
**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

In re:

ADPT DFW Holdings LLC, *et al.*,

Debtors.

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Chapter 11

Case No. 17-31432

Jointly Administered under
Case No. 17-31432

**STIPULATION AND AGREED ORDER RESOLVING CLAIM
OF PST SERVICES LLC – PROOF OF CLAIM NO. 2099**

This Stipulation (“Stipulation”) and Agreed Order (“Order”) is entered into between the Adeptus Litigation Trust (the “Trust”), on the one hand, and PST Services LLC, f/k/a PST Services, Inc. n/k/a Change Healthcare Technology Enabled Services, LLC (“PST”), on the other hand (the Trust and PST, together, the “Parties”), by and through their undersigned counsel.

RECITALS

WHEREAS, on April 19, 2017, ADPT DFW Holdings LLC and its affiliated entities (the “Debtors”) each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.*, as amended, thereby initiating these jointly administered bankruptcy cases (the “Bankruptcy Cases”).

WHEREAS, on June 28, 2017, PST filed 140 identical proofs of claim against various Debtors on the Claims Register, each asserting a non-priority general unsecured claim in the amount of \$340,652.55 on account of receivables, which claims were expunged by Court orders on May 15, 2018 [Docket Nos. 1301 and 1032] and on December 17, 2018 [Docket No. 1440].

WHEREAS, on June 30, 2017, PST filed another 140 identical proofs of claim against the same Debtors on the Claims Register, each asserting a non-priority general unsecured claim in the amount of \$340,652.55 on account of receivables, which claims were expunged by Court orders on June 15, 2018 [Docket No. 1337] and on December 17, 2018 [Docket Nos. 1439 and 1440].

WHEREAS, on August 31, 2017, PST filed 140 identical proofs of claim against various Debtors on the Claims Register, each asserting a non-priority general unsecured claim in the amount of \$5,155,144.50 on account of receivables and rejection damages, which claims were expunged by Court orders on December 17, 2018 [Docket Nos. 1440 and 1441], with the exception of Claim No. 2009 (Claim No. 25-2 filed in Case No. 17-31436), which remains as the sole surviving claim (the “Surviving PST Claim”).

WHEREAS, the Trust and PST have agreed to resolve all disputes regarding the Surviving PST Claim on the terms and conditions set forth in this Stipulation.

STIPULATION

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, THE PARTIES HEREBY AGREE AND STIPULATE AS FOLLOWS:

1. The foregoing recitals are incorporated herein by reference as if set forth in full herein and are made an express part of this Stipulation.

2. This Stipulation and Agreed Order is made expressly contingent upon approval of, and entry by, the Bankruptcy Court and, should the Stipulation and Agreed Order not be approved and entered, the Parties will be deemed to have returned to their respective positions immediately prior to the execution of this Stipulation without prejudice and with all rights and privileges reserved.

3. The Trust agrees that it will not file or assert any claims against PST and, accordingly, upon entry of an Order approving this Stipulation, the Surviving PST Claim shall be allowed as a non-priority General Unsecured Claim (as defined in the Plan) in the amount of \$340,000.00 (the "Allowed Claim").

4. The Parties further agree that any and all contracts or agreements between PST and the Debtors, including but not limited to the Master Services Agreement dated July 29, 2015 between PST Services, Inc. and First Choice ER LLC and amendments and any ancillary agreements relating thereto or relating to any other contract or agreement between PST and the Debtors (the "Contracts"), were rejected and terminated as of the Effective Date of the *Third Amended Joint Plan of Reorganization under Chapter 11 of the Bankruptcy Code* filed on September 13, 2017 [Docket No. 719] (the "Plan"), which was confirmed in these cases, and all obligations under the Contracts, including, without limitation, any and all indemnity obligations, are terminated and no longer enforceable.

5. Other than the Allowed Claim, PST agrees that it shall not be entitled to and waives the right to receive any distribution on account of any rejection damages relating to the rejection of the Contracts. Other than recovery on account of the Allowed Claim, upon the entry of an Order approving this Stipulation, PST hereby releases, acquits and forever discharges the Trust from any and all claims, causes of action, suits, debts, liens, obligations, liabilities, demands, losses, costs and expenses (including attorneys' fees) of any kind, character, or nature whatsoever, known or unknown, or which may become known at a later date, fixed or contingent, arising out of or related to any and all causes of action or claims that PST holds relating to the Debtors, the Contracts, the Trust, or these Chapter 11 cases.

6. Upon entry of an Order approving this Stipulation, the Trust hereby releases, acquits and forever discharges PST, and its current and former parents, subsidiaries, affiliates, predecessors and successors in interest, and each of their respective officers, directors, employees and other representatives from any and all claims, causes of action, suits, debts, liens, obligations, liabilities, demands, losses, costs and expenses (including attorneys' fees) of any kind, character, or nature whatsoever, known or unknown, or which may become known at a later date, fixed or contingent, arising out of or related to the Debtors, the Contracts, or these Chapter 11 Cases, including, but not limited to, any and all such claims or causes of action that the Debtors or Trustee, or any of their successors, predecessors or assigns, have or may have that are described in the Plan, the Disclosure Statement for Debtors' Second Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code [Docket No. 514, Case No. 17-31432], and any related disclosure statement, plan supplement, appendix, exhibit, or similar document.

7. The Parties recognize, acknowledge, and waive the provisions of Section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

8. In waiving the provisions of Section 1542 of the California Civil Code, each Party acknowledges that it may discover facts in addition to or different than those which it now believes to be true with respect to the matters released in this Stipulation, but agree that it has taken that possibility into account in reaching this settlement, and the releases given in this Stipulation shall remain in effect as a full and complete release notwithstanding the discovery or existence of such additional or different facts, as to which each Party expressly assumes the risk.

9. Upon the entry of an Order approving this Stipulation, the Post-Effective Date Debtors' official claims agent is authorized to revise the official claims register in the Bankruptcy Cases to reflect the terms of this Stipulation.

10. This Stipulation and Agreed Order shall be binding upon, and shall inure to the benefit of each of, the Parties and each of their respective agents, employees, representatives, assigns, successors in interest, and attorneys, and shall be binding and effective despite any conversion of any of these bankruptcy cases to a case under any other chapter of the Bankruptcy Code.

11. PST represents that it has not transferred any claim (or any portion thereof) that is the subject of this Stipulation and Agreed Order.

12. Each of the Parties shall be responsible for its respective costs and expenses (including, without limitation, attorneys' fees, and expenses) incurred by it in negotiating, drafting, and executing this Stipulation and Agreed Order and shall not be responsible for the payment of any such fees or expenses incurred by any other party hereto.

13. This Stipulation and Agreed Order constitutes the entire agreement between the Parties and may not be amended or modified in any manner except by a writing signed by both of the Parties or their counsel and approved by the Bankruptcy Court.

14. Each Party and signatory to this Stipulation and Agreed Order represents and warrants to each other Party that such Party or signatory has full power, authority, and legal right and has obtained all approvals and consents necessary to execute, deliver, and perform all actions required under this Stipulation and Agreed Order and, where applicable, has obtained all authority, approvals, and consents necessary to act on behalf of another Party to execute, deliver, and perform all actions required under this Stipulation and Agreed Order.

15. The terms and conditions of this Stipulation and Agreed Order are immediately effective and enforceable upon its entry notwithstanding any applicable stay provided by the Federal Rules of Bankruptcy Procedure.

16. The Bankruptcy Court shall retain exclusive jurisdiction to hear and finally determine all disputes arising from or related to this Stipulation and Agreed Order, including the performance of the Parties' obligations hereunder and the implementation, interpretation and enforcement of this Stipulation and Agreed Order. The Parties each consent to the Bankruptcy Court hearing and finally determining all such disputes. Further, the Parties each agree to waive trial by jury in an action, proceeding, or counterclaim brought by or on behalf of the Parties hereto with respect to any such dispute.

IT IS SO ORDERED.

Signature page follows:

AGREED:

NELSON MULLINS RILEY &
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/s/ Lee B. Hart

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