



IT IS ORDERED as set forth below:

Date: June 8, 2018

Wendy L. Hagenau

Wendy L. Hagenau
U.S. Bankruptcy Court Judge

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

IN THE MATTER OF	:	CHAPTER 11
	:	
CLAYTON GENERAL, INC., et al.	:	Jointly Administered Under
	:	CASE NO. 15-64266-WLH
	:	
	:	
	:	
Debtors.	:	JUDGE HAGENAU

ORDER AND NOTICE APPROVING DEBTORS' DISCLOSURE STATEMENT TO ACCOMPANY FIRST AMENDED JOINT PLAN OF LIQUIDATION AND FIXING TIME FOR FILING ACCEPTANCES OR REJECTIONS OF AMENDED PLAN, AND NOTICE OF CONFIRMATION HEARING, AND NOTICE OF THE TIME FIXED FOR FILING OBJECTIONS TO CONFIRMATION OF THE AMENDED PLAN

On May 9, 2018, the Court held a hearing on the disclosure statement filed by the Debtor in the above styled case on March 30, 2018 (Docket No. 913) referring to a plan under Chapter 11 of the Bankruptcy Code, also filed by the Debtor on March 30, 2018 (Docket No. 914). After the hearing, Debtor filed a Disclosure Statement to Accompany First Amended Joint Plan of Liquidation (the "Amended Disclosure Statement") on June 7, 2018 (Docket No. 935) referring to an amended plan under Chapter 11 of the Bankruptcy Code, also filed by the Debtor on June



7, 2018 (Docket No. 934). It having been determined after the hearing on notice that the disclosure statement as amended contains adequate information,

IT IS ORDERED, AND NOTICE IS HEREBY GIVEN THAT:

A. The Amended Disclosure Statement filed by the Debtor in the above-styled case, dated June 7, 2018 in accordance with announcements at the hearing on the disclosure statement, is approved. The Plan contains a General Injunction and Channeling Injunction which are attached hereto as Exhibit A. Certain of your actions may be enjoined so you are encouraged to review the proposed injunction.

B. **July 17, 2018**, is fixed as the last day for filing written acceptances or rejections of the plan (the “Ballot”).

C. Within 7 business days after entry of this Order, the attorney for the Debtor shall transmit a copy of this Order, plan, disclosure statement, and a ballot by mail to creditors, equity security holders and other parties in interest, as provided in Federal Rule Bankruptcy Procedure 3017(d) and pursuant to BLR 9007-2, NDGa.

D. **July 24, 2018**, is fixed for the hearing on confirmation of the plan. Said hearing shall be held at **10:00 a.m.** in Courtroom **1403**, United States Courthouse, 75 Ted Turner Dr., SW, Atlanta, Georgia, before the undersigned. Said hearing maybe adjourned from time to time by announcement made in open Court without further written notice to parties in interest.

E. The plan proponent shall file a Report of Balloting with the Clerk of the Bankruptcy Court and serve pursuant to BLR 3018-1(b) and (c), NDGa.

F. **July 17, 2018**, is fixed as the last day for filing and serving written objections to confirmation of the plan pursuant to Federal Rule of Bankruptcy Procedure 3020(b)(1). Any objection to the confirmation of the plan must be made in writing and provide (a) the name and

address of the objector; (b) the amount and nature of the claim or interest held by the objector; and (c) all grounds for objection. Any such objections shall be filed with the Clerk of the Bankruptcy Court, Room 1340, United States Courthouse, 75 Ted Turner Drive, SW, Atlanta, Georgia 30303, or by using the Court's electronic case filing system ("CM/ECF"). For information on electronic filing, consult the Court's website at www.ganb.uscourts.gov. Any objection must also be served upon counsel for the Debtor, Matthew W. Levin, 4401 Northside Parkway, Atlanta, GA 30327.

END OF DOCUMENT

DISTRIBUTION LIST

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EXHIBIT A

The Debtors and the Committee have included certain proposed injunctions in the Plan. The Court has made no findings with respect to such injunctions, and will consider whether these injunctions are appropriate at the Confirmation Hearing. The proposed injunctions are as follows:

General Injunction

PURSUANT TO SECTIONS 105, 1123, 1129 AND 1141 OF THE BANKRUPTCY CODE, IN ORDER TO PRESERVE AND IMPLEMENT THE VARIOUS TRANSACTIONS CONTEMPLATED BY AND PROVIDED FOR IN THE PLAN, AS OF THE EFFECTIVE DATE AND THROUGH THE CONSUMMATION DATE, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PLAN OR IN THE CONFIRMATION ORDER, ALL PERSONS OR ENTITIES THAT HAVE HELD, CURRENTLY HOLD OR MAY HOLD A CLAIM, DEBT, OR LIABILITY AGAINST THE DEBTORS, THE ESTATES OR ANY OF THEIR RESPECTIVE PROPERTIES, ARE AND SHALL BE ENJOINED AND BARRED TO THE FULLEST EXTENT PERMITTED BY LAW FROM TAKING ANY OF THE FOLLOWING ACTIONS ON ACCOUNT OF ANY SUCH CLAIMS, DEBTS, OR LIABILITIES, OTHER THAN ACTIONS BROUGHT TO ENFORCE ANY RIGHTS OR OBLIGATIONS UNDER THE PLAN OR THE PLAN DOCUMENTS: (A) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING AGAINST THE LIQUIDATION TRUST, THE DEBTORS, THE ESTATES, OR THEIR RESPECTIVE PROPERTY; (B) ENFORCING, ATTACHING, COLLECTING OR RECOVERING IN ANY MANNER ANY JUDGMENT, AWARD, DECREE OR ORDER AGAINST THE LIQUIDATING TRUST, THE DEBTORS, THE ESTATES, OR THEIR RESPECTIVE PROPERTY; (C) CREATING, PERFECTING OR ENFORCING ANY LIEN OR ENCUMBRANCE AGAINST THE LIQUIDATING TRUST, THE DEBTORS, THE ESTATES, OR THEIR RESPECTIVE PROPERTY; (D) ASSERTING A SETOFF, RIGHT OF SUBROGATION OR RECOUPMENT OF ANY KIND AGAINST ANY DEBT, LIABILITY OR OBLIGATION DUE TO THE LIQUIDATING TRUST, THE DEBTORS OR THE ESTATES; (E) COMMENCING OR CONTINUING, IN ANY MANNER OR IN ANY PLACE, ANY ACTION THAT DOES NOT COMPLY WITH OR IS INCONSISTENT WITH THE PROVISIONS OF THE PLAN OR THE CONFIRMATION ORDER; OR (F) INTERFERING WITH OR IN ANY MANNER WHATSOEVER DISTURBING THE RIGHTS AND REMEDIES OF THE LIQUIDATING TRUST, THE DEBTORS OR THE ESTATES UNDER THE PLAN AND THE PLAN DOCUMENTS AND THE OTHER DOCUMENTS EXECUTED IN CONNECTION THEREWITH.

Channeling Injunction

THE ENJOINED PARTIES SHALL BE PERMANENTLY BARRED, RESTRAINED AND ENJOINED FROM EVER COMMENCING, ASSERTING, CONTINUING, FILING, CONDUCTING, OR BRINGING, DIRECTLY, INDIRECTLY, OR DERIVATIVELY, ANY CLAIM, DEMAND, SUIT, ACTION, OR OTHER PROCEEDING OF ANY KIND (INCLUDING, WITHOUT LIMITATION, ANY PROCEEDING IN A JUDICIAL, ARBITRAL, ADMINISTRATIVE, OR OTHER FORUM), AGAINST (A) ANY OF THE RELEASED

PARTIES, OR THEIR RESPECTIVE PROPERTY, INCLUDING THE PROCEEDS OF SUCH PROPERTY, WITH REGARD TO ALL MATTERS ARISING OUT OF OR RELATED TO ANY INVOLVEMENT OF ANY OF THE **RELEASED PARTIES** WHATSOEVER IN TRANSACTIONS, ACTS, OR EVENTS IN ANY MANNER RELATED TO THE **DEBTORS** AND THEIR PREDECESSORS, AFFILIATES, SUCCESSORS, PRINCIPALS, DIRECTORS, OFFICERS, AND RELATED ENTITIES, AND (B) THE **INSURER** WITH REGARD TO ANY AND ALL CLAIMS UNDER THE **POLICY**, INCLUDING BUT NOT LIMITED TO, MATTERS RELATING TO (A) THE **ASSERTED CLAIMS**; (B) THE **DEBTORS'** FAILURE TO PERFORM UNDER ANY AGREEMENT WITH ANY OF THE **ENJOINED PARTIES** OR FAILURE TO PERFORM ANY OBLIGATION OWED TO ANY OF THE **ENJOINED PARTIES**; (C) THE **DEBTORS'** BREACH OF CONTRACT, BREACH OF WARRANTY OR BREACH OF ANY OTHER OBLIGATION OWED TO ANY OF THE **ENJOINED PARTIES** AS A RESULT OF THE SAME, OR UPON BREACH OF ANY DUTY OWED TO ANY **ENJOINED PARTIES** WHETHER BASED UPON A THEORY OF LAW OR EQUITY; OR (D) THE **DEBTORS'** CONDUCT, OR ANY TRANSACTION OR AGREEMENT BY AND AMONG ANY OF THE **DEBTORS'** DIRECTORS AND OFFICERS, AND ANY OF THE **RELEASED PARTIES**; ASSERTING, CONTINUING, FILING, CONDUCTING, OR BRINGING, DIRECTLY, INDIRECTLY, OR DERIVATIVELY, ANY CLAIM, DEMAND, SUIT, ACTION, OR OTHER PROCEEDING OF ANY KIND (INCLUDING, WITHOUT LIMITATION, ANY PROCEEDING IN A JUDICIAL, ARBITRAL, ADMINISTRATIVE, OR OTHER FORUM), AGAINST ANY OF THE **RELEASED PARTIES**, OR THEIR RESPECTIVE PROPERTY, INCLUDING THE PROCEEDS OF SUCH PROPERTY THAT WOULD RESULT IN THE AVOIDANCE OF ALLEGEDLY FRAUDULENT (ACTUAL OR CONSTRUCTIVE) OR PREFERENTIAL TRANSFERS FROM THE **DEBTORS** TO ANY OF THE **RELEASED PARTIES**, REGARDLESS OF WHETHER SUCH **RELEASED PARTY** IS THE INITIAL OR SUBSEQUENT TRANSFEREE, AND/OR RECOVERY OF SUCH ALLEGEDLY FRAUDULENT (ACTUAL OR CONSTRUCTIVE) OR PREFERENTIAL TRANSFERS FROM SUCH **RELEASED PARTY**; ENFORCING, LEVYING, EMPLOYING LEGAL PROCESS (INCLUDING PROCEEDINGS SUPPLEMENTARY), WHETHER PRE-JUDGMENT OR POST-JUDGMENT, ATTACHING, GARNISHING, SEQUESTERING, COLLECTING, OR OTHERWISE RECOVERING BY ANY MEANS OR IN ANY MANNER, ANY CLAIMS AGAINST (A) THE **RELEASED PARTIES**, OR THEIR RESPECTIVE PROPERTY, INCLUDING THE PROCEEDS OF SUCH PROPERTY, WITH REGARD TO ALL MATTERS ARISING OUT OF OR RELATED TO ANY INVOLVEMENT OF ANY OF THE **RELEASED PARTIES** WHATSOEVER IN TRANSACTIONS, ACTS, OR EVENTS IN ANY MANNER RELATED TO THE **DEBTORS**, AND THEIR PREDECESSORS, AFFILIATES, SUCCESSORS, PRINCIPALS, DIRECTORS, OFFICERS, AND RELATED ENTITIES; AND (B) THE **INSURER** WITH REGARD TO ANY AND ALL CLAIMS UNDER THE **POLICY**, INCLUDING BUT NOT LIMITED TO, MATTERS RELATING TO (1) THE **ASSERTED CLAIMS**; (2) THE **DEBTORS'** FAILURE TO PERFORM UNDER ANY AGREEMENT WITH ANY OF THE **ENJOINED PARTIES** OR FAILURE TO PERFORM ANY OBLIGATION OWED TO ANY OF THE **ENJOINED PARTIES**; (3) THE **DEBTORS'** BREACH OF CONTRACT, BREACH OF WARRANTY OR BREACH OF ANY OTHER OBLIGATION OWED TO ANY OF THE **ENJOINED PARTIES** AS A RESULT OF THE SAME, OR UPON BREACH OF ANY DUTY OWED TO ANY **ENJOINED PARTIES** WHETHER BASED UPON A THEORY OF LAW OR EQUITY; OR (4) THE **DEBTORS'** CONDUCT, OR ANY

TRANSACTION OR AGREEMENT BY AND AMONG ANY OF THE **DEBTORS'** DIRECTORS AND OFFICERS, AND ANY OF THE **RELEASED PARTIES**; PURSUING, AIDING, OR ABETTING ANY ACTION BROUGHT BY ANY PERSON OR ENTITY SEEKING RECOVERY, CONTRIBUTION AND/OR INDEMNITY FROM (A) ANY OF THE **RELEASED PARTIES**, OR THEIR RESPECTIVE PROPERTY, INCLUDING THE PROCEEDS OF SUCH PROPERTY, WITH REGARD TO ALL MATTERS ARISING OUT OF OR RELATED TO ANY INVOLVEMENT OF ANY OF THE **RELEASED PARTIES** WHATSOEVER IN TRANSACTIONS, ACTS, OR EVENTS IN ANY MANNER RELATED TO THE **DEBTORS** AND THEIR PREDECESSORS, AFFILIATES, SUCCESSORS, PRINCIPALS, DIRECTORS, OFFICERS, AND RELATED ENTITIES, AND (B) THE **INSURER** WITH REGARD TO ANY AND ALL CLAIMS UNDER THE **POLICY**, INCLUDING BUT NOT LIMITED TO, MATTERS RELATING TO (1) THE **ASSERTED CLAIMS**; (2) THE **DEBTORS'** FAILURE TO PERFORM UNDER ANY AGREEMENT WITH ANY OF THE **ENJOINED PARTIES** OR FAILURE TO PERFORM ANY OBLIGATION OWED TO ANY OF THE **ENJOINED PARTIES**; (3) THE **DEBTORS'** BREACH OF CONTRACT, BREACH OF WARRANTY OR BREACH OF ANY OTHER OBLIGATION OWED TO ANY OF THE **ENJOINED PARTIES** AS A RESULT OF THE SAME, OR UPON BREACH OF ANY DUTY OWED TO ANY **ENJOINED PARTIES** WHETHER BASED UPON A THEORY OF LAW OR EQUITY; OR (4) THE **DEBTORS'** CONDUCT, OR ANY TRANSACTION OR AGREEMENT BY AND AMONG ANY OF THE **DEBTORS'** DIRECTORS AND OFFICERS, AND ANY OF THE **RELEASED PARTIES**; ENFORCING ANY TERMS SET FORTH IN ANY SETTLEMENT AGREEMENT BY AND AMONG ANY OF THE **RELEASED PARTIES** AND ANY OF THE **ENJOINED PARTIES** THAT WOULD RESOLVE, COMPROMISE OR SETTLE CLAIMS THAT WOULD OTHERWISE BE ENJOINED BY THE **BAR ORDER** OR THE INJUNCTION SET FORTH IN SECTION 7.09 OF THE PLAN; AND PURSUING ANY OF THE **ENJOINED CLAIMS** RECITED HEREIN AS THEY RELATE TO ANY CLAIMS AGAINST RETAINED PROFESSIONALS INCLUDING ACCOUNTANTS AND LEGAL COUNSEL AS WELL AS THEIR AGENTS AND ASSIGNS OF ANY OF THE **RELEASED PARTIES** (COLLECTIVELY, THE FOREGOING AS DESCRIBED IN SECTION § 7.09 OF THE PLAN HEREIN ARE REFERRED TO AS THE "**ENJOINED CLAIMS**"). THE INJUNCTION DESCRIBED IN SECTION 7.09 OF THE PLAN SHALL BE REFERRED TO AS THE "**CHANNELING INJUNCTION.**" NOTWITHSTANDING ANYTHING CONTAINED IN THE PLAN, (I) NOTHING IN THE PLAN SHALL OPERATE TO, OR BE DEEMED TO, RELEASE EMORY HEALTHCARE, INC. AND EMORY CLINICALLY INTEGRATED NETWORK, LLC FROM ANY CLAIMS ARISING IN FAVOR OF PRIME HEALTHCARE FOUNDATION, INC., PRIME HEALTHCARE FOUNDATION – SOUTHERN REGIONAL, LLC, AND/OR ANY OF THEIR RESPECTIVE AFFILIATES (COLLECTIVELY, THE "**PRIME ENTITIES**") TO THE EXTENT THAT SUCH CLAIMS (A) AROSE ON OR AFTER FEBRUARY 1, 2016, AND (B) DO NOT DIRECTLY ARISE FROM ACTIVITY OCCURRING PRIOR TO FEBRUARY 1, 2016; AND (II) NOTHING HEREIN SHALL BAR OR OTHERWISE ENJOIN THE PRIME ENTITIES FROM ASSERTING SUCH CLAIMS.