

EXHIBIT 4



sam ddsro <sarodds@gmail.com>

Fwd: DRAFT ABC Settlement Terms

4 messages

Mark Brewer <brewer@bplaw.com>

Wed, Sep 6, 2017 at 9:40 AM

To: "Dr. Saeed Rohi" <sarodds@gmail.com>

Cc: "A. Blaire Hickman" <hickman@bplaw.com>, Charles Long <clong@cagehill.com>

Dr. Rohi - Please reply ASAP with your authorization to agree to these terms, or with any questions, comments or "tweaks."

J. Mark Brewer

Begin forwarded message:

From: <Omar.Alaniz@BakerBotts.com>
Date: September 6, 2017 at 9:25:54 AM CDT
To: <clong@cagehill.com>, <brewer@bplaw.com>, <hickman@bplaw.com>
Cc: <rwhall@rwhpc.com>, <philip@hilderlaw.com>
Subject: DRAFT ABC Settlement Terms

Charles, Mark, and Blaire, below is a draft of the final settlement terms between the Defendants, your client, and the State. I'd like to send this to the broad group that includes the State, you, and our side. Please review these terms and let me know if you have any language tweaks. But I believe all these terms have been orally agreed to, except I added number 9. We need that so that there is no allegation later than the clinics must lose their license because of the summary judgment ruling.

My goal is to have these terms completely agreed to by all parties by tomorrow morning so that we can report the global resolution to Judge Isgur at tomorrow's 3:00pm status conference. Please respond ASAP so that I can deliver to everyone.

1. The Defendants shall pay \$4 million at a 0.5% interest rate under the terms and conditions that the Defendants and Dr. Rohi reached under their Amended Term Sheet dated July 25, 2017 except as modified herein.
2. The Plan shall provide that the \$312,962 attributable to the June 16, 2017 letter from HHSC shall be paid in full, and shall be included in whatever portion the Bankruptcy Court determines is owed to the State from the \$4 million settlement.
3. The State and Dr. Rohi agree that Judge Isgur will determine the amount of the \$4 million settlement proceeds payable to Dr. Rohi and the amount of the settlement proceeds payable to the State. The State will request that Judge Isgur not issue a written opinion in connection with his division of the \$4 million, and Dr. Rohi will not object to that request. not Brewer
4. The Plan will include the factual statement that Dr. Rohi and the Defendants attended a mediation in November, 2016 and arrived at a \$3.5 million settlement amount, and that the settlement amount was increased to \$4 million following a mediation in Austin between the Defendants, Rohi, and the State.
5. The \$4 million settlement payment will be classified in the plan as a single class, with Rohi as the only holder of that claim for voting purposes only.

6. Rohi shall vote to accept the plan; the State will not object to the confirmation of the plan or seek to vote on the chapter 11 plan.

7. The State and the Defendants will finalize the releases that were being negotiated between the State and the Defendants at the Austin mediation. The releases shall apply to all the Defendants in the Adversary Proceeding and the releases for the TMFPA Covered Conduct shall apply to all time periods prior to August 6, 2015. The OIG Covered Conduct shall include all time periods between August 30, 2011 and March 3, 2016. The finalized version of the Release documents shall be executed by the State, Dr. Rohi, and the Defendants and be made a part of the chapter 11 plan.

8. The State will withdraw its objection to the disclosure statement and its proofs of claim.

9. The chapter 11 confirmation order shall include a provision that vacates the May 31, 2016 summary judgment order.

Omar J. Alaniz

Partner

Baker Botts L.L.P.

omar.alaniz@bakerbotts.com

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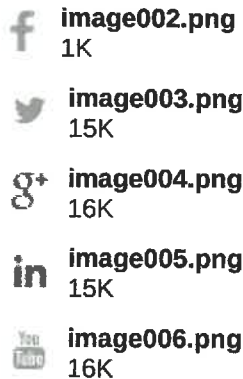
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6 attachments

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Mark Brewer <brewer@bplaw.com>

Wed, Sep 6, 2017 at 9:54 AM

To: "clong@cagehill.com" <clong@cagehill.com>, "A. Blaire Hickman" <hickman@bplaw.com>

Cc: "sarodds@gmail.com" <sarodds@gmail.com>

My tweaks are below.

J. Mark Brewer | (713) 725-4788

BREWER & PRITCHARD P.C.

From: Omar.Alaniz@BakerBotts.com [Omar.Alaniz@BakerBotts.com]

Sent: Wednesday, September 06, 2017 9:42 AM

To: clong@cagehill.com; Mark Brewer; A. Blaire Hickman

Cc: rwhall@rwhpc.com; philip@hilderlaw.com

Subject: RE: DRAFT ABC Settlement Terms

Sorry. I left off one critical term. Please see highlight below regarding the appeal waiver.

Omar J. Alaniz

omar.alaniz@bakerbotts.com

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M +1.469.682.7472

From: Alaniz, Omar

Sent: Wednesday, September 06, 2017 9:26 AM

To: 'Charles Long'; brewer@bplaw.com; hickman@bplaw.com

Cc: 'Russell W. Hall'; philip@hilderlaw.com

Subject: DRAFT ABC Settlement Terms

Importance: High

Charles, Mark, and Blaire, below is a draft of the final settlement terms between the Defendants, your client, and the State. I'd like to send this to the broad group that includes the State, you, and our side. Please

review these terms and let me know if you have any language tweaks. But I believe all these terms have been orally agreed to, except I added number 9. We need that so that there is no allegation later than the clinics must lose their license because of the summary judgment ruling.

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-
1. The Defendants shall pay \$4 million at a 0.5% interest rate under the terms and conditions that the Defendants and Dr. Rohi reached under their Amended Term Sheet dated July 25, 2017 except as modified herein.
 2. The Plan shall provide that the \$312,962 attributable to the June 16, 2017 letter from HHSC shall be paid in full, and shall be included in whatever portion the Bankruptcy Court determines is owed to the State from the \$4 million settlement. **No portion of this payment shall be made from funds deposited with the registry of the court pursuant to the Term Sheet or Amended Term Sheet.**
 3. The State and Dr. Rohi agree that Judge Isgur will determine the amount of the \$4 million settlement proceeds payable to Dr. Rohi **as attorney fees, retaliation damages and a relator's share**, and the amount of the settlement proceeds payable to the State **if any**. The State will request that Judge Isgur not issue a written opinion in connection with his division of the \$4 million, and Dr. Rohi will not object to that request. **The State and Dr. Rohi waive their right to appeal Judge Isgur's decision on the division of the \$4 million settlement proceeds.**
 4. The Plan will include the factual statement that Dr. Rohi and the Defendants attended a mediation in November, 2016 and arrived at a \$3.5 million settlement amount, and that the settlement amount was increased to \$4 million following a mediation in Austin between the Defendants, Rohi, and the State.
 5. The \$4 million settlement payment will be classified in the plan as a single class, with Rohi as the only holder of that claim for voting purposes only.
 6. Rohi shall vote to accept the plan; the State will not object to the confirmation of the plan or seek to vote on the chapter 11 plan.
 7. The State and the Defendants will finalize the releases that were being negotiated between the State and the Defendants at the Austin mediation. The releases shall apply to all the Defendants in the Adversary Proceeding and the releases for the TMFPA Covered Conduct shall apply to all time periods prior to August 6, 2015. The OIG Covered Conduct shall include all time periods between August 30, 2011 and March 3, 2016. The finalized version of the Release documents shall be executed by the State, Dr. Rohi, and the Defendants and be made a part of the chapter 11 plan.
 8. The State will withdraw its objection to the disclosure statement and its proofs of claim.
 9. The chapter 11 confirmation order shall include a provision that vacates the May 31, 2016 summary judgment order.

Omar J. Alaniz

Partner

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sam ddsro <sarodds@gmail.com>
To: Mark Brewer <brewer@bplaw.com>

Wed, Sep 6, 2017 at 11:03 AM

Good morning,

It is good that we are getting close to end this nightmare. It is also good for Dr J. to get everything he wanted at a discount.

I have seen how the state and probably the judge want to divide the \$4M, it goes something like this:

\$1M attorney fees for us
\$1M attorney fees for State
\$2M 70% to the State
30% to the Relator.
(\$1.6 M)

My understanding is that at that point I can not say anything or argue with the judge, am I correct?

So my "tweaks" is there should be a minimum amount guaranteed to us by the State.

What is the State giving up here? We had a better deal in Austin (\$2M).

One way to put this is to say Judge Isgur will decide on \$312,962 and the added \$500,000, only.(We can give all that to State.)

What am I missing here? Please do not get me wrong but The State does not deserve this.

Please respond by email.

Thank you

Saeed Rohi

[Quoted text hidden]

Mark Brewer <brewer@bplaw.com>
To: sam ddsro <sarodds@gmail.com>

Wed, Sep 6, 2017 at 11:38 AM

I don't think it will be like you suggest (\$1mm/\$1mm/\$2mm). The point is that the court will decide how the whole \$4mm will be divided. We will argue that the state gets no more than 70% of \$1 million and that the remaining \$3,000,000 is payable to you and for attorney fees.

J. Mark Brewer

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