UNITED STATES BANKRUPTCY COURT

EASTERN DISTRICT OF LOUISIANA

IN RE:	*	CASE NO: 06-10179
	*	
OCA, INC., ET AL	*	(Jointly Administered)
	*	
Debtors	*	SECTION "B"
	*	
**********		Chapter 11

OBJECTION TO MOTION FOR ORDER APPROVING PLAN SUPPORT AGREEMENT PURSUANT TO 11 U.S.C. § 105 (Docket 387)

NOW INTO COURT comes Jason Parker/Pediatric Dentists, A Professional Dental Corporation (Parker), a party to a BSA agreement with Debtor, appearing herein to lodge an opposition and objection to the Motion for Order Approving Plan Support Agreement (Plan Support Motion), with respect represents:

I.

Parker objects to the Plan Support Motion for the reasons set forth in an objection filed by "Certain Dentists", incorporated herein as if copied in extenso.

II.

Parker further comments that the full Schedules of assets and liabilities were filed concurrently with the Plan Support Motion and a §341 meeting is not scheduled until May 16, 2006, at 10:00 a.m. No meaningful information has been provided timely to permit evaluation of whether the conceptual outline of a Plan of Reorganization is plausible.

III.

Parker further notes that the Plan Support Motion is conveniently set to be heard concurrently with the final hearing on approval of Post Petition Financing. It is believed that one of its purposes is to influence this Court to approve the Post Petition Financing, despite legitimate objections, one of which is Parker's and his plea for adequate protection.

IV.

The Plan Support Motion is, as a preliminary matter, totally unnecessary. Each of the parties may be a co-sponsor of a plan to be offered by the Debtors wherein the agreements can or may be incorporated into the Disclosure Statement and Plan.

V.

A review of the Plan agreement reflects:

a.) Paragraph five seemingly contradicts paragraph ten(c) of the Motion restricting OCA and UCC from supporting an alternate plan without full payment to the Senior Lender Claim.

b.) Whether disclaimed or not, the "sneak preview" of a Plan of Reorganization, available electronically to the creditor base, is an indirect solicitation, presumably endorsed by the Parties.

c.) The question must be raised that if the Term Sheet, Official Committee Term Sheet, and the Agreement do not affect third parties nor can any person or entity be a third party beneficiary, why the necessity of Court approval and a corresponding order (paragraphs ten and twelve).

d.) Even if this Court approves the Motion and executes an Order, OCA and the Lenders can amend the terms and conditions without the Court's further involvement (paragraph fourteen). This is also true of the Official Committee Term Sheet, upon the unanimous consent of the Parties (Paragraph 15).

VI.

The Official Committee of Unsecured Creditors' Term Sheet begins:

> This term sheet constitutes a proposal to settle all claims between (i) Unsecured Creditors Committee (the UCC) of OCA, Inc. and its debtor subsidiaries (ii) (OCA) (iii) the lenders (collectively the Lenders) . . .
>
> * * *
>
> This term sheet is for discussion purposes only and is not a commitment to enter into such a settlement.

Revisiting paragraph five, any conflict between the agreement and the Official Term Sheet, the latter will govern. Issues arise as to what claims are being proposed to be settled; if the term sheet is merely for discussion, are the parties seeking the approval of the Bankruptcy Court to negotiate and/or render an advisory opinion of approval to its basic form.

VII.

The Official Committee of Unsecured Creditors' Term Sheet is complicated to say the least, encompassing terms which are included in other pleadings, i.e. Roll Up Obligations, Interest Claims, Overturned Assets, Roll Back Profits, each of which must be considered and understood concerning the use and impact upon the proposed agreed treatment of the Allowed General Unsecured Claims. More time is needed to dissect the intent of the parties.

WHEREFORE, the afore premises considered, Parker prays that the Plan Support Motion be denied.

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

BY: /s/ Emile L. Turner, Jr.

EMILE L. TURNER, JR. (#12963)
MARVIC G. THOMPSON (# 25903)
424 Gravier Street
New Orleans, LA 70130
Phone: 504-586-9120

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the above and foregoing *Objection to Motion for Order Approving Plan Support Agreement Pursuant to 11 U.S.C. § 105 (Docket 387)* has been served on the parties on the following parties via telecopier this 10th day of May, 2006:

William H. Patrick III	522-0949
Mark K. Thomas	312-923-2935
William E. Steffes	225-751-1998
B. Franklin Martin	596-2800
C. Mark Brannum	214-745-5390
Robert J. Burvant	682-1233
Arthur Halsey Rice	954-462-4300
Richard M. Goldstein	305-374-7632
J. David Forsyth	582-1555
U. S. Trustee's Office	589-4096

/s/ Emile L. Turner, Jr.

EMILE L. TURNER, JR.