

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

United States Courts
Southern District of Texas
FILED

NOV 20 2017

David J. Bradley, Clerk of Court

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Chapter 11

ABC DENTISTRY, P.A., *et al.*¹

Case No. 16-34221

DEBTORS.

Jointly Administered

**NOTICE OF (I) APPROVAL OF DISCLOSURE STATEMENT, (II) DEADLINE FOR
VOTING ON PLAN, (III) HEARING TO CONSIDER CONFIRMATION OF PLAN,
AND (IV) DEADLINE FOR FILING OBJECTIONS TO CONFIRMATION OF PLAN**

PLEASE TAKE NOTICE OF THE FOLLOWING:

APPROVAL OF DISCLOSURE STATEMENT

1. On November 8, 2017, the U.S. Bankruptcy Court for the Southern District of Texas, Houston Division (the “Bankruptcy Court”) issued an order (the “Disclosure Statement Order”) approving the *Second Amended Disclosure Statement for the 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. Jabbar, DDS* (as may be amended, modified, and/or supplemented, the “Disclosure Statement”) as containing adequate information within the meaning of section 1125 of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the “Bankruptcy Code”).

CONFIRMATION HEARING

2. On December 13, 2017 at 1:30 p.m. (Central Time), or as soon thereafter as counsel may be heard, a hearing (the “Confirmation Hearing”) will be held before the Hon. Marvin Isgur, U.S. Bankruptcy Court for the Southern District of Texas, in Courtroom 404, 515 Rusk Street, Houston, Texas 77002, to consider confirmation of the *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. Jabbar, DDS* (as the same may be amended, modified, or supplemented, the “Plan”). The Confirmation Hearing may be adjourned from time to time without further notice to creditors or other parties in interest other than by an announcement of such an adjournment in open court at the Confirmation Hearing. The Plan may be modified in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the Plan terms, and other applicable law, without further notice, prior to, or as a result of, the Confirmation Hearing.

ENTITLEMENT TO VOTE ON PLAN

3. In accordance with the terms of the Plan and the Bankruptcy Code, holders of Claims or Interests² that are unimpaired by the Plan are deemed to have accepted the Plan and therefore are not entitled to vote on the Plan. Holders of Claims against the Debtors that are impaired by the Plan and that will receive a distribution on account of such Claims are entitled to vote on the Plan. Holders of Claims or Interests that will not receive a distribution under the Plan are deemed to have rejected the Plan and therefore are not entitled to vote.

4. November 7, 2017, at 1:30 p.m. (Central Time) has been established by the Bankruptcy Court as the record date (the “Voting Record Date”) for determining which creditors are entitled to receive solicitation or notice materials in connection with the Plan.

¹ 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.

² All undefined terms shall have the meaning given in the Disclosure Statement Order or the Plan, as applicable.

DEADLINE FOR VOTING ON THE PLAN

5. The Bankruptcy Court established December 5, 2017, at 4:00 p.m. (Central Time) (the "Voting Deadline") as the deadline by which Ballots accepting or rejecting the Plan must be received. If you are a member of a voting class, in order for your vote to be counted your original Ballot must actually be received on or before the Voting Deadline. Ballots may be sent to Baker Botts L.L.P., 2001 Ross Avenue, Dallas, Texas 75201 (Attn: Omar J. Alaniz). Except in the Debtors' sole discretion, Ballots transmitted by fax or other electronic means shall not be counted.

INJUNCTIONS, RELEASES, AND EXCULPATION

6. The Plan contains certain injunction, release, and exculpation provisions as set forth below. Parties are encouraged to review the Plan and Disclosure Statement for additional information.

a. Releases by State of Texas under State Release Agreement

This plan shall fully incorporate the terms of the State Release Agreement, attached as Exhibit A to the Plan.

b. Exculpation

Notwithstanding anything in the Plan 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 in the Plan 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 Section 12.5 of the Plan 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.

c. Injunction

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PLAN OR FOR OBLIGATIONS ISSUED PURSUANT TO THE PLAN, ALL ENTITIES WHO HAVE HELD, HOLD OR MAY HOLD CLAIMS, CAUSES OF ACTION OR ARE SUBJECT TO EXCULPATION PURSUANT TO SECTION 12.5 OF THE PLAN 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.

TREATMENT OF EXECUTORY CONTRACTS

7. Please take notice that pursuant to Section 8.1 of the Plan the Debtor will reject the executory contracts and leases set forth in Exhibit "B" to the Plan. All executory contracts not expressly rejected under the Plan or rejected pursuant to an order of the Bankruptcy Court are assumed by the Debtors under the Plan. 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 must be filed by the Confirmation Objection Deadline and be heard by the 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 in the Plan, 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 of the Plan.

8. 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.

DEADLINE FOR OBJECTIONS TO CONFIRMATION OF THE PLAN

9. Any objection, comment, or response to confirmation of the Plan (including any supporting memoranda) must be filed with the Clerk of the Bankruptcy Court, 515 Rusk Street, Houston, Texas 77002, together with proof of service, on or before **December 7, 2017, at 4:00 p.m. (Central Time)** (the "**Confirmation Objection Deadline**") and must (i) be in writing, (ii) state the name and address of the objecting party, (iii) state the amount and nature of the Claim or Interest of such party, (iv) state with particularity the basis and nature of any objection to the Plan, and (v) be served on so as to be received by the following parties on or before the Confirmation Objection Deadline: (a) counsel to the Debtors, Baker Botts L.L.P., 2001 Ross Avenue, Dallas, Texas 75201, Attention: Omar J. Alaniz; and (b) Office of the United States Trustee, 515 Rusk Street, Ste. 3516, Houston, TX 77002, Attn: Christine March.

COPIES OF PLAN AND DISCLOSURE STATEMENT

10. Copies of the Plan and Disclosure Statement may be obtained (i) free of charge at <http://www.bmcgroup.com/abcdentistry>, (ii) during regular business hours at the office of the Clerk of the Bankruptcy Court, 515 Rusk Street, Houston, Texas 77002; or (iii) at the Court's website for a fee at <http://www.txs.uscourts.gov>.

