothing contained in this Plan shall require the Disbursing Agent to attempt to locate such Person. It is the obligation of each Person claiming rights under the Plan to keep the

Disbursing Agent advised of current address by sending written notice of any changes to the Disbursing Agent.

6.9 **Minimum Payment.** The minimum amount of any distribution shall be \$25. If a payment anticipated by the Plan is due in an amount less than \$25, then such payments is hereby waived and the funds shall be retained by the applicable Reorganized Debtor.

6.10 **Fractional Dollars.** Any other provision of the Plan notwithstanding, no payments of fractional dollars will be made to any Holder of an Allowed Claim. Whenever any payment of a fraction of a dollar to any holder of an Allowed Claim would otherwise be called for, the actual payment made will reflect a rounding of such fraction to the nearest whole dollar (up or down).

6.11 **Distribution Dates.** Whenever any distribution to be made under the Plan is due on a day other than a Business Day, such distribution will instead be made, without penalty or interest, on the next Business Day. The Bankruptcy Court shall retain power, after the Confirmation Date, to extend distribution dates for cause, upon motion and after notice and a hearing (as defined in section 102 of the Bankruptcy Code) to affected parties.

6.12 **Orders Respecting Claims Distribution.** After confirmation of the Plan, the Bankruptcy Court shall retain jurisdiction to enter orders in aid of consummation of the Plan respecting distributions under the Plan and to resolve any disputes concerning distributions under the Plan.

## ARTICLE VII.

### CLAIMS ALLOWANCE

7.1 **Allowance of Claims under the Plan.** Allowance is a procedure whereby the Bankruptcy Court determines the amount and enforceability of a Claim against a Debtor, if the parties cannot agree upon such allowance. It is expected that a Debtor and/or the Disbursing Agent will file objections to Claims, if any are deemed necessary, before and after confirmation of the Plan. The Plan merely provides for payment of Allowed Claims, but does not attempt to pre-approve the allowance of any Claims. From and after the Confirmation Date, no Claim may be filed, nor shall any amendment be filed, to increase or assert additional claims not reflected in an already filed Claim. Any such Claim or amendment shall be deemed disallowed and expunged from the Bankruptcy Court's Claims Register.

7.2 **Objection Deadline.** Objections to Claims may be filed at any time until one hundred twenty (120) days after the Effective Date, unless extended by order of the Bankruptcy Court. Objections to Claims shall be filed with the Bankruptcy Court and served upon the Holders of each of the Claims to which objections are made.

7.3 **Prosecution of Objections.** On and after the Effective Date, except as the Bankruptcy Court may otherwise order, the filing, litigation, settlement or withdrawal of all objections to Claim may be made only by the Reorganized Debtor and/or Disbursing Agent.

## ARTICLE VIII.

### EXECUTORY CONTRACTS AND LEASES

8.1 **Assumption of Certain Executory Contracts.** The Debtor hereby rejects the executory contracts and leases set forth in Exhibit “B” to the Plan. All executory contracts not expressly rejected under this Plan or rejected pursuant to an order of the Bankruptcy Court are hereby assumed by the Debtors. For the avoidance in doubt, the Debtors assume the following: (i) all licenses issued to the Debtors by governmental authorities; (ii) all Medicaid provider agreements; (iii) all employment and severance policies, and all compensation and benefits plans, policies and programs of the Debtors applicable to their respective employees, retirees and non-employee directors, including, without limitation, all savings plans, retirement plans, healthcare plans, disability plans, severance benefit plans, incentive plans and life and accidental death and dismemberment insurance plans; and (iv) insurance policies to which any Debtor is a party as of the Effective Date. Any objections by a counterparty to an Executory Contract regarding the assumption of the contract or the proposed cure amounts shall be filed by the Confirmation Objection Deadline and be heard by the Bankruptcy Court at the Confirmation Hearing. Any counterparty that fails to timely object to the cure amount shall be deemed to have assented to such assumption and/or cure amount. Except as specifically provided for herein, the Debtor shall pay all cure amounts in the amount listed on Exhibit “C” on or before thirty (30) days after the bar date for Administrative Claims set forth in paragraph 2.1.

8.2 **Rejection Damages Bar Date.** Any Claims arising from rejection of an executory contract or lease must be filed on or before twenty (20) days from the Effective Date. Otherwise, such Claims are forever barred and will not be entitled to share in any distribution under the Plan. Any Claims arising from rejection, if timely filed and allowed, will be treated as Class 4 General Unsecured Claims.

## ARTICLE IX.

### MODIFICATION OR REVOCATION OF THE PLAN

9.1 **Plan Modifications.** This Plan may be amended, modified or supplemented by the Plan Proponents in the manner provided for by section 1127 of the Bankruptcy Code or as otherwise permitted by law, without resolicitation or additional disclosure pursuant to section 1125 of the Bankruptcy Code, except as otherwise ordered by the Bankruptcy Court. In addition, after the Confirmation Date, so long as such action does not materially and adversely affect the treatment of Holders of Allowed Claims or Allowed Interests pursuant to this Plan, the Plan Proponents may remedy any defect or omission or reconcile any inconsistencies in this Plan or the Confirmation Order with respect to such matters as may be necessary to carry out the purposes of effects of this Plan, and any Holder of a Claim or Interest that has accepted this Plan shall be deemed to have accepted this Plan as amended, modified or supplemented.

9.2 **Certain Technical Amendments.** Prior to the Effective Date, the Plan Proponents may make appropriate technical amendments and modifications to this Plan without further order or approval of the Bankruptcy; provided, that such technical adjustments and

modifications do not adversely affect the treatment of Holders of Claims or Interests under this Plan.

## ARTICLE X.

### CONDITIONS PRECEDENT

10.1 **Conditions to Confirmation.** Confirmation of the Plan shall not occur and the Bankruptcy Court shall not enter the Confirmation Order unless all of the requirements of the Bankruptcy Code for confirmation of the Plan with respect to each Debtor shall have been satisfied. In addition, confirmation shall not occur, the Plan shall be null and void and of no force and effect, and the Plan shall be deemed withdrawn unless the Bankruptcy Court shall have entered all orders (which may be orders included within the Confirmation Order) required to implement the Plan.

10.2 **Waiver and Nonfulfillment of Conditions to Confirmation.** Nonfulfillment of any condition to confirmation of the Plan may be waived only by the Plan Proponents. In the event the Plan Proponents determine that the conditions to the Plan's confirmation which they may waive cannot be satisfied and should not, in their discretion, be waived, the Plan Proponents may propose a new plan, may modify this Plan as permitted by law or may request other appropriate relief.

10.3 **Confirmation Order Provisions for Pre-Effective Date Actions.** The Confirmation Order shall empower and authorize the Debtors to take or cause to be taken, prior to the Effective Date, all actions which are necessary to enable it to implement the provisions of the Plan and satisfy all other conditions precedent to the effectiveness of the Plan.

10.4 **Conditions to the Effective Date.** The following are conditions precedent to the effectiveness of the Plan, subject to the Plan Proponents' right to waive any such conditions:

10.4.1 The Bankruptcy Court shall have entered an order approving the Rohi Settlement, which could be the Confirmation Order;

10.4.2 The Confirmation Order shall have been duly entered and shall be a Final Order and the Plan shall be in form and substance acceptable to the Plan Proponents;

10.4.3 The State of Texas and the ABC Defendants have executed the State Release Agreement in form and substance acceptable to the Plan Proponents and the State;

10.4.4 The Plan Proponents do not withdraw the Plan at any time prior to the Effective Date;

10.4.5 The Bankruptcy Court will have entered an order vacating the May 31, 2016 summary judgment order;

10.4.6 The Disbursing Agent will have disbursed the funds that are currently being held by the Clerk to Rohi and the State of Texas in conformance with the Confirmation Order; and

10.4.7 The Debtors shall have sufficient Cash on hand or otherwise available to make the initial payments and distributions required under the Plan.

## ARTICLE XI.

### JURISDICTION OF THE BANKRUPTCY COURT

11.1 **Retention of Jurisdiction.** Notwithstanding entry of the Confirmation Order or the Effective Date having occurred, the Bankruptcy Court shall retain exclusive jurisdiction of this case after the Confirmation Date with respect to the following matters:

11.1.1 To allow, disallow, reconsider (subject to section 502(j) of the Bankruptcy Code and the applicable Bankruptcy Rules) Claims and to hear and determine any controversies pertaining thereto;

11.1.2 Decide and resolve all matters related to the granting and denying, in whole or in part, of any applications for allowance of compensation or reimbursement of expenses to Professionals authorized pursuant to the Bankruptcy Code or the Plan;

11.1.3 Adjudicate, decide or resolve any motions, adversary proceedings, contested or litigated matters, and any other matters, and grant or deny any applications involving a Debtor that may be pending on the Effective Date;

11.1.4 Adjudicate, decide or resolve any and all matters related to Causes of Action against any of the Debtors pending before the Bankruptcy Court on the Effective Date;

11.1.5 Adjudicate, decide or resolve any Cause of Action asserted against any of the Debtors whether or not such Cause of Action was pending as of the Effective Date;

11.1.6 Adjudicate, decide or resolve any and all matters related to section 1141 of the Bankruptcy Code;

11.1.7 Issue injunctions, enter and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any Entity with enforcement of the Plan;

11.1.8 Resolve any cases, controversies, suits, disputes or Causes of Action with respect to the existence, nature and scope of the releases, injunctions, and other provisions contained in the Plan and enter such orders as may be necessary or appropriate to implement such releases, injunctions, and other provisions;

11.1.9 Adjudicate any and all disputes arising from, or relating to, Distributions under the Plan;

11.1.10 To resolve controversies and disputes regarding the interpretation and implementation of the Plan, including entering orders to aid, interpret or enforce the Plan and to protect the Plan Proponents and any other entity having rights under the Plan as may be necessary to implement the Plan;

11.1.11 To hear and determine any and all applications, contested matters, or adversary proceedings arising out of or related to this Plan or this case or as otherwise might be maintainable under the applicable jurisdictional scheme of the Bankruptcy Code prior to or after confirmation and consummation of the Plan whether or not pending on the Confirmation Date;

11.1.12 To enter and implement such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, reversed, revoked or vacated;

11.1.13 To liquidate or estimate damages or determine the manner and time for such liquidation or any claim estimation under 11 U.S.C. § 502(c) in connection with any contingent or unliquidated Claim;

11.1.14 To adjudicate all Claims to any lien on any of the Debtors' assets;

11.1.15 To hear and determine matters concerning state, local and federal taxes pursuant to the Bankruptcy Code, including (but not limited to) sections 346, 505 and 1146 thereof and to enter any order pursuant to section 505 of the Bankruptcy Code or otherwise to determine any tax of the Debtors, whether before or after confirmation, including to determine any and all tax effects of the Plan;

11.1.16 To correct any defect, cure any omission, or reconcile any inconsistency in the Plan or the Confirmation Order as may be necessary to carry out the purposes and intent of the Plan or to modify the Plan as provided by applicable law;

11.1.17 To determine all questions and disputes regarding title to assets and shares of the Debtors, Reorganized Debtors or of the Estates, as may be necessary to implement the Plan;

11.1.18 To enforce and to determine actions and disputes concerning the releases and injunctions contemplated by the Plan and to require persons holding Claims being released to release Claims in compliance with the Plan;

11.1.19 To interpret and enforce the terms of and obligations set forth in the Rohi Settlement;

11.1.20 To fix the value of collateral in connection with determining Claims;

11.1.21 To enter a final decree closing the case and making such final administrative provisions for the case as may be necessary or appropriate; and

11.1.22 To, even after entry of a final decree, hear any cases enforcing Bankruptcy Code section 525.



11.2 **Failure of the Bankruptcy Court to Exercise Jurisdiction.** If the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising in, arising under or related to the Chapter 11 case, including the matters set forth in Section 11.1 of the Plan, this Article XI shall have no effect upon and shall not control, prohibit or limit the exercise of jurisdiction by any other court having jurisdiction with respect to such matter.

## ARTICLE XII.

### EFFECT OF CONFIRMATION

12.1 **Binding Effect.** As provided for in section 1141(d) of the Bankruptcy Code, the provisions of the Plan shall bind the Debtors, any entity acquiring property under the Plan and any Holder of a Claim or Interest, whether or not the Claim or Interest is impaired under the Plan and whether or not such Holder has accepted the Plan, and the United States and any licensing authority. After confirmation, the property dealt with by the Plan shall be free and clear of all Claims and Interests, except to the extent as provided for in the Plan as the case may be.

12.2 **Satisfaction of Claims and Interests.** Holders of Claims and Interests shall receive the distributions provided for in this Plan, if any, in full settlement and satisfaction of all such Claims, and any interest accrued thereon, and all Interests.

12.3 **Vesting of Property.** Except as otherwise expressly provided in the Plan or the Confirmation Order, pursuant to section 1141(b) of the Bankruptcy Code, upon the Effective Date, all Property and assets of the Estates shall vest in the respective Reorganized Debtors free and clear of all Claims, liens, encumbrances, charges or other interests. Moreover, all licenses and permits held by each Debtor shall continue be held by its Reorganized Debtor counterpart. Subject to the terms of this Plan, on and after the Effective Date, the Reorganized Debtors may operate their businesses and may use, acquire and dispose of property and prosecute, compromise or settle any Claims (including any Administrative Expense Claims) and causes of action without supervision of or approval by the Bankruptcy Court and free and clear of any restrictions of the Bankruptcy Code or the Bankruptcy Rules other than restrictions expressly imposed by this Plan or the Confirmation Order.

12.4 **Discharge of the Debtors.** Pursuant to section 1141(d) of the Bankruptcy Code and effective as of the Effective Date, and except as otherwise specifically provided in the Plan: (a) the distributions, rights and treatment that are provided in the Plan shall be in complete satisfaction, discharge and release of all Claims of any nature whatsoever, including any interest accrued on Claims from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against, the Debtors, the Reorganized Debtors or any of their assets, properties or Estates, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims, including demands, liabilities and Causes of Action that arose before the Effective Date; (b) the Plan shall bind all holders of Claims, notwithstanding whether any such holders failed to vote to accept or reject the Plan or voted to reject the Plan; (c) all Claims shall be satisfied, discharged, and released in full, and the Debtors' liability with respect thereto shall be extinguished completely, including all debts of the kind specified in

sections 502(g), 502(h) or 502(i) of the Bankruptcy Code, in each case whether or not (i) a Proof of Claim based upon such debt or right is filed or deemed filed pursuant to section 501 of the Bankruptcy Code; (ii) a Claim based upon such debt or right is Allowed; or (iii) the holder of such a Claim has accepted the Plan or is entitled to receive a distribution hereunder; and (d) all Entities shall be precluded from ever asserting against the Debtors, the Debtors' Estates, the Reorganized Debtors, their successors and assigns, and their assets and properties any Claims based upon any documents, instruments, or any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date. The Confirmation Order shall be a judicial determination of the discharge of all Claims subject to the Effective Date occurring. Any Entity that does not object to the scope of the discharge in this Section 12.4 by the Confirmation Objection Deadline will be deemed to have waived any right to determine, or otherwise challenge, the dischargeability of any debt against any of the Debtors under 11 U.S.C. § 1141.

12.5 **Exculpation.** Notwithstanding anything herein to the contrary, the Exculpated Parties shall neither have nor incur any liability to any Entity for any Bankruptcy-Related Action; provided that nothing in the foregoing "Exculpation" shall exculpate any Entity from any liability resulting from any act or omission that is determined by Final Order to have constituted fraud, willful misconduct, gross negligence, or criminal conduct; provided that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning his, her or its duties pursuant to, or in connection with, the Plan or any other related document, instrument, or agreement.

Notwithstanding anything herein to the contrary, as of the Effective Date, pursuant to section 1125(e) of the Bankruptcy Code, the Plan Proponents, their attorneys, their financial advisors, and other professional advisors, representatives and agents upon appropriate findings of the Bankruptcy Court will be deemed to have solicited acceptance of the Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code, and to have participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code, in the offer, issuance, sale, or purchase of a security, offered or sold under the Plan of a Reorganized Debtor, and shall not be liable to any Entity on account of such solicitation or participation.

In addition to the protections afforded in this Section 12.5 to the Plan Proponents and their professionals, and not in any way reducing or limiting the application of such protections, the Bankruptcy Court retains exclusive jurisdiction over any and all Causes of Action asserted against any Plan Proponent for any Bankruptcy-Related Action that are not otherwise exculpated or enjoined by this Plan.

12.6 **Injunction.** EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN OR FOR OBLIGATIONS ISSUED PURSUANT HERETO, ALL ENTITIES WHO HAVE HELD, HOLD OR MAY HOLD CLAIMS, CAUSES OF ACTION OR ARE SUBJECT TO EXCULPATION PURSUANT TO SECTION 12.5 ARE PERMANENTLY ENJOINED, FROM AND AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS AGAINST, AS APPLICABLE, THE DEBTORS OR THE REORGANIZED DEBTORS: (1) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR PROCEEDING, OF ANY KIND, ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR CAUSES OF ACTION, INCLUDING UNDER CHAPTER 36 OF THE TEXAS HUMAN RESOURCES CODE; (2) ENFORCING,



ATTACHING, COLLECTING OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE OR ORDER AGAINST SUCH DEBTORS OR REORGANIZED DEBTORS ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR CAUSES OF ACTION; (3) CREATING, PERFECTING OR ENFORCING ANY ENCUMBRANCE OF ANY KIND AGAINST THE DEBTORS OR THE PROPERTY OR ESTATES OF THE DEBTORS ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR CAUSES OF ACTION; (4) ASSERTING ANY RIGHT OF RECOUPMENT, SETOFF OR SUBROGATION OF ANY KIND AGAINST ANY OBLIGATIONS DUE FROM THE DEBTORS, THE REORGANIZED DEBTORS, OR AGAINST THE PROPERTY OR INTERESTS IN PROPERTY OF THE DEBTORS ON ACCOUNT OF ANY SUCH CLAIM OR CAUSE OF ACTION; AND (5) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR CAUSES OF ACTION RELEASED, SETTLED, EXCULPATED OR DISCHARGED PURSUANT TO THE PLAN OR CONFIRMATION ORDER. THIS INJUNCTION ALSO PERMITS THE REORGANIZED DEBTOR TO ENFORCE 11 U.S.C. § 525(A) UPON IMPROPER REVOCATION OR RESTRICTION OF LICENSES.

FURTHER, IN CONSIDERATION OF THE ROHI SETTLEMENT, ANY AND ALL ENTITIES ARE HEREBY ENJOINED FROM CONTINUING, PURSUING, OR INITIATING ANY CLAIM OR CAUSE OF ACTION AGAINST ANY OF THE PLAN PROPONENTS RELATED TO ANY OF THE CLAIMS OR CAUSES OF ACTION THAT ARE THE SUBJECT OF THE ROHI LITIGATION.

12.7 **Preservation of Setoff Rights.** In the event that a Debtor has a claim of any nature whatsoever against a Holder of a Claim, the Debtor may, but is not required to setoff against such Claim (and any payments or other distributions to be made in respect of such Claim hereunder), subject to the provisions of section 553 of the Bankruptcy Code. Neither the failure to setoff nor the allowance of any Claim under the Plan shall constitute a waiver or release by the Debtors of any claim that any Debtor has against any Holder of a Claim.

12.8 **Releases by the Debtors.** On the Effective Date and pursuant to section 1123(b)(3)(A) of the Bankruptcy Code, the Debtors, and to the maximum extent provided by law, its agents, release and forever discharge all Avoidance Actions (except those related to the claim objection process) and other claims, including acts taken or omitted to be taken in connection with or related to the formulation, preparation, dissemination, implementation, confirmation or consummation of the Plan, the Disclosure Statement or any contract, instrument, release or other agreement or document created or entered into or any other act taken or entitled to be taken in connection with the Plan or those Chapter 11 Cases against the following, whether known or unknown:

The Debtors' Professionals, other than claims based on willful misconduct or the release of which is otherwise restricted by the Texas Disciplinary Rules of Professional Conduct.

12.9 **Releases of the ABC Defendants by the State of Texas.** This plan shall fully incorporate the terms of the State Release Agreement.

12.10 **Lawsuits.** In addition to the provisions of Article 5.2 herein, on the Effective Date, all lawsuits, litigations, administrative actions or other proceedings, judicial or administrative, in connection with the assertion of Claims or Causes of Action against any of the Debtors and any guarantor except proofs of claim and/or objections thereto pending in the Bankruptcy Court shall be dismissed as to the Debtors. Such dismissal shall be with prejudice to the assertion of such Claim in any manner other than as prescribed by the Plan. All parties to any such action shall be enjoined by the Bankruptcy Court by the Confirmation Order from taking any action to impede the immediate and unconditional dismissal of such actions. All lawsuits, litigations, administrative actions or other proceedings, judicial or administrative, in connection with the assertion of a claim(s) by any of the Debtors or any entity proceeding in the name of or for the benefit of any of the Debtors against a person shall remain in place only with respect to the claim(s) asserted by such Debtor or such other entity, and shall become property of the applicable Reorganized Debtor to prosecute, settle or dismiss as it sees fit.

12.11 **Insurance.** Confirmation and consummation of the Plan shall have no effect on insurance policies of the Debtors or Reorganized Debtors in which the Debtors or any of the Debtors' representatives or agents is or was the insured party; the Reorganized Debtors shall become the insured party under any such policies without the need of further documentation other than the Plan and entry of the Confirmation Order. Each insurance company is prohibited from denying, refusing, altering or delaying coverage on any basis regarding or related to the Debtors' bankruptcy, the Plan or any provision within the Plan.

12.12 **U.S. Trustee Fees.** The Debtor shall timely pay post-Effective Date quarterly fees assessed pursuant to 28 U.S.C. § 1930(a)(6) until such time as the Bankruptcy Court enters a final decree closing these Chapter 11 Cases, or enters an order either converting these cases to cases under Chapter 7 or dismisses the Chapter 11 Cases. After confirmation, the Reorganized Debtor shall file with the Bankruptcy Court and shall transmit to the United States Trustee quarterly a true and correct statement of all disbursements made by them in a format prescribed by the United States Trustee.

12.13 **Term of Stays.** Except as otherwise provided in the Plan, the stay provided for in these Chapter 11 Cases pursuant to section 362 of the Bankruptcy Code shall remain in full force and effect until the Effective Date. This Section 12.13 shall not limit the effect or force of the injunction in Sections 12.6.

### ARTICLE XIII.

#### MISCELLANEOUS PROVISIONS

13.1 **Corporate Authority.** All actions and transactions contemplated under the Plan shall be authorized upon confirmation of the Plan without the need of formal resolutions, approval, notice or meetings, other than the notice provided by serving this Plan on all known Holders of Claims and Interests and all current officers and directors of the Debtors.

13.2 **Documentation.** The Debtors, all Holders of Claims and Interests and other parties in interest required to execute releases, termination statements, deeds, bills of sale or other documents required by the Plan, shall be ordered and directed to execute such documents as are necessary in order to effectuate the terms of this Plan. The Bankruptcy Court may determine that the failure of any party to execute a required document shall constitute contempt of the Confirmation Order, which shall require such documents to be executed in accordance with the terms of the Plan and the Confirmation Order. On the Effective Date, all documents and instruments contemplated by the Plan not requiring execution and delivery prior to the Confirmation Date shall be executed and delivered by the Debtors and Holders of Claims and Interests, as the case may be.

13.3 **Integration Clause.** This Plan is a complete, whole, and integrated statement of the binding agreement between the Plan Proponents, Holders of Claims and Interests and other parties-in-interest upon the matters herein. Parole evidence shall not be admissible in an action regarding this Plan or any of its provisions.

13.4 **Primacy of the Plan and Confirmation Order.** To the extent of any conflict or inconsistency between the provisions of the Plan on the one hand, and the Confirmation Order on the other hand, the provisions of the Confirmation Order shall govern and control.

13.5 **Severability.** Should the Bankruptcy Court determine that any provision of the Plan is unenforceable either on its face or as applied to any Claim or Interest or transaction or as to any Holder of any Claim or Interest, the Plan Proponents may modify the Plan as provided herein so that such provision shall not be applicable to the Holder of any Claim or Interest. Such a determination of unenforceability shall not (a) limit or affect the enforceability and operative effect of any other provision of the Plan or (b) require the resolicitation of any acceptance or rejection of the Plan.

13.6 **No Admission.** Neither the filing of the Plan, nor Disclosure Statement, nor any statement or provision contained herein, nor the taking by the Plan Proponents of any action with respect to the Plan shall (i) be or be deemed to be an admission against interest and (ii) until the Effective Date, be or be deemed to be a waiver of any rights which the Plan Proponents may possess against any other party. In the event that the Effective Date does not occur, neither the Plan, Disclosure Statement nor any statement contained herein may be used or relied upon in any manner in any suit, action, proceeding or controversy within or outside of the Debtors' Chapter 11 Cases.

13.7 **Bankruptcy Restrictions.** From and after the Effective Date, the Debtors shall no longer be subject to the restrictions and controls provided by the Bankruptcy Code or Bankruptcy Rules (e.g., section 363, section 364, rule 9019), the Bankruptcy Court, or the United States Trustee's guidelines. The Disbursing Agent may, on behalf of the Debtors, compromise Claims and/or controversies post-Effective Date without the need of notice or Bankruptcy Court approval. No monthly operating reports will be filed after the Effective Date; however, the Disbursing Agent shall provide the U.S. Trustee such financial reports as provided above and as the U.S. Trustee may reasonably request until the entry of a final decree.

13.8 **Governing Law**. Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules) or the law of the jurisdiction of organization of any entity, the internal laws of Texas shall govern the construction and implementation of the Plan and any agreements, documents and instruments executed in connection with the Plan or the Chapter 11 Cases, including the documents executed pursuant to the Plan.

13.9 **Closing of Case**. As soon as the Debtors have either obtained substantial consummation or otherwise performed its obligations under the Plan, the Reorganized Debtors shall seek the entry of an Order of the Bankruptcy Court closing this case.

13.10 **Successors and Assigns**. The rights, benefits and obligations of any entity named or referred to in the Plan shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor or assign of such entity.

13.11 **Notices**. All notices or requests in connection with the Plan shall be in writing and given by mail addressed to:

ABC Dentistry, P.A.  
1500 Southmore Avenue  
Pasadena, TX 77502  
Attn: Iraj S. Jabbary, DDS

with copies by e-mail and mail to:

Omar J. Alaniz  
Baker Botts LLP  
2001 Ross Avenue  
Dallas, Texas 75201  
omar.alaniz@bakerbotts.com

All notices and requests to any Holder of a Claim or Interest in any Class shall be sent to such Holder at its last known address or to the last known address of its attorney of record in the Chapter 11 Cases. Any such holder of Claim or Interest may designate in writing any other address for purposes of this Section, which designation will be effective upon receipt by the Debtors.

13.12 **Validity and Enforceability**. 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 accordance with the foregoing, is valid and enforceable pursuant to its terms. Should any provision in this Plan be determined by the Bankruptcy Court or any appellate court to be unenforceable following the Effective Date, such determination shall in no way limit the enforceability and operative effect of any and all other provisions of this Plan.

13.13 **Plan Supplement**. Any and all exhibits or schedules not filed with the Plan shall be contained in a Plan Supplement to be filed no later than ten (10) days prior to the Voting Deadline.

13.14 **Post-Effective Date Service.** After the Effective Date, the Debtors are authorized to limit the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Entities that have filed renewed requests for service.

ABC DENTISTRY, P.A.  
ABC DENTISTRY WEST OREM, P.L.L.C.  
ABC DENTISTRY OLD SPANISH TRAIL,  
P.L.L.C.  
ABC DENTISTRY HILLCROFT, P.L.L.C.,  
ABC DENTISTRY PASADENA, P.A.  
IRAJ S. JABBARY, DDS

By: /s/ Iraj S. Jabbary  
Iraj S. Jabbary, DDS

**Plan Exhibit A**

**State Release Agreement**

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

IN RE:	§	Chapter 11
	§	
ABC DENTISTRY, P.A., <i>et al.</i>	§	Case No. 16-34221
	§	
DEBTORS.	§	Jointly Administered

**SETTLEMENT AGREEMENT**

The undersigned parties, State of Texas (“TEXAS” or “STATE”)<sup>1</sup>; Debtor Defendants ABC Dentistry, P.A. (“ABC PA”); ABC Dentistry West Orem, P.L.L.C. (“ABC WO”); and ABC Dentistry Old Spanish Trail, P.L.L.C. (“ABC OST”) (collectively referred to herein as “DEBTORS” or “DEBTOR DEFENDANTS”); as well as Defendants Iraj S. Jabbarly, DDS (“Jabbarly”); ABC Dentistry Pasadena, PA (“ABC Pasadena”); and ABC Dentistry Hillcroft, PLLC (“ABC Hillcroft”) (collectively referred to herein as the “NON-DEBTOR DEFENDANTS”)<sup>2</sup> now sign this document to memorialize the terms of their agreement under § 154.071 of the Texas Civil Practice & Remedies Code.

The parties and their attorneys thoroughly reviewed the document and made or had the opportunity to make any changes to it that the parties desired. The parties sign this agreement of their own free will and without duress, relying on their own understanding of the agreement and the advice of their attorneys.

The agreement is:

1. The DEFENDANTS, including Dr. Jabbarly individually, agree that they shall be jointly and severally liable to make a total payment in the amount of FOUR MILLION DOLLARS (\$4,000,000.00) (the “Settlement Amount”) under the terms and conditions in the Amended Term Sheet executed by the Defendants and Dr. Rohi dated July 26, 2017 except as modified herein. The Settlement Amount will be paid in installments. The first installment will be at least in the amount of \$500,000.00 paid pursuant to an order of the Bankruptcy Court as provided in paragraph 6 herein. The remainder of the payments shall be made in equal quarterly installments through December 31, 2022 (the “Settlement Payment Obligation”). Interest shall accrue at a flat rate of 0.5% per annum. The entire Settlement Amount will be paid in full by December 31, 2022 (the “Payment Period”).

2. There shall be no prepayment penalty.

<sup>1</sup> The “State” or “Texas” means the Civil Medical Fraud Division of the Texas Attorney General’s Office (“OAG”), the Texas Health and Human Services Commission (“HHSC”), and the Texas Health and Human Services Commission’s Office of the Inspector General (“OIG”).

<sup>2</sup> The DEBTOR DEFENDANTS and NON-DEBTOR DEFENDANTS are collectively referred to herein as the “DEFENDANTS.”

3. Subject to existing liens, to secure the DEFENDANTS' obligations in this Settlement Agreement, the DEFENDANTS, except Dr. Jabbary individually, will grant a security interest on substantially all assets except equipment, and the DEFENDANTS shall be entitled to incur secured equipment financing. All DEFENDANTS, including Dr. Jabbary individually, and the STATE agree to cooperate in the execution of a mutually agreeable secured promissory note and security agreement in form substantially similar as the promissory note and security agreement that the DEFENDANTS negotiated with the RELATOR and filed as a plan supplement on or before November 23, 2017. The Parties to this Settlement Agreement agree to cooperate in good faith in the event the DEFENDANTS desire to incur secured debt financing for business operations purposes, such that they will not unreasonably withhold consent to the incurrence of secured indebtedness (which may require the subordination of their liens) related to transactions that are intended to benefit the business operations of the DEFENDANTS or their affiliates.

4. In consideration for the Settlement Payment, the Parties agree to the releases set forth in the attached Exhibit A.

5. The Parties agree that this Settlement Agreement supersedes the previous term sheets executed by RELATOR ROHI and DEFENDANTS on November 16, 2016 and on July 26, 2017 to the extent that any terms herein are inconsistent with the terms in those term sheets. Debtors shall amend their Plan of Reorganization to incorporate the terms of this Settlement Agreement.

6. DEFENDANTS expressly acknowledge and agree that they are not entitled to direct or influence in any way the manner in which the Settlement Amount is allocated or divided in any way. The STATE and RELATOR ROHI have agreed to waive any right to appeal the decision that Judge Isgur rendered in connection with the division of the Settlement Amount as between the STATE and RELATOR.

7. The DEFENDANTS shall provide an amortization schedule that provides for pro rata payments of the portion of the Settlement Amount allocated to the STATE by the Bankruptcy Court in the total amount of \$1,599,000, plus applicable interest. These pro rata payments shall be made contemporaneously with payments made to the Relator, Dr. Saeed Rohi and/or his counsel pursuant to the chapter 11 plan. The DEFENDANTS and the STATE will cooperate to finalize logistical aspects of the payment, including the coordination and/or allocation of payments between OAG and OIG, if necessary.

8. The DEFENDANTS dispute all of the State's and the Relator's allegations and deny any wrongdoing. The DEFENDANTS' execution of this Agreement is not an admission of any liability. To avoid the uncertainty and expense of litigation of the disputed claims, the Parties agree to settle all claims arising from the TMFPA Covered Conduct and the OIG Covered Conduct as described in Exhibit A.

9. Except for the scope of releases set forth in Exhibit A, nothing herein shall affect the scope of the DEBTOR DEFENDANTS' discharge under applicable federal bankruptcy law or any Chapter 11 plan that is confirmed in the DEBTOR DEFENDANTS' bankruptcy cases.



10. The Parties further hereby agree that this agreement and settlement is subject to and conditioned upon the approval of the Executive Administrations of the OAG and HHSC, without which it is of no force or effect.

Signed on December \_\_\_\_, 2017.

**State of Texas:**

---

Raymond C. Winter, Chief  
Civil Medicaid Fraud Division  
Office of the Attorney General  
P.O. Box 12548  
Austin, Texas 78711-2548

---

Steve Dallas Johnson  
Deputy Chief Counsel  
H.H.S.C.-Office of the Inspector General  
Mail Code 1358  
P.O. Box 85200  
Austin, Texas 78708

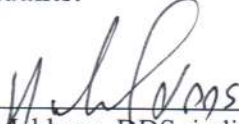
**Texas Health & Human Services Commission**

---

Karen Ray, Chief Counsel  
Texas Health & Human Services Commission  
Brown-Heatly Building  
4900 N. Lamar Blvd.  
Austin, Texas 78751-2316

**Defendants:**

---

  
Iraj S. Jabbar, DDS, individually and on behalf of  
Defendants ABC Dentistry, P.A.; ABC Dentistry West Orem, P.L.L.C.; ABC Dentistry Old  
Spanish Trail, P.L.L.C.; ABC Dentistry Pasadena, PA; and ABC Dentistry Hillcroft, PLLC

**EXHIBIT A**

**RELEASE AGREEMENT**

UNITED STATES BANKRUPTCY COURT  
 SOUTHERN DISTRICT OF TEXAS  
 HOUSTON DIVISION

IN RE:	§	Chapter 11
	§	
ABC DENTISTRY, P.A., <i>et al.</i>	§	Case No. 16-34221
	§	
DEBTORS.	§	Jointly Administered

**EXHIBIT A -- RELEASE**

1. On or about August 6, 2015, RELATOR ROHI<sup>1</sup> filed his Second Amended Petition against Debtor Defendants ABC Dentistry, P.A. (“ABC PA”); ABC Dentistry West Orem, P.L.L.C. (“ABC WO”); and ABC Dentistry Old Spanish Trail, P.L.L.C. (“ABC OST”) (collectively referred to herein as “DEBTORS” or “DEBTOR DEFENDANTS”); as well as Defendants Iraj S. Jabbar, DDS (“Jabbar”); ABC Dentistry Pasadena, PA (“ABC Pasadena”); and ABC Dentistry Hillcroft, PLLC (“ABC Hillcroft”) (collectively referred to herein as the “NON-DEBTOR DEFENDANTS”)<sup>2</sup> in *Saeed Rohi, DDS, ex rel State of Texas v. Iraj S. Jabbar, DDS et al.*; Cause No. 2014-41707 filed in the 281st Judicial District Court of Harris County, Texas (the “Rohi Litigation”). The Rohi Litigation was removed to the United States Bankruptcy Court for the Southern District of Texas on August 26, 2016, where the Rohi Litigation is currently pending. RELATOR ROHI made various allegations discussed in this paragraph that the DEFENDANTS vehemently contest and does not admit and denies the allegations. However, the DEFENDANTS believe that contesting the factual and legal assertions of the TMFPA Claims (defined below) involved too great of a financial risk for the DEFENDANTS to bear, and therefore the DEFENDANTS decided to settle the claims for business reasons. In particular, TMFPA § 36.005 could be construed to exclude the DEFENDANTS from the Medicaid program immediately upon entry of a judgment, and therefore the DEFENDANTS could potentially suffer severe financial harm without the financial ability to pursue an appeal on various grounds, including DEFENDANTS’ contention that the monetary remedies calculation under the TMFPA violates the federal and state constitutions. In the Rohi Litigation, RELATOR ROHI contends that between February 21, 2014 and May 1, 2014, the DEFENDANTS made or caused to be made allegedly false statements and/or misrepresentations to the State of Texas (“TEXAS” or “STATE”)<sup>3</sup> and/or Texas Medicaid when the DEFENDANTS: (i) knowingly charged Medicaid for unnecessary and excessive procedures or for services never rendered; (ii) knowingly billing/submitted claims for “First Dental Home” examinations in violation of Texas Medicaid requirements; (iii) knowingly billing/submitted claims for Procedure Code D9230 concerning nitrous oxide/oxygen inhalation sedation in

<sup>1</sup> Relator Saeed Rohi, DDS is referred to herein as “RELATOR ROHI.”

<sup>2</sup> The DEBTOR DEFENDANTS and NON-DEBTOR DEFENDANTS are collectively referred to herein as the “DEFENDANTS.”

<sup>3</sup> All capitalized terms not defined herein shall have the meaning provided in the Settlement Agreement to which this Exhibit A attaches.

violation of Texas Medicaid requirements; and (iv) submitting claims/bills to Texas Medicaid that failed to identify the dentists who actually provided the services in violation of TEX. HUM. RES. CODE § 36.002(8). RELATOR ROHI contends in the Rohi Litigation that these alleged false statements and/or misrepresentations, independently or in combination, resulted in payments made to DEFENDANTS from Texas Medicaid for which DEFENDANTS were not entitled. RELATOR ROHI further contends in the Rohi Litigation that the DEFENDANTS committed unlawful acts under the Texas Medicaid Fraud Prevention Act, as defined by TEX. HUM. RES. CODE § 36.002 (“TMFPA”), in connection with these alleged false statements and/or misrepresentations (together the “TMFPA Claims”). In this Agreement, the conduct described in this paragraph is referred to as the “TMFPA Covered Conduct.” This definition of TMFPA Covered Conduct does not include or apply to: (i) any actions, omissions, or other conduct of any person or entity who is not a current named defendant in the Rohi Litigation; or (ii) any actions, omissions, or other conduct occurring after August 6, 2015. The DEFENDANTS do not admit any liability for any of the TMFPA Claims or any of the allegations in the Rohi Litigation.

2. The Texas Health & Human Services Commission’s Office of Inspector General (“OIG”) delivered a “Notice of Overpayment” to Defendant ABC Pasadena dated June 16, 2017 (the “June 16 Notice”). The June 16 Notice contained various allegations of violations by one or more Defendants described therein. The DEFENDANTS also contest the allegations in the June 16 Notice. Moreover, the DEFENDANTS delivered a “Request for Informal Resolution Meeting AND Request for Formal Appeal before the SOAH,” dated June 23, 2017 to the OIG concerning the June 16 Notice. Defendants’ position is that the OIG findings were erroneous and immaterial, which OIG denies. In addition, OIG has jurisdictional authority concerning the following categories of unlawful conduct concerning dates of service from August 30, 2011 to March 3, 2016:

**a. Wrong Performing Provider**

- i. Medicaid billed and paid claims which identified performing provider. Performing provider identified in claim was not the actual dental provider who performed the services billed and paid by Medicaid.

**b. Documentation issues:**

- i. Charts were missing required documentation; x-rays in patient file were for different patient; or clinical notes in patient file were for different patient.

**c. Up-Coding:**

- i. Routinely billed for removal of coronal remnants as an extraction when tooth was naturally exfoliating.

**d. Services not rendered:**

- i. Provider billed for services there were not rendered as reflected in the dental records.

- e. **Knowingly billing/submitting claims for “First Dental Home” examinations in violation of Texas Medicaid requirements.**
- f. **Claims Identified in the June 16 Notice.**

The conduct described in this Paragraph is referred to herein as the “OIG Covered Conduct.” This definition of OIG Covered Conduct does not include or apply to any actions, omissions, or other conduct occurring before August 30, 2011 or after March 3, 2016. The DEFENDANTS do not admit any liability for any of the OIG Covered Conduct or any of the allegations in the June 16 Notice.

3. Subject to Paragraph 4 below and in exchange for the consideration described herein (including payment in full of the Settlement Amount), the STATE (on behalf of (i) itself, its past and present officers, agents, entities, divisions, agencies, commissions, and departments, including all of their respective predecessors, successors, and assigns, and (ii) any insurers and reinsurers of those identified in sub-clause (i)), as of the date of payment in full of the Settlement Amount, fully and finally releases, discharges, and covenants not to sue the DEFENDANTS and each of the DEFENDANTS’ respective past and present attorneys (collectively, the “Released Parties”) for any civil, regulatory, and/or administrative claim, action, suit, demand, right, cause of action, liability, judgment, damage, or proceeding, direct or indirect, known or unknown (including claims for damages, attorneys’ fees, penalties, costs, and expenses of every kind and however denominated) the STATE has, may have, has asserted, or could assert in the future under any source of law, contract, in equity or other right, for the TMFPA Covered Conduct and the OIG Covered Conduct. In addition, the Parties agree that the payment of the Settlement Amount fully discharges the Released Parties from any obligation to the STATE to pay restitution, damages, penalties, or fines to the STATE for the TMFPA Covered Conduct and the OIG Covered Conduct. This Agreement does not prevent the STATE from discussing, communicating, or sharing information with other states or federal agencies or any other person or entity as permitted by the TMFPA. This Agreement only releases claims or causes of action that arise from the TMFPA Covered Conduct and the OIG Covered Conduct. The STATE covenants not to sue the DEFENDANTS for the TMFPA Covered Conduct and the OIG Covered Conduct while Defendants are in compliance with this Agreement. This covenant will mature into the release described herein when the full Settlement Amount and Settlement Payment Obligation, plus interest due, and any other amounts due under this Agreement, are paid in full as contemplated by the DEBTORS’ chapter 11 plan of reorganization.

4. Notwithstanding any other terms of this Agreement, including the releases in Paragraph 3 above, any and all of the following are specifically reserved and excluded from the scope and terms of this Agreement, and from the scope and terms of the Releases, as to any entity or person, including the Parties:

- a. Any claim based upon an obligation created by the Agreement;
- b. Any claim for exclusion or termination of enrollment by the Texas Health & Human Services Commission’s Office of Inspector General concerning any actions, omissions, or other conduct other than the OIG Covered Conduct;

- c. Any claim based upon an express or implied product or service warranty or for defective or deficient products or services, including quality of goods and services, provided by the DEFENDANTS;
- d. Any claim based on liability that any person or entity has or may have to the STATE or to individual consumers or state program payors, other than liability relating to Texas Medicaid for the Covered Conduct, involving unfair and/or deceptive acts and practices and/or violations of consumer protection laws;
- e. Any claim for state or federal antitrust violations;
- f. The subrogation rights to claims for personal injury or property damage arising from usage of the DEFENDANTS' products or services by a participant in the Medicaid Program;
- g. Any claim based on a failure to deliver products or services due; and
- h. Any civil, criminal, or administrative liability arising under Title 26, U.S. Code (Internal Revenue Code) or any state tax or revenue law.

5. Provided that the DEFENDANTS are making installment payments of the Settlement Amount as contemplated by the DEBTORS' chapter 11 plan of reorganization and otherwise remain in compliance with the terms of such agreement, and after the DEFENDANTS complete all payments of the Settlement Amount required by the Agreement and conditioned upon same, Texas agrees that it will not institute, recommend, direct, or maintain against DEFENDANTS any administrative claim or any action seeking voluntary exclusion, suspension, or debarment from the Texas Medicaid program for the conduct released herein (as and only to the extent set forth in Paragraphs 3 and 4 of this Agreement), unless otherwise required by federal law.

**Plan Exhibit B**

**Schedule of Rejected Contracts**

1. Dentist Contract with 32 Pearls Dentistry PLLC, scheduled at Line 2.1 of ABC Dentistry Old Spanish Trail, P.L.L.C.'s Schedule G [Dkt. No. 80].

At this time, the Debtors do not anticipate rejecting any other executory contracts under the Plan.



**Plan Exhibit C**

**Schedule of Proposed Cure Amounts for Assumed Contracts**

At this time, the Debtors are not aware of any outstanding amounts owed under any contract which they intend to assume. As such, there Debtors do not propose any cure amounts at this time.