

EXHIBIT A

**DRAFT ORDER GRANTING JOINT MOTION OF THE DEBTORS, THE OFFICIAL
COMMITTEE OF UNSECURED CREDITORS, AND THE LAW FIRM OF JONES DAY
FOR AN ORDER
APPROVING COMPROMISE AND SETTLEMENT WITH JONES DAY
PURSUANT TO BANKRUPTCY RULE 9019**

(Attached.)

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF LOUISIANA**

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In re : **Chapter 11 Case No.**
 : **06-10179 (B)**
OCA, INC., et al., :
 : **(Jointly Administered)**
 :
Debtors. :
-----X

**ORDER GRANTING JOINT MOTION OF THE DEBTORS, THE OFFICIAL
COMMITTEE OF UNSECURED CREDITORS, AND THE LAW FIRM OF JONES DAY
FOR AN ORDER APPROVING COMPROMISE AND SETTLEMENT WITH JONES
DAY
PURSUANT TO BANKRUPTCY RULE 9019**

Upon the joint motion, dated August 15, 2006 (the "Motion"),¹ filed by OCA, Inc., et al., Debtors and Debtors in Possession in the above-captioned cases (the "Debtors"), the Official Committee of Unsecured Creditors of OCA, Inc., et al. (the "Creditors' Committee"), and the law firm of Jones Day for an order, pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") approving a settlement (the "Settlement") between the Debtors, the Creditors' Committee and Jones Day resolving all claims asserted against the Debtors by Jones Day (collectively, the "Claims"); the Court having held a hearing on the Motion; the Court having considered the Motion and the statements of the parties made in open court; this Court having jurisdiction over the subject matter of the Motion; this being a core proceeding under the Bankruptcy Code; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY FOUND AND ORDERED THAT:

1. The Motion is GRANTED in its entirety;

¹ Terms not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

2. The Settlement is fair and equitable and in the best interests of the Debtors' estates;

3. The terms of the Settlement are approved;

4. The parties are authorized to enter into the Settlement and any agreement necessary to fully implement and carry out the provisions of the Settlement;

5. In accordance with the Settlement and this Order: (a) Jones Day shall have a single allowed, general unsecured, non-priority claim in the amount of \$2,067,000, which claim under the current plan of reorganization would be classified as a Class 4 claim; (b) all other claims or proofs of claim filed by Jones Day in the Debtors' Chapter 11 cases or asserted by Jones Day against the Debtors (including Claim Nos. 9 and 10 in case number 06-10179 and Claim No. 1 filed in case number 06-10229) are hereby disallowed; (c) the Debtors and Jones Day will dismiss, with prejudice and without any award of fees or costs, both the Georgia Lawsuit and the California Lawsuit; and (d) the Debtors and Jones Day will be deemed to have granted each other mutual, general releases of all claims and causes of action that either of them may have or may have asserted against the other (provided, however, that Jones Day shall have and retain an allowed, Class 4 general unsecured claim in the amount of \$2,067,000); and,

6. This Court shall retain jurisdiction over the Motion and this Order.

Dated: _____, 2006
New Orleans, Louisiana

ENTER:

UNITED STATES BANKRUPTCY COURT