UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

In re	)	Chapter 11
	)	
ADEYINKA ADESOKAN,	)	Case No. 16-50297-wlh
	)	
Debtor.	)	Judge Hagenau
	)	

SECOND AMENDED AND RESTATED DISCLOSURE STATEMENT TO MR. ADESOKAN'S PLAN OF REORGANIZATION DATED SEPTEMBER 1, 2016

This document is the second amended and restated disclosure statement under 11 U.S.C. § 1125 for the plan of reorganization under 11 U.S.C. § 1121, filed by ADEYINKA (a/k/a YINKA) ADESOKAN, as debtor and debtor in possession, and dated as set forth above.

This document is identical to the First Amended and Restated Disclosure Statement, filed on October 21, 2016 at Docket No. , with one exception: that document omitted the exhibit, titled Exhibit 1. This document attaches that exhibit.

Dated: October 23, 2016
Atlanta, Georgia

/s/Bill Rothschild
William L. Rothschild
Georgia Bar No. 616150
Attorneys for Mr. Adesokan and debtor in possession

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I. INTRODUCTION, DEFINITIONS AND DISCLAIMER

The document you are now reading is the disclosure statement of Adeyinka Adesokan ('Mr. Adesokan'), Mr. Adesokan in the bankruptcy case captioned on the front page (the "Bankruptcy Case"). Mr. Adesokan is a debtor under Bankruptcy Code Chapter 11. He has submitted a reorganization plan (the "Plan") for his creditors' consideration. The Bankruptcy Code requires that a disclosure statement accompany the Plan. Unless otherwise defined, capitalized terms used in this Disclosure Statement have the meanings ascribed to them in the Plan. In the event of an inconsistency between the Disclosure Statement and the Plan, the terms of the Plan shall govern and such inconsistency shall be resolved in favor of the Plan.

The Bankruptcy Court has approved this Disclosure Statement as containing "adequate information" to permit creditors to make an informed decision whether to accept or reject the Plan. Under the Bankruptcy Code, your acceptance of the Plan may not be solicited unless you receive a copy of this Disclosure Statement before or with any such solicitation.

Accompanying this Disclosure Statement are copies of the following documents (collectively, the "Solicitation Package"): (1) the Plan; (2) a Notice to Voting Classes; and (3) a Ballot to be executed by Holders of Claims in Class 2 (First mortgagee on Garmon Road Home), Class 3 (first mortgagee on Riley Place), Class 4 (second lienholder on Riley Place), Class 5 (first mortgagee on Windstream Way), Class 6 (IRS and GDR), and Class 9 (general unsecureds except lawsuit claimants). These are the classes entitled to vote to accept or reject the Plan (the "Voting Classes"), because these classes are "impaired" as the Bankruptcy Code uses that word. We furnish the Solicitation Package to of Claimants in the Voting Classes for the purpose of soliciting votes on the Plan.

Your contact person for the Plan process is Mr. Adesokan's counsel, Bill Rothschild, of Ogier, Rothschild & Rosenfeld, PC, 170 Mitchell Street, SW, Atlanta, GA 30303 (404) 525-4000, direct line (404) 527-6644, email br@orratl.com. Please read this Disclosure Statement first. After you read it, please contact counsel if you did not receive a Ballot and believe that you are entitled to vote, if you have any questions about anything, or if you want copies of documents.

The primary purpose of this Disclosure Statement is to provide parties entitled to vote on the Plan with adequate information so that they can make reasonably informed decisions before exercising their rights to vote to accept or reject the Plan. This Disclosure Statement sets forth information regarding Mr. Adesokan's prepetition history and events that have occurred during his Chapter 11 case. This document then describes the Plan, alternatives to the Plan, effects of confirmation of the Plan, and the manner in which distributions will be made under the Plan. Finally, this document discusses the confirmation process and voting procedures that creditors must follow for their votes to be counted.

The Bankruptcy Court's approval of this Disclosure Statement does not constitute a guarantee of the accuracy or completeness of the information contained in it, nor an endorsement of the Plan.

When and if the Bankruptcy Court confirms the Plan, the Plan will bind Mr. Adesokan and all Claimants, whether or not they are entitled to vote or did vote on the Plan, and whether or not they receive or retain any distributions or property under the Plan. Thus, we advise and encourage all creditors to read both this Disclosure Statement and the Plan in their entirety.

This Disclosure Statement contains summaries of various things, such as Plan provisions, Plan, statutory provisions, documents related to the Plan, events in the Bankruptcy Case, and financial information. Plan summaries and statements made in this Disclosure Statement are qualified in their entirety by reference to the Plan, any exhibits, and the Disclosure Statement as a whole.

Although Mr. Adesokan believes that the summaries are fair and accurate, the summaries are qualified to the extent that they do not set forth the entire text of such documents or statutory provisions. The financial data has not been subjected to an independent audit. Mr. Adesokan cannot and does not warrant that the information below is without any inaccuracy or omission. In addition, anything that speaks of the future in this document contains assumptions that involve a number of risks and uncertainties. Although Mr. Adesokan has used his best efforts to be accurate in making these statements, it is possible that the assumptions may not materialize.

Nothing contained in this document shall constitute an admission of any fact or liability by any party, or be admissible in any nonbankruptcy proceeding involving Mr. Adesokan or any other party. You should consult your personal counsel or tax advisor on any questions or concerns regarding all legal consequences of the Plan, including tax consequences.

THE REPRESENTATIONS IN THIS DISCLOSURE STATEMENT ARE THOSE OF MR. ADESOKAN. NO REPRESENTATIONS CONCERNING MR. ADESOKAN ARE AUTHORIZED OTHER THAN AS SET FORTH IN THIS STATEMENT. ANY REPRESENTATIONS OR INDUCEMENTS MADE TO SECURE ACCEPTANCE OF THIS PLAN, OTHER THAN AS CONTAINED IN THIS DOCUMENT, SHOULD NOT BE RELIED UPON BY ANYONE. THE INFORMATION CONTAINED BELOW HAS NOT BEEN SUBJECTED TO A CERTIFIED AUDIT. THE REPRESENTATIONS BY MR. ADESOKAN ARE NOT WARRANTED OR REPRESENTED TO BE WITHOUT ANY INACCURACY, ALTHOUGH EVERY EFFORT HAS BEEN MADE TO BE ACCURATE.

II. BACKGROUND

A. Before the Bankruptcy Case

Mr. Adesokan is married to Dr. Paula Nelson (who sometimes goes by her husband's last name), a dermatologist. Beginning in 1997, and as a result of their business strategies and individual hard work, together they built successful dermatology practices in Georgia, Pennsylvania and Maryland, through Family Dermatology, P.C., a Georgia professional corporation, in Pennsylvania through Family Dermatology of Pennsylvania, P.A., and elsewhere (collectively, the "Practice"). Mr. Adesokan managed the business side of the Practice.

Their business model centered on acquiring dermatology practices across the country, and merging them and the doctors into the infrastructure Family Dermatology had created. In the interest of efficient patient care, these doctors, as well as Dr. Nelson, regularly referred pathology services to the practice's in-house dermatopathology laboratory, which operated under the name Nelson Dermatopathology (the "Lab"). Claims from the work done in the lab were regularly submitted to Medicare, and various insurance companies whose members required pathology services.

The Practice became lucrative for several reasons, beginning with economies of scale. The existing infrastructure, including an in-house practice management computer system that Mr. Adesokan created, reduced the overhead the practices would have existing on their own. Other reasons included the lower cost of bulk supplies, staffing and centralized management. Finally, Dr. Paula Nelson worked extremely hard, personally generating more than 10% of the practice's revenue, even with up to 89 other providers working for the Practice.

Some issues arose in 2009. Plaintiffs later filed three "qui tam" actions against the practice alleging, inter alia, improper financial arrangements between the Practice and its independent contractor physicians. The Latin words "qui tam" refer to an action in which a private citizen may sue in the name of the sovereign (once the king, now the United States or a State), litigate the action, and receive a cut of any amounts recovered by judgment or settlement. The named defendants were Dr. Nelson, Mr. Adesokan, and their Practice corporations listed above.

The Office of Inspector General of the Department of Health and Human Services ("OIG") and eventually the United States Department of Justice ("DOJ"), got involved to investigate these qui tam actions and the possibility of violation of Stark Law under the False Claims Act, 31 U.S.C. § 3730(b).

The Stark ("physician anti-self-referral") Law (42 U.S.C. § 1395nn) ("Stark") prohibits a physician from referring patients to an entity for the furnishing of designated health services (a category of services that includes in-house pathology lab services) if the physician has a financial relationship with the entity, unless an exception applies. For each Personal Service Arrangement (PSA) to survive scrutiny, it must have been structured such that it satisfied all of the elements of the Stark "personal service arrangement" exception. Such exception requires that "the compensation to be paid over the term of each arrangement is set in advance, does not exceed

fair market value and . . . is not determined in a manner that takes into account the volume or value of referrals." (42 C.F.R. § 411.357(d)(v)).

DOJ took the position that, although not explicitly set forth in the professional services agreements between the Practice and the physicians, there was an implicit requirement to refer specimens to a pathology lab owned and operated by the Practice, and that the compensation formula such as the one set forth in Family Dermatology's PSA takes into account the volume of referrals. Further, the recent research of the Practice indicates that the range of compensation (i.e., 45%-60% of collections instead of a set % regardless of provider receipt) set forth in the PSA is in excess of fair market value ("FMV"), which is more appropriately 38% as it pertains to the PSA, based on data provided by an organization approved by CMS to provide fair market value numbers for various specialties, called MGMA.

The investigation period was between January 1, 2003 and December 31, 2013, during which time Family Dermatology had contracts with over 100 providers, a lot of whom have been with the practice for over 10 years, and most of whom signed the same/similar contract. The contracts were reviewed by Family Dermatology lawyers and by the lawyers of each provider, all of whom found them to be acceptable. At the time, neither Family Dermatology nor the providers were aware that the contracts/ financial arrangements engaged in could be seen to violate Stark.

The investigation and the qui tam actions culminated in the execution of an agreement (the "Settlement Agreement" with the United States, effective April 21, 2015 to pay $3,247,835 plus interest at 2.375% annually, to be paid in 7 installments over five years. As stated in the Department of Justice Press Release, the settlement was to "settle allegations that [Family Dermatology] violated the False Claims Acts by engaging in improper financial relationships with a number of its employed physicians.: The settlement agreement is not an admission of liability.

There has been some bad publicity with the practice, some of which has to do with news media coverage of patient billing complaints, former employed physicians suing the practice, and the supposed lavish lifestyle of Mr. Adesokan and Dr. Paula Nelson.[1]

With regards to the patient billing complaints, The Better Business Bureau ("BBB") had received a number of complaints from patients (140 complaints over 3 years). The BBB gave the practice an F rating and issued an alert on the company. To put this into some perspective, during that same 3-year period, Family Dermatology had sent out over 773,000 statements to more than 225,000 patients (this was a combination of all 57 clinics the practice had at the time and the 90 providers working there- making it less than 1 complaint per year per office).

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[1] . A Google search of "Family Dermatology on August 30, 2016, reveals the following, for example: http://www.cbs46.com/story/28264040/medical-practice-accused-of-over-billing-ignoring-patients-doctor-brushes-it-off (posted 3/4/2015, update 6/24/2015); http://www.fox5atlanta.com/news/i-team/140645885-story (posted and updated 513/2016); and http://www.bizjournals.com/atlanta/morning_call/2015/04/family-dermatology-to-pay-3-2m-to-settle-alleged.html (posted 4/22/2015).

More importantly, the practice had to be careful in the way it responded to online complaints in order to avoid HIPPAA law violations, and therefore did not respond directly on the BBB, because even admitting that the specific patient was seen by the practice is a HIPAA law violation. The practice opted to respond to patients directly. However, some news outlets created stories highlighting the patient complaints and Family Dermatology's lack of online response to patients, all without a full understanding of the sensitivity of patient care regulations.

Most complaints arose from patients concerned with the possibility of billing errors. All Family Dermatology's statements were only sent out after hearing back from the insurance company with an explanation of benefits (EOB) electronically indicating that the patient is responsible for the balance due. The errors that sometimes occur, though infrequently, are usually due to the computer's interpretation of those electronic EOBs. The company's staff handle as many of the calls as possible, address some patients in the clinics, and provide an email as well as voicemail for patients to reach out to discuss anything they don't understand on their bills.

Some physicians formerly employed by the practice, also sued for monies they believed were owed to them based on the original contracts they had with Family Dermatology. As stated above, the practice had to enter into a settlement agreement and pay the government to settle allegations that it had been overpaying its employed physicians. Additionally, the practice entered into a Corporate Integrity Agreement (CIA) which specified that the practice had to follow Stark and Anti-Kickback guidelines for all present and future financial arrangements. The practice was also required to employ an Independent Review Organization (IRO) to ensure Family Dermatology was compliant with Stark and Anti-Kickback laws. Based on these agreements, the practice could no longer pay providers above fair market value, and after using data provided by government approved agencies, determined that the practice had previously overpaid every single one of the providers who had sued for unpaid compensation.

The extensive cost for the litigation required to respond to physician lawsuits, damages arising from terminated lease agreements for locations where doctors left because of these issues, and delays of insurance companies in paying monies owed to Family Dermatology, all combined to cause cash flow issues within the practice. The Adesokans' income accordingly dropped precipitously. Mr. Adesokan filed this bankruptcy case primarily to stop the possible foreclosure of the couple's home at 4499 Garmon Road, N.W., Atlanta, GA 30327, which has substantial equity.

B. During the Bankruptcy Case

Mr. Adesokan filed this Bankruptcy Case under Bankruptcy Code Chapter 11 on January 5, 2016. During the Bankruptcy Case, Mr. Adesokan's first business model for reorganizing was to rebuild the Practice. That proved more difficult than he first thought, and received a setback on May 18, 2016, when the Office of Inspector General of the Department of Health and Human Services ("HHS-OIG") sent a letter notifying the Adesokans that the Practice would be excluded from participation in Medicare, Medicaid and all Federal health care programs, effective immediately. The stated reason was not related to patient care or billing in the ongoing Practice; rather, the Adesokans missed the Settlement Agreement payment of $472,841.25 due on April 21, 2016.

Mr. Adesokan has created a new business model to reorganize from this Bankruptcy Case, which the Plan reflects, as follows.

C. The Business Model behind the Plan

Family Dermatology's records indicate that there are at least forty million dollars ($40,000,000) in charges that it has not been paid by various insurance companies and patients. Specifically, $8,649,944.64 of those outstanding charges are for services performed by Family Dermatology to participants of various federal programs. Although the DOJ has not taken a position that it will accept the setoff or reinstate the practice, the DOJ and Office of Inspector General have communicated with Medicare regarding them. Medicare has issued a Technical Direction Letter to payors, to determine the value of outstanding claims.

The Adesokans' plan is to pay off the entire DOJ settlement amount in full (about $3 million) from accounts receivable now due from the various federal programs. It is common that the amount of receivables ultimately paid is smaller than the gross amounts charged, which is set forth in the paragraph above. However, Mr. Adesokan believes that in any event the value of these receivables exceeds the amount due in the DOJ settlement.

Once this amount is paid, the practice will seek to be reinstated into Federal programs, and continue to generate new income. In the meantime, the Practice has suspended operations to focus on working the accounts receivable from insurance companies to generate the moneys required to be reinstated in Medicare, Medicaid and other Federal health care programs. As noted above, the only stated reason for the exclusion is the default under the Settlement Agreement.

D. Additional Information

You may find this additional information helpful as well in enabling you to make an informed judgment about the plan.

Why will Family Dermatology Pay Mr. Adesokan's Debts at all?

What is the basis for the belief that Family Dermatology will fund the Debtor's personal debts. The answer in great part is that Family Dermatology is the primary debtor on those debts, that Dr. Nelson is a co-debtor, that Dr. Nelson owns Family Dermatology, and that Family Dermatology is the employer of both Dr. Nelson and Mr. Adesokan. The couple is putting their business back in order, and will then again pay their creditors from it.

The Pending Request to Offset

What is the current status of Family Dermatology's attempts to collect its accounts receivable from various federal programs? Family Dermatology has proposed that the debts be offset; i.e., that the United States take enough outstanding Medicare charges to pay off the DOJ Settlement, and then reinstate Family Dermatology as a permitted provider. Family Dermatology will then reopen.

The response of the United States Department of Justice ("DOJ") to Family Dermatology has been: first go through the normal channels to ascertain how much the Medicare program owes you, and only then will we talk of a mutual setoff. That response was by email on August 3, 2016 ("I will await CMS' assessment of your claims data before attempting to draw any conclusions on what impact, if any these claims may have on your clients' outstanding obligations under the Settlement Agreement").

The agency that analyzes payment claims is the Centers for Medicare and Medicaid Services (called "CMS" within the field and in this statement). In this area, CMS subcontracts to Cahaba Government Benefit Administrators, LLC (called "Cahaba" within the field and in this statement). CMS needs to issue a revised Technical Direction Letter (called "TDL" within the field and in this statement) to Cahaba so that Cahaba can complete its work.

When will that revised TDL arrive? Cahaba does not have "any indication of the timeframe on when we should receive additional instructions[,]" per an email sent September 15, 2016, and as of late last week still had not heard.

Insurance Accounts Receivable

What is the status of the collection efforts from insurance companies? Family Dermatology is verifying its data. In the past month Family Dermatology has sent out bills/statements for over 5,600 patients with a/r's exceeding $800,000.

Family Dermatology's Future and its Effect on the Plan

What is Family Dermatology's future and how does that affect the Plan? Family Dermatology was suspended from Medicare and other such programs because it is in default in its DOJ Settlement obligations. Mr. Adesokan sees no impediment to reopening the Practice once a setoff is approved, and no obligations remain under the DOJ settlement.

If Family Dermatology were not to reopen, Mr. Adesokan would expect collection of accounts receivable from all sources to suffer little impact.

Whose Money will fund the Plan?

Whose money will fund the Plan? Family Dermatology is the only entity that generates funds. Family Dermatology is the primary debtor on the DOJ Settlement and on some claims filed in this case. Family Dermatology is Mr. Adesokan's employer and Dr. Nelson's employer. Dr. Nelson is Family Dermatology's owner. Accordingly, the ultimate source of all Plan funds will be Family Dermatology. And accordingly, the issue of what personal income Mr. Adesokan will devote to funding the Plan is a question for accountants and tax lawyers, namely: to what extent should the debts paid through the Plan be paid directly from Family Dermatology, through Dr. Nelson's income, and through Mr. Adesokan's income? Those decisions have not yet been made.

III. THE PLAN

A. What the Plan does not do.

1. No Discharge. The overwhelmingly prevalent reason that people file cases in Chapter 7 (liquidation), Chapter 11 (reorganization), Chapter 12 (farmer reorganization) or Chapter 13 (wage earner reorganization) is to be freed from debts. That's called a "discharge." Mr. Adesokan did not file this Bankruptcy Case to seek a discharge from any of his debts, and the Plan does not provide for a discharge. Rather, Mr. Adesokan filed the Bankruptcy Case and presents this plan to restructure, and in some cases to delay payment, on debts, but ultimately to pay them in full.

2. No effect on Settlement Agreement. The Plan does not affect the settlement of the Qui Tam actions at all. See Class 1 below.

3. No effect on Practice Lawsuits. In several cases physicians formerly employed by the Practice have sued the Practice corporation that employed them, and in some of those the plaintiffs have extended their claims to Mr. Adesokan personally. Mr. Adesokan believes that the lawsuits have no value against him, and the plaintiffs of course disagree. In any event, the Plan frees those plaintiffs to continue their lawsuits as if there were no bankruptcy case at all. See Class 8 below.

B. The Classes

The following describes the Plan's classes and their treatment. See attached Exhibit 1 for the projected numbers.

1. The United States of America, etc. Class 1 consists of the Claim arising from the Settlement Agreement. As noted above, the Plan leaves that claim unaltered. This class is unimpaired.

2. Class 2: US. Bank National Association, etc. Class 2 consists of U.S. Bank National Association, as successor in interest, which holds the 1st mortgage on the Garmon Road Home. Upon the Effective Date, Mr. Adesokan will recommence monthly payments in the pre-default amount. Mr. Adesokan will pay off the arrears and thereby bring the mortgage current by five payments of equal principal amount, plus interest at the mortgage rate, one each on the first, second, third, fourth, and fifth anniversaries of the Effective Date. This class is impaired.

3. Class 3: America's Servicing Company. Class 3 consists of America's Servicing Company, which holds the first mortgage on Riley Place. Mr. Adesokan will sell Riley Place and pay this claim in full. The Claimant shall be stayed from foreclosure until consummation of that sale or the second anniversary of the Effective Date, whichever comes first. This claim is impaired.

4. Class 4: Iberia Bank. Class 4 consists of Iberia Bank, Successor to Georgia Commerce Bank, which holds the lien on Riley Place through both a deed to secure debt (i.e., a mortgage) and a judgment lien, i.e., a fi fa, entered on 7/27/2015. Mr. Adesokan will sell Riley Place and pay this claim in full. The Claimant shall be stayed from foreclosure until

consummation of that sale or the second anniversary of the Effective Date, whichever comes first. This claim is impaired.

5. Class 5: U.S. Bank National Association, as trustee. Class 5 consists of U.S. Bank, National Association, as trustee c/o Ocwen Loan Servicing, LLC, which holds the first mortgage on Windstream Way. Adesokan will cure all defaults and bring this claimant's loan current no later than the last day of the second month after the Effective Date. This claim is unimpaired

6. Class 6: Tax Claims consists of the IRS and the GDR for all claims outstanding at the commencement date of the Bankruptcy Case. These two classes will be paid over five years with interest at 2.375 percent per year, which is the rate that the Defendants pay in the Settlement Agreement. This class is impaired.

7. Prepetition Priority Claims. Class 7 consists of all Prepetition Priority Claims, i.e., all Claims allowable under 11 U.S.C. § 507(a)(3)-(9), except for any claim that is in Class 6 above (the tax claims). Each Class 7 Claim, if any, shall be paid in its entire Allowed Amount on its Allowed Payment Date(s). This class is unimpaired.

8. Lawsuits. Class 8 consists of the Lawsuit claims. The Plan leaves those Claims unaltered. Since the Bankruptcy Case was filed (absent a subsequent Bankruptcy Court order to the contrary), the automatic stay of 11 U.S.C. § 362(a) has prevented Class 8 Claimants from continuing their litigation against Mr. Adesokan. Under the Plan, that stay ends on the Plan's Effective Date. This class is unimpaired.

9. General Unsecureds. Class 9 consists of all general unsecured claims against Mr. Adesokan not classified in any of Classes 1 – 8, and the claim of HTA Camp Creek III, LLC arising from its default judgment entered in the State Court of Fulton County on 12/8/2015. Mr. Adesokan shall pay any Class 9 claim under $1,000 in its full Allowed Amount on its Claim Payment Date. Mr. Adesokan shall pay the remaining claims in their full Allowed Amount on the same schedule and a the same interest rate as the IRS and GDR are paid in Class 6 above.

C. Postpetition Obligations.

All Postpetition Obligations will be paid on the Effective Date. If a Postpetition Obligation is not yet fixed, then ample funds to cover it will be set aside on the Effective Date, and it will be paid when fixed.

D. Other Plan Provisions

Here are other Plan Provisions that may interest you. Please read the Plan in its entirety because you may find something that matters very much to you and that does not appear in this section.

1. Effective Date. The Plan's Effective Date is set as the first day of a month to make accounting for the real estate transactions easier. It is the first day of the first month following the day on which the Confirmation Order takes effect. (There's a special provision in

the highly unlikely event that the Confirmation Order would take effect, but then not be in effect on the first day of the next month.)

2. Executory Contracts. All executory contracts and unexpired leases not subject to an order of rejection entered before the Effective Date shall be deemed to be assumed on the Effective Date.

3. Modifications. Mr. Adesokan is permitted to modify the Plan, before or after Confirmation, without notice or hearing, or after such notice and hearing as the Bankruptcy Court deems appropriate, if the Bankruptcy Court finds that the modification does not materially and adversely affect the rights of any parties in interest which have not had notice and an opportunity to be heard with regard thereto. In the event of any modification on or before confirmation, any votes to accept or reject the Plan shall be deemed to be votes to accept or reject the Plan as modified, unless the Bankruptcy Court finds that the modification materially and adversely affects the rights of parties in interest which have cast said votes.

4. Claims Process. After Confirmation, Mr. Adesokan will continue to administrate the claims process. He will file the necessary final report and will apply for a final decree in the Bankruptcy Case as soon as possible.

5. Case Closing and Reopening. The Bankruptcy Case will not stay open for the operation of this Plan. Rather, Mr. Adesokan shall endeavor to close the Bankruptcy Case as soon as possible in accordance with Bankruptcy Code § 350(a). After the Bankruptcy Case is closed, any party in interest wanting to seek relief from the Bankruptcy Court must seek to reopen the case under Bankruptcy Code § 350(b).

E. Tax Consequences

Significant (or insignificant) tax consequences may (or may not) occur as a result of Confirmation or your receipt of money under the Plan. These tax consequences may vary among the various classes or within each class. Mr. Adesokan assumes no responsibility or liability for any tax effect upon you or any other Claimant. We advise you to consult your own tax advisor(s) concerning your particular situation.

We do know of this tax consequence: under the backup withholding rules of the Internal Revenue Code, a Claimant may be subject to backup withholding at the rate of thirty-one percent (31%) with respect to Distributions made pursuant to the Plan unless such Claimant either (i) is a corporation or comes within certain other exempt categories and, when required, demonstrates this fact, or (ii) provides a correct taxpayer identification number and certifies under penalty of perjury that the taxpayer identification number is correct, and that the Claimant is not subject to backup withholding due to a failure to report all dividends and interest. Any amount so withheld will be credited against the Claimant's federal income tax liability.

IV. COMPARING THE ALTERNATIVE: LIQUIDATION

The alternative to the Plan is liquidation under Bankruptcy Code Chapter 7. In that event Mr. Adesokan would expect foreclosures on the homes and insufficient funds to pay the tax

claims in full, so that the general unsecured creditors would receive nothing. The Garmon Road Home, Mr. Adesokan's only substantial asset (he owns half) is subject to a first mortgage of the Class 2 Claimant, and to an IRS lien behind that (a Class 6 Claimant). There is an additional factor that takes potential equity away from others: As noted elsewhere, the Settlement Agreement provides for payment of a Settlement Amount, of which the remaining principal balance is now approximately $3,048,000. However, the Settlement Agreement also provides that, if the Garmon Road Home is sold before April 17, 2020, then in addition to the Settlement Amount, the Adesokans must pay the United States half the equity remaining after the first mortgage and the IRS lien.

V. BANKRUPTCY CODE § 1129(a)(15)

In 2005 Congress added Bankruptcy Code § 1129(a)(15). This section provides that "[i]n a case in which the debtor is an individual [i.e., a human being] and in which the holder of an allowed unsecured claim objects to the confirmation of the plan," then the plan may be confirmed only if at least one of two conditions is met, as follows.

One condition is set forth in subsection 1129(a)(15)(A): that "the value, as of the effective date of the plan, of the property to be distributed under the plan on account of such claim is not less than the amount of such claim[.]" Mr. Adesokan believes that to be the case.

VI. VOTING AND PLAN CONFIRMATION

The Ballot contains voting instructions. Please read the instructions carefully to ensure that your vote will count.

BY ENCLOSING A BALLOT, MR. ADESOKAN IS NOT ADMITTING THAT YOU ARE ENTITLED TO VOTE ON THE PLAN, IS NOT ADMITTING THAT YOUR CLAIM IS ALLOWED AS SET FORTH ON THE BALLOT, AND IS NOT WAIVING ANY RIGHTS TO OBJECT TO YOUR VOTE OR YOUR CLAIM. MR. ADESOKAN RESERVES THE RIGHT TO OBJECT TO OR TO SEEK TO DISALLOW ANY CLAIM, WHETHER THE CLAIMANT OF THAT CLAIM VOTES OR NOT.

IN ORDER FOR YOUR BALLOT TO COUNT: (I) IT MUST BE RECEIVED WITHIN THE TIME INDICATED ON THE BALLOT; AND (II) THE BALLOT MUST CLEARLY INDICATE YOUR CLAIM, THE CLASS OF YOUR CLAIM, AND THE AMOUNT OF YOUR CLAIM.

Only a holder of an Allowed Claim classified in an Impaired Class is entitled to vote on the Plan. Any class that is "unimpaired" is not entitled to vote to accept or reject a plan of reorganization and is conclusively presumed to have accepted the Plan. As set forth in section 1124 of the Bankruptcy Code, a class is "Impaired" if legal, equitable, or contractual rights attaching to the claims or equity interests of that class are modified or altered. Holders of Claims who do not properly vote are not counted as either accepting or rejecting a Plan.

A Class "accepts" the Plan when, out of all those actually voting (not all those in the Class) a majority in number and two-thirds in amount of Allowed Claims votes to accept the

Plan. In addition to the confirmation requirements described above, every Impaired Class must accept the Plan, except for what is known as a "cram down," as follows. If an Impaired Class does not approve the Plan, the Bankruptcy Court may confirm the Plan nonetheless (hence the term "cram down"), so long as the Plan does not discriminate unfairly, is fair and equitable with respect to each dissenting Class of Claims, and at least one Impaired Class has voted in favor of the Plan without regard to any votes of insiders. Mr. Adesokan will seek to "cram down" the Plan if need be.

Voting is accomplished by completing, dating, signing and returning the Ballot by the Voting Deadline. Ballots will be distributed to all creditors entitled to vote on the Plan and is part of the Solicitation Package accompanying the Disclosure Statement. The Ballot indicates (i) where the Ballot is to be filed and (ii) the deadline by which creditors must return their Ballots.

The Bankruptcy Court has entered an order (the "Scheduling Order") that sets forth the Voting Deadline, an Objections Deadline, and the date and time of a hearing to consider confirmation of the Plan ("Confirmation Hearing"). The Confirmation Hearing may be adjourned from time to time without further notice except for announcement at the Confirmation Hearing or notice to those parties present at the Confirmation Hearing. As set forth in the Scheduling Order, any objections to confirmation of the Plan must be in writing, set forth the objector's standing to assert any such objection, filed with the Bankruptcy Court, and served on Mr. Adesokan's counsel. See the Scheduling Order for procedures relating to the submission of objections to confirmation.

At the Confirmation Hearing, the Bankruptcy Court will determine, among other things, whether the various classes entitled to vote have accepted the Plan. If any such class rejects the Plan, then in order to confirm the Plan, the Bankruptcy Court must also determine that any non-accepting Class members will receive property with a value, as of the Effective Date, that is not less than the amount that such Class member would receive or retain if the Bankruptcy Case were converted to Bankruptcy Code Chapter 7 and the Estate were liquidated. The Bankruptcy Court must also determine that the Plan does not discriminate unfairly against, and is otherwise fair and equitable.

The Bankruptcy Court may confirm the Plan only if all the requirements of Bankruptcy Code § 1129 are met. In addition to what is in the paragraph above, those requirements include the following:

1. The Plan classifies Claims in a permissible manner;

2. The contents of the Plan comply with the particular requirements of the Bankruptcy Code, some of which may appear to be technical;

3. The Plan has been proposed in good faith and not by any means forbidden by law;

4. The disclosures concerning the Plan are adequate and include information concerning all payments made or promised in connection with the Plan, as well as the identity, affiliations, and compensation to be paid to all officers, directors, and other insiders; and

5. The principal purpose of the Plan is not the avoidance of tax or the avoidance of the securities laws of the United States.

In addition to the confirmation requirements described above, the Plan must also be approved by all Impaired Classes of Claims entitled to vote, except as follows. If the Plan has not been approved by all Impaired Classes of Claims, the Court may nevertheless "cram down" the Plan over the objections of a dissenting Class. The Plan may be "crammed down" so long as it does not discriminate unfairly, is fair and equitable with respect to each dissenting Class of Claims, and at least one Impaired Class has voted in favor of the Plan without regard to any votes of insiders. Debtor will seek to "cram down" the Plan if it is accepted by an Impaired Class over the objections of a dissenting class.

Mr. Adesokan recommends that you all vote to accept the Plan.

Dated: October 23, 2016
Atlanta, Georgia

/s/Adeyinka Adesokan
Adeyinka Adesokan
Debtor and Debtor in Possession

Certificate of Service

I hereby certify that on October 23, 2016, I served a copy of the document to which this certificate is attached by electronic mail to Thomas.W.Dworschak@usdoj.gov and Vania.Allen@usdoj.gov.

/s/ Bill Rothschild

Exhibit 1 to Adesekon Disclosure Statement

September 1, 2016

CLASSES AND TREATMENT

Class	Description	Estimated Amount Claimed	Estimated Allowed Amount	Monthly Payment	Additional Annual Payment
1	**The United States of America**	$3,047,835	$3,047,835	$0	$0
2	**US. Bank National Association, as successor in interest (Caliber Home Loans, Inc.)**	$3,923,695	$3,923,695	$18,012	$150,000
3	**America's Servicing Company**	$1,306,978	$1,306,978	$0	$0
4	**Iberia Bank, Successor to Georgia Commerce Bank**	$40,000	$40,000	$0	$0
5	**U.S. Bank National Association, as trustee, c/o Ocwen Loan Servicing, LLC.**	$100,452	$100,452	$0	$0
6	**Tax Claims IRS and GDR**	$6,918,401	$3,000,000	$0	$600,000
7	**Prepetition Priority Claims**	$0	$0	$0	$0
8	**Lawsuits -- See Note 1 below**	$4,000,000	$0	$0	$0
9	**General Unsecureds**	$70,000	$70,000	$1,500	$0
	TOTAL	$19,407,361	$11,488,960	$19,512	$750,000

Note 1: Each lawsuit has multiple defendants. The Estimated Allowed Amount includes amounts paid by Mr. Adesokan only. Consistently, the chart does not include as an asset of Mr. Adesokan his subrogation rights against other defendants.