

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF LOUISIANA

IN RE:

OCA, INC., ET AL

CASE NO. 06-10179 “B”

DEBTOR

CHAPTER 11

**OPPOSITION TO MOTION FOR ENTRY OF INTERIM AND FINAL ORDERS (I)
AUTHORIZING THE DEBTORS TO OBTAIN POST PETITION FINANCING
AND USE CASH COLLATERAL, ETC. (DOCKET #16);
AND DEBTORS’ BUSINESS SERVICE AGREEMENT
AUTHORIZATION MOTION (DOCKET NOS. 13, 45, AND 46)**

Jason Parker, D.D.S., through undersigned counsel, opposes the debtors’ post petition financing and business service agreements motions, as follows:

1. Due to lack of notice and insufficient time to file a timely opposition, Parker adopts and incorporates by reference the objection by Group I Doctors to the Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Obtain Postpetition Financing and Use Cash Collateral, etc. (Docket #16).
2. Parker additionally opposes the Business Service Agreement authorization motion (Docket Nos. 13, 45, and 46) (“BSA motion”) for the following reasons:
 - a.) Parker is a party to a Business Service Agreement or BSA entered into with OCA in 2002.
 - b.) In its BSA motion, debtor seeks to require Parker to continue to perform all of his obligations under the BSA, yet provides Parker with nothing to show that the debtor can and will comply with its respective obligations and agreements under the BSA.

- c.) Debtor has not yet filed bankruptcy statements and schedules and therefore, Parker has been given no financial picture of the debtor in order to determine whether there is a remote possibility that debtor could comply with its responsibilities and duties under the BSA. Parker has already experienced certain delays in payment of vendors, reimbursement of certain expenses as required by the BSA, and delays in previously agreed upon expansion of Parker's practice. Parker is concerned that his practice is beginning to suffer as a result of OCA's breaches.
- d.) Parker believes the debtor's request regarding enforcement of the BSA, without assumption or rejection, is inconsistent with 11 U.S.C. 365.
- e.) Parker believes the BSA may be unenforceable and invalid and is currently evaluating his options to challenge the validity of the BSA. This Court has been previously made aware that federal courts in Texas as well as Illinois have determined the BSA to be an illegal contract.
- f.) As additional support, Parker adopts and incorporates by reference the opposition filed by Gary D. Sexson and Sexson Orthodontics Ltd. (Docket No. 126).

Jason Parker, D.D.S., prays that this Honorable Court consider his objection at the hearing scheduled for April 5, 2006, and deny both the debtor's post petition financing and BSA motion; alternatively, that the matter be continued until which time debtor has filed statements and schedules; an unsecured creditors' committee appointed; determination as to the legality of

the BSA has been made. And for such other relief that may be appropriate under the circumstances.

Respectfully submitted,

LAW OFFICE OF EMILE L. TURNER, JR., L.L.C.

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CERTIFICATE OF SERVICE

I hereby certify that a copy of the above opposition and motion for leave have been served on all parties according to the attached mailing matrix by mailing same, postage prepaid, on April 3, 2006, and on debtor's counsel by sending same by telecopier.

Marvic G. Thompson