

# **EXHIBIT “A”**

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

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In re	:	Chapter 11 Case No.
	:	06-10179 (B)
OCA, INC., <i>et al.</i> ,	:	
	:	Jointly Administered
Debtors.	:	
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### **ORDER CONFIRMING AMENDED AND RESTATED JOINT PLAN OF REORGANIZATION FOR OCA, INC. AND FILED SUBSIDIARIES AS AMENDED AND MODIFIED THROUGH SEPTEMBER 14, 2006**

The Amended and Restated Plan of Reorganization for OCA, Inc. and Filed Subsidiaries as of July 24, 2006, filed by the debtors and debtors-in-possession [P-1247] (hereinafter the “July 24 Plan of Reorganization”) was transmitted to creditors and equity security holders; and was immaterially modified by the Debtors by the Modifications,<sup>1</sup> the Notices of Intent,<sup>2</sup> Motions to Reject<sup>3</sup> and all related exhibits, attachments and notices

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<sup>1</sup> The Debtors filed immaterial modifications on August 18, 2006 [P-1535] (the “August 18 Modifications”), August 29, 2006 [P-1684] (the “August 29 Modifications”) September 1, 2006 [P-1766] (the “September 1 Modifications”) and September 14 [P1844 ] (the “September 14 Modifications” together with the August 18 Modifications, the August 29 Modifications, the September 1 Modifications, collectively referred to as the “Modifications”).

<sup>2</sup> The Debtors supplemented the July 24 Plan of Reorganization by filing the Notice of Intent to Reject Business Service Agreements Pursuant to Plan of Reorganization and Bankruptcy Code (the “August 18 BSA Notice”) [P 1539], the Supplemental Notice of Intent to Reject Business Service Agreements Pursuant to Plan of Reorganization and Bankruptcy Code (the “August 28 BSA Notice”) [P 1649], Supplemental and Amended Notice of Intent to Reject Business Service Agreement(s) Pursuant to Plan of Reorganization and Bankruptcy Code (the “September 4 BSA Notice”) [P 1795], the Notice of Intent to Reject Real Estate Leases Pursuant to Plan of Reorganization and Bankruptcy Code (the “August 28 Lease Notice”) [P 1656], the Notice of Intent to Assume Real Estate Leases Pursuant to Plan of Reorganization and Bankruptcy Code (the “August 29 Lease Notice”) [P 1683], the Amended and Restated Notice of Intent to Reject Real Estate Leases Pursuant to Plan of Reorganization and Bankruptcy Code (the “September 4 Lease Rejection Notice”) [P 1792], the Amended & Restated Notice of Intent to Assume Real Estate Leases Pursuant to Plan of Reorganization and Bankruptcy Code (the “September 4 Lease Assumption Notice”) [P 1793], Corrected Amended & Restated Notice of Intent to Assume Real Estate Leases Pursuant to Plan of Reorganization and Bankruptcy Code (the “September 5 Lease Assumption Notice”) [P 1797], the

as well as any other amendments or modifications announced or approved at the Confirmation Hearing are referred collectively, herein, as the “Plan”).<sup>4</sup>

The Court having determined, for the reasons provided in its separate written findings of fact and conclusions of law (Docket Nos. \_\_\_\_\_ and \_\_\_\_\_) that were initially submitted and filed by the Plan Supporters at the request of this Court (collectively referred to herein as the “Plan Supporters’ Findings of Fact”), that the requirements of 11 U.S.C. §1127 have been satisfied, and that the requirements for confirmation set forth in 11 U.S.C. §1129 have been satisfied; and

The Court having jurisdiction over the bankruptcy cases of OCA, Inc. and its filed Subsidiaries (the “Debtors”),

**IT IS HEREBY ORDERED THAT:**

1. A copy of the confirmed Plan is attached hereto as Exhibit A and is hereby incorporated in its entirety by reference and is hereby, together with the Plan Supplement and all exhibits and other documents related to the Plan, confirmed and approved in its entirety.

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Corrected Amended and Restated Notice of Intent to Reject Real Estate Leases Pursuant to Plan of Reorganization and Bankruptcy Code (the “September 5 Lease Rejection Notice”) [P 1798], the Supplemental and Restated Notice of Intent to Reject Real Estate Leases Pursuant to Plan of Reorganization and Bankruptcy Code as of September 13, 2006 [P-1840], Supplemental and Restated Notice of Intent to Assume Business Service Agreement(s) Pursuant to Plan of Reorganization and Bankruptcy Code as of September 13, 2006 [P-1838], Supplemental and Restated Notice of Intent to Reject Business Service Agreement(s) Pursuant to Plan of Reorganization and Bankruptcy Code as of September 13, 2006 [P-1837], and Supplemental and Restated Notice of Intent to Assume Real Estate Leases Pursuant to Plan of Reorganization and Bankruptcy Code as of September 13, 2006 [P-1839], collectively referred to as the Notices of Intent.

<sup>3</sup> Motions for Authority for Order Pursuant to Section 365(a) of the Bankruptcy Code Authorizing Debtors to Reject Certain Agreements [P 1768 and 1771] (as amended, the “September 1 Motions”), Motion for Order Pursuant to Section 365(a) of the Bankruptcy Code Authorizing Rejection of Bylaws, Certificates of Incorporation, Articles of Incorporation or Similar Documents [P-1841] (the “September 13 Motion”) and Motion to Reject Real Estate Lease With Highwood Properties, L.L.C. [P-1847] (the “September 14 Motion”) collectively referred to as the Motions to Reject.

<sup>4</sup> All capitalized terms not defined herein shall have the meanings ascribed to them in the Plan.

2. The Executory Contracts identified on Exhibit B are assumed and the Executory Contracts identified on Exhibit C are rejected. The Unexpired Leases identified on Exhibit D are assumed and the Unexpired Leases identified on Exhibit E are rejected.

3. Each of the objections to confirmation of the Plan which have not been withdrawn, waived or settled, and all reservations of rights included therein, are overruled and denied with prejudice. To the extent that pleadings filed by individuals or entities constitute objections to confirmation of the Plan and have not been withdrawn, waived or settled, they are overruled and denied with prejudice.

4. Each of the terms and provisions of the Plan Supporters' Findings of Fact are hereby fully incorporated by reference herein and fully adopted as if set forth herein; all of the provisions of the Plan Supporters' Findings of Fact are "so ordered" as if they had been set forth herein in the first instance.

5. The Modifications do not adversely change the treatment of the claim of any creditor or the interest of any equity security holder who has not accepted in writing the Modifications, and accordingly the Modifications are immaterial and no re-solicitation is required.

6. Due to a Scrivener's error, the Debtor Orthodontic Centers of Louisiana, LLC (Case No. 06-10192), has been mistakenly referred to as "Orthodontic Centers of Louisiana, Inc." throughout these cases. All references to "Orthodontic Centers of Louisiana, Inc." in the Plan, Disclosure Statement, or any order, schedule, motion, notice or other pleading in these cases shall be deemed to be references to Orthodontic Centers of Louisiana, LLC.

7. This Order shall constitute all approvals and consents required, if any, by the laws, rules or regulations of any governmental authority with respect to the implementation or consummation of the Plan, any documents, instruments or agreements, and any amendments or modifications thereto, and any other acts referred to in, or contemplated by the Plan and the Plan Supplements, including the filing of any documents with any governmental authority.

8. Pursuant to the terms of the Equity Settlement located in section 3.6.3 of the Plan, the Reorganized Debtors shall solicit only those holders of Equity Interest that meet the requirements set forth in section 3.6.3(g) of the Plan as of the Participation Record Date.

9. The Debtors, on behalf of themselves and their respective estates, successors and assigns, any and all Entities that may purport to claim through, under, for, or because of any of the foregoing, including the Reorganized Debtors, the UCC, the UCT, the UCT Trustee, the Equity Committee, the Lenders, the DIP Facility Agent, and the Senior Agents (all of the foregoing, collectively, the “Covenanting Parties”), shall not record or execute (i.e. seek to collect or recover, directly or indirectly) any judgment against any Covered Officer and Director (or any of their respective assets and properties, other than insofar as may be specifically permitted by the section 6.2 of the Plan, except as provided in section 6.2.9 of the Plan). Instead, the execution, enforcement or collection of any judgments shall be undertaken by the Covenanting Party only against the proceeds of any applicable directors’ and officers’ insurance policies, and any such judgments may only be executed, enforced or collected against the Covered Officers and Directors (and their respective assets and properties) to the extent of such proceeds, if any, except as provided in section 6.2.9 of the Plan. None of the Covenanting Parties

shall otherwise proceed in any manner that does not conform or comply with the provisions of this covenant not to execute, except as provided in section 6.2.9 of the Plan.

10. Nothing in the Plan, the Plan Supporters' Findings of Fact, or this Confirmation Order shall be a determination that the proceeds, if any, of the directors' and officers' insurance policies are property of the Estate. Nothing in the Plan, the Plan Supporters' Findings of Fact or herein shall impair, abridge, or otherwise alter the scope, extent, validity, enforceability or binding effect of any directors and officers' insurance policies at any time purchased or entered into by the Debtors. Additionally, and for avoidance of doubt, the rights of any person or entity to collect proceeds from any such directors' and officers' insurance policy remains unchanged notwithstanding the confirmation of the Plan and the entry of the Plan Supporters' Findings of Fact and this Order and the filing by the Debtors of petitions for relief under chapter 11 of the Bankruptcy Code.

11. Notwithstanding anything to the contrary contained in the Plan, all actions in the nature of those to be enjoined by any injunctions set forth in the Plan shall be enjoined during the period between the Confirmation Date and the Effective Date.

12. Except as provided in the Plan, as of the Effective Date, all non-Debtor entities (excluding the UCT Trustee or the Unsecured Creditors' Trust with respect to their rights under the Plan, the Unsecured Note, and the Transferred Avoidance Actions) shall be permanently enjoined from commencing or continuing in any manner, any action or proceeding, whether directly, derivatively, on account of or respecting any claim, debt, right or cause of action of the Debtors or the Reorganized Debtors which the Debtors or the Reorganized Debtors, as the case may be, retain sole and exclusive authority to

pursue in accordance with the Plan or which has been released pursuant to the Plan (excluding the UCT Trustee or the Unsecured Creditors' Trust with respect to their rights under the Plan, the Unsecured Note, and the Transferred Avoidance Actions).

13. Except as otherwise specifically provided in this Plan, on and after the Effective Date, each holder of a Claim and each a holder of an Equity Interest who has voted to accept this Plan (other than the Covenanting Parties, individually and in any capacity, solely with respect to the Debtors' directors, officers, and employees) shall be deemed to have unconditionally released the Debtors, the Reorganized Debtors, the Unsecured Creditors' Committee, the Equity Committee, and the Lenders, the DIP Financing Agent and the Senior Agent and with respect to each of the foregoing, all of their respective members, officers, employees, agents, attorneys, advisors, partners, accountants, financial advisors, or directors (as of either the Effective Date or the day immediately before the Effective Date) from any and all Claims, obligations, rights, suits, damages, causes of action, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity, or otherwise, that such Entity would have been legally entitled to assert (whether individually or collectively), based in whole or in part upon any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date in any way relating or pertaining to, the Debtors or the Reorganized Debtors, the Chapter 11 Cases, or the negotiation, formulation, and preparation of this Plan or any related agreements, instruments, or other documents, excluding causes of action, based on fraud, gross negligence, reckless, willful, or wanton misconduct.

14. This Court shall also retain jurisdiction in accordance with Section 9 and Paragraphs 10.8 and 11.7 of the Plan.

15. Notwithstanding anything to the contrary in this Confirmation Order or the Plan, nothing in this Confirmation Order or the Plan shall alter the rights David C. Hobson, DDS and DC Hobson, DDS, MS, a California corporation (collectively, “Hobson”) may have, if any, to assert his rights and claims against the Debtors solely for purposes of collecting against the supersedeas bond, or the surety for the supersedeas bond. In addition, nothing in this Confirmation Order or the Plan shall alter any valid rights Hobson may have, if any, to assert rights to set-off or recoupment, as a defense only (any offensive claims or rights of Hobson against the Debtors being discharged), with respect to any claims which have been or may be asserted against Hobson by the Debtors, or the Debtors’ successors or assigns, and the Debtors reserve their rights to bring any avoidance actions they may be entitled to assert against Hobson. Further, having obtained relief from the stay by consent orders to prosecute his interest in Appellate Case number 05-15105 and 05-15857 in the Ninth Circuit Court of Appeals, and to assert a right of set-off or recoupment in proceedings initiated in the Superior Court for the County of San Joaquin, California, Case Number CV026192, Hobson may continue to do so (as a defense only) without seeking relief from the permanent injunction. As to any pending or future litigation between the Debtors or their successors and/or assigns and Dr. Hobson, all of Dr. Hobson’s rights and all objections, if any, under applicable law regarding jurisdiction and venue shall be preserved.

16. Notwithstanding anything to the contrary in this Confirmation Order, the Plan, or including but not limited to §7.2, §3.2 or §9.2, the following terms shall apply to

the Debtors and Terry C. Loeffler, D.D.S. and T. Carl Loeffler, D.D.S., Inc. (collectively “Dr. Loeffler”). All of Dr. Loeffler’s rights and claims against parties other than the Debtor are reserved and specifically not satisfied, released, discharged, enjoined, cancelled or modified in any way, including but not limited to third party defendants in that certain litigation currently pending in the Superior Court for the State of California, County of Orange, Central Justice Center, Case Number 05CC10672 (the “Loeffler Action”). As to any claim by Dr. Loeffler against Debtors, or any claim or claim objection brought in the future by any of the Debtors or their successors and/or assigns against Dr. Loeffler, all of Dr. Loeffler’s rights are preserved, including but not limited to the imposition of a state-law constructive trust, declaratory relief vis-à-vis property of the estate, setoff and/or recoupment. As to any pending or future litigation between the Debtors or their successors and/or assigns and Dr. Loeffler, all of Dr. Loeffler’s rights and all objections, if any, under applicable law regarding jurisdiction and venue shall be preserved.

17. The Reorganized Debtors may transfer information and documents relating to Claims, any Defenses thereto, and the Transferred Avoidance Actions to the UCT Trustee, and the sharing of such information and documentation shall not result in the waiver or loss or impairment of the attorney client privilege, the attorney work product or any similar protection against disclosure.

18. The stipulation of August 3, 2006 entered into by and between the Debtors and various other parties [P- 1316] (the “Stipulations and Order”) is incorporated herein and in the event of any conflict between terms of the Plan, this Order or the Plan



Supporters' Findings of Fact and the terms of the Stipulations and Order, the terms of the Stipulations and Order shall prevail only with respect to the Stipulating Parties.

19. The Debtors shall file post confirmation reports every six (6) months commencing 60 days after the Effective Date until entry of a Final Decree or further order of this Court.

20. Within fifteen (15) days after entry of this Order, or within such further time as this Court may allow, the Debtors shall, as provided in Bankruptcy Rule 2002(f)(7), cause a copy of a notice of entry of this Order, to be mailed by first class mail to all creditors of the Debtors and all holders of the equity interests of OCA, Inc. and to be published once in the national edition of the New Orleans Times Picayune and once in the national edition of the Wall Street Journal. Such notice is adequate under the particular circumstances and no other or further notice is necessary or required.

21. If any or all of the provisions of this Order or the Plan or the Plan Supporters' Findings of Fact are hereafter reversed, modified or vacated by subsequent order of this Court or any other court, such reversal, modification or vacatur shall not affect the validity of the acts or obligations incurred or undertaken under or in connection with the Plan prior to the Debtors' receipt of written notice of any such order. Notwithstanding any such reversal, modification or vacatur of this Order, any such act of obligation incurred or undertaken pursuant to, and in reliance on, this order prior to the effective date of such reversal, modification or vacatur shall be governed in all respects by the provisions of this Order and the Plan and all documents related to the Plan and any amendments or modifications to any of the foregoing.

22. The provisions of the Plan and this Order shall be construed in a manner consistent with each other so as to effect the purposes of each; provided, however, that if there is determined to be any inconsistency between any Plan provision and any provision of this Order that cannot be so reconciled, then solely to the extent of such inconsistency, the provisions of this Order shall govern and any provision of this Order shall be deemed a modification to the Plan and shall control and take precedence.

23. The provisions of this Order are integrated with each other and are non-severable and mutually dependent. The Plan Supporters' Findings of Fact and this Order are deemed for all purposes to be one integrated order and the terms of each are mutually dependent and non-severable; the Plan Supporters' Findings of Fact are incorporated herein by reference and shall constitute, together with this Order, one integrated order for purposes of any appeal.

24. The failure specifically to include or reference any particular provision of the Plan or any related agreement in this Order shall not diminish or impair the efficacy of such provision or such related agreements, it being understood that it is the intent of this Bankruptcy Court that the Plan be confirmed and such related agreements be approved in their entirety.

25. Pursuant to the authority of this Court granted under Bankruptcy Rules 3020(e), 6004(h), 6006(d) and section 105 of the Bankruptcy Code and notwithstanding any contrary provision under the Bankruptcy Code, the Bankruptcy Rules or any other provision of applicable law, this Order shall not be stayed until the expiration of 10 days after entry of this Order and shall be effective immediately upon its entry. This Order is a

final order and the period in which an appeal must be filed shall commence upon the entry hereof.

26. Upon the Effective Date of the Plan, the Lenders and the Covered Officers and Directors shall be deemed to have irrevocably waived and released all Class 4 Claims that they may possess and all rights to distribution from the Unsecured Creditors' Trust.

27. Upon the Effective Date of the Plan, the Covered Officers and Directors shall be deemed to have irrevocably waived and released all claims and Causes of Action that they may now or hereinafter possess against the Debtors, their estates, the Reorganized Debtors, the Lenders, the UCC , the Unsecured Creditors' Trust, and the UCT Trustee, the Equity and Subordinated Claims Trustee the DIP Financing Agent, the Senior Agent, the Equity Committee or any of their respective members, officers, employees, agents, attorneys, advisors, partners, accountants, financial advisors or directors (as of the Effective Date) including, without limitation, all Class 4 Claims held by the Covered Officers and Directors.

EXHIBIT A

EXHIBIT B

EXHIBIT C

EXHIBIT D

EXHIBIT E



EXHIBIT F