

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

**IN RE:** §  
§  
**NEIGHBORS LEGACY HOLDINGS, INC., et al.,** § **CASE NO. 18-33836 (MI)**  
§  
**Debtors.** § **(Chapter 11)**

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**WITNESS AND EXHIBIT LIST FOR MOVANTS  
SETUL G. PATEL, M.D. AND PAUL ALLEYNE, M.D. FOR HEARING  
SCHEDULED FOR DECEMBER 14, 2023 AT 1:30 P.M. CENTRAL TIME**

Movants and Settling Parties<sup>1</sup> in the above-captioned case, Setul G. Patel, M.D. and Paul Alleyne, M.D. (“Movants”), for the *Joint Motion of Plaintiffs and Defendants in Litigation Brought by Infinity Emergency Management Group, LLC for Entry of an Order Approving Settlement of Controversies* [ECF No. 1253] (“Motion”) scheduled for hearing on **December 14, 2023 at 1:30 p.m., Central time** (“Hearing”), hereby file their Witness and Exhibit List as follows:

**WITNESSES**

Movants may call the following witnesses at the Hearing:

1. Paul Alleyne, M.D., one of the Settling Parties and one of the former officers and directors of Neighbors Legacy Holdings, Inc., *et al.*;
2. any witness designated by any other party;
3. any rebuttal witnesses and any witness used for impeachment; and
4. any witness necessary to establish the foundation for admission of any exhibits.

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<sup>1</sup> Capitalized terms not otherwise defined herein have the meaning assigned to them in the Motion.



**EXHIBITS**

EXHIBIT	DESCRIPTION	M A R K E D	O F F E R E D	O B J E C T	A D M I T	D A T E	DISPOSITION AFTER HEARING
1	Settlement Agreement [ECF No. 1253-1]						
2	Certificate of No Objection [ECF No. 1254]						
3	Proposed Agreed Order Granting Joint Motion Approving Settlement [ECF No. 1254-1]						
4	Notice of Hearing [ECF No. 1257]						
5	Certificate of Service of Notice of Hearing by CM/ECF and U.S. Mail [ECF No. 1258]						
	Any exhibits designated, marked, or used by any other party						
	Any exhibit necessary for impeachment or rebuttal						
	Any pleadings, reports, exhibits, transcripts, or other documents filed in the captioned bankruptcy case, of which the Court might be requested and permitted to take judicial notice						

Respectfully submitted on December 11, 2023.

/s/ Mark S. Finkelstein  
 Mark S. Finkelstein  
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and

/s/ Paul D. Flack

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***Attorneys for Setul G. Patel, M.D.,  
one of the Movants***

and

/s/ Millard A. Johnson

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***Attorneys for Paul Alleyne, M.D.,  
one of the Movants***

**CERTIFICATE OF SERVICE**

I hereby certify that a true and complete copy of the foregoing document was electronically served on all parties in this case that are registered to receive electronic service through the Court's CM/ECF system on December 11, 2023. A copy of each Exhibit was also served via email on all counsel involved in the Hearing on this Motion prior to 12:00 noon on the date of service hereof.

/s/ Mark S. Finkelstein

Mark S. Finkelstein

# EXHIBIT 1

**EXHIBIT 1**  
**Settlement Agreement**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

**IN RE:**

**NEIGHBORS LEGACY HOLDINGS, INC.,  
et al.,  
Debtors.**

§  
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§  
§

**CASE NO. 18-33836  
(Chapter 11)**

**INFINITY EMERGENCY MANAGEMENT  
GROUP, LLC,**

**Plaintiff,**

**VS.**

**SETUL G. PATEL, M.D. AND  
PAUL ALLEYNE, M.D.,**

**Defendants.**

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**ADVERSARY NO. 18-3276**

**SETTLEMENT AGREEMENT**

**THIS SETTLEMENT AGREEMENT** (this “Settlement”) is entered effective as of August 9, 2023 (the “Effective Date”), by and among Plaintiff Infinity Emergency Management Group, LLC, Individually and as Class B Non-Voting Members on Behalf of NHS Emergency Centers, LLC Series 114 - Eastside and NHS Emergency Centers, LLC Series 115 – Zaragoza, (collectively, “Infinity”) and Defendants Setul G. Patel, M.D. and Paul Alleyne, M.D. (“Defendants”). Together, Infinity and the Defendants are the “Parties”. In connection with this Settlement, the Parties stipulate and agree as follows (the “Stipulations”):

**STIPULATIONS**

A. Infinity filed a lawsuit in 2017 in state court (the “Infinity Lawsuit”) alleging that the following individuals, Setul G. Patel, M.D., Paul Alleyne, M.D., Cyril Gillman, M.D., Michael Chang, M.D., Andy Chen, M.D., Quang Henderson, M.D., Hitesh Patel, M.D., Dharmesh Patel, M.D., QSH Family, LP, and an entity Girish Capital, LLC (collectively, the “Neighbors O&Ds”)<sup>1</sup> fraudulently induced Infinity into investing in the two Series LLCs, then failed to uphold the contractual and fiduciary duties owed to Infinity. In 2018, the Infinity Lawsuit was removed to bankruptcy court when Neighbors entities filed bankruptcy in the referenced bankruptcy case (“Bankruptcy Case”) in the United States Bankruptcy Court for the Southern District of Texas (the

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<sup>1</sup> Each of the individual Defendants was sued individually and in his capacity as an officer and director, and all individuals comprising Plaintiff, Defendants, and the Neighbors O&Ds as the case may be, are intended beneficiaries of, bound by, and released pursuant to, this Settlement in all capacities each Plaintiff, Defendant or the Neighbors O&Ds may have. The term Plaintiff includes all counter-plaintiffs and the term Defendant includes all counter-defendants.

“Bankruptcy Court”). The removed action became an adversary proceeding under Adversary Proceeding No. 18-03276 [Adv. P. No. 18-03276, ECF No. 1].

B. That removal triggered new, bankruptcy-experienced counsel for Infinity who took the opportunity to replead the claims, including asserting Infinity’s allegations against Tensie Axton, the Trustee of the NLH Liquidating Trust, because the Liquidating Trustee is the “successor-in-interest to Neighbors Health System, Inc. and NHS Emergency Centers, LLC.” (ECF No. 102 at 3).<sup>2</sup> Infinity asserted both direct and derivative claims based on its allegations.

C. Infinity’s Fifth Amended Complaint filed in the Bankruptcy Case asserted derivative claims on behalf of the two Series LLCs in which Infinity held ownership interests. Generally, Infinity contended that Neighbors Health and the Neighbors O&Ds failed to “properly maintain and protect” the two Series LLCs’ property, from which Infinity’s distributions were derived. (ECF No. 102 at 14–15). Infinity’s derivative claims include:

- (1) *Derivative Breach of Fiduciary Duty, Negligent and Gross Mismanagement, and Abuse of Control* against Neighbors Health and the Neighbors O&Ds for causing Series LLC property to be withheld from the Series LLCs, causing physicians fees to be withheld from the Series LLCs’ net profits calculation, and “causing confusion over the ownership of limited partnership interests” in the Center LPs, (ECF No. 102 at 18–21); and
- (2) *Derivative Breach of Contract* based on Neighbors Health’s breach of its Management Agreement with the Series LLCs, (ECF No. 102 at 21–22).

D. Infinity alleged it had standing to assert its derivative claims under section 101.463 of the Texas Business Organizations Code. (ECF No. 102 at 15). Under section 101.463, Infinity could assert derivative standing to bring claims on behalf of closely held LLCs (*e.g.*, the Series LLCs). (ECF No. 102 at 15). Infinity asserted that Section 101.463 would also allow Infinity to dispense with the usual requirement of making a pre-suit demand on Series LLC management. (*See* ECF No. 102 at 15). Alternatively, Infinity maintained that any pre-suit demand to Neighbors Health or the Liquidating Trustee would be futile. (ECF No. 102 at 16–18).

E. Infinity’s direct claims concern the Neighbors O&Ds’ solicitation of outside investors and Neighbors O&Ds’ management of Neighbors Network entities. (ECF No. 102 at 22–29). Based on the Neighbors O&Ds’ conduct, Infinity asserted claims for:

- (3) *Negligence and Gross Negligence* against the Neighbors O&Ds for failing to maintain and preserve Infinity’s share of Series LLC profits, (ECF No. 102 at 22);
- (4) *Fraud and Fraudulent Inducement*:
  - (a) Based on Dr. Patel’s and Dr. Alleyne’s false statements and representations to Infinity that induced Infinity into purchasing its interests in the Series LLCs and

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<sup>2</sup> Under Neighbors Health’s confirmed Plan of Reorganization, Ms. Axton “assumed the role of representative and sole manager of” the Neighbors debtor entities. (ECF No. 98 at 34 n.25).

devoting Infinity physicians to operate the Series LLCs, (ECF No. 102 at 22–24); and

(b) Based on the Neighbors O&Ds’ knowing failure to disclose that Dr. Patel’s and Dr. Alleyne’s statements and representations were false, (ECF No. 102 at 24–26);

(5) *Conspiracy and Aiding and Abetting Common Law Fraud* arising from the Neighbors O&Ds’ support of Dr. Patel’s and Dr. Alleyne’s false pitch to Infinity, (ECF No. 102 at 26);

(6) *Negligent Misrepresentations* based on Dr. Patel’s and Dr. Alleyne’s failure to exercise “care” in making statements to Infinity regarding the membership interests Infinity purchased in the Series LLCs, (ECF No. 102 at 27); and

(7) *Violations of the Texas Securities Act* because the Neighbors O&Ds “offered and sold securities” in the Series LLCs “by means of an untrue statement [or omission] of material fact,” (ECF No. 102 at 28–29).

Based on the damage Defendants allegedly caused, Infinity was seeking alleged actual damages, statutory damages, exemplary damages, attorneys’ fees, costs, and pre- and post-judgment interest. (ECF No. 102 at 30). Infinity is not asserting its claims for the first time. Rather, its latest Complaint is Infinity’s sixth. (See ECF No. 102 at 2). The Complaint’s latest iteration is the product of the Parties’ summary judgment dispute over Infinity’s standing to assert certain derivative claims.

F. The Court determined that Infinity only had standing, if any, to assert derivative claims based on injuries suffered by the two Series LLCs (non-debtor entities). (ECF No. 98 at 19, 27–28). Notably, the Court determined Infinity does not have standing to assert derivative claims on the Series LLCs’ behalf arising from the Neighbors Network’s failure to make distributions to the Series LLCs. (See ECF No. 98 at 25–26).<sup>3</sup> Essentially, Infinity does not have standing to assert derivative claims arising from Center-LP-level or NHS-LLC-level “mismanagement” (both debtor entities) because such claims belong to the Debtors (ECF No. 98 at 19) and could be brought only by the General Unsecured Creditor Trustee, Mark Shapiro. The Court allowed Infinity to replead its claims following the standing dispute’s resolution.

G. The Defendants have filed motions challenging each claim and cause of action asserted by Infinity, generally deny all of the allegations raised by the Infinity in the Adversary Proceeding, assert that they have valid defenses to all claims and causes of action asserted by Infinity, and Defendants Setul G. Patel, M.D. asserted a counterclaim for indemnity (ECF No. 174).

H. Infinity and the Defendants have been forced to expend considerable resources to prosecute and defend the Adversary Proceeding.

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<sup>3</sup> Infinity could not predicate its standing on its beneficial interest in Series LLC property held by NHS LLC (a debtor entity). (See ECF No. 98 at 27).



I. The Parties seek to avoid the uncertainties and expenses associated with further litigation, and have engaged, with the assistance of legal counsel and a skilled and capable mediator, in extensive settlement negotiations.

J. After careful consideration of the facts and applicable law, the Parties have reached an agreement to resolve all issues between them, the terms of which are fully contained in this Settlement.

K. The Bankruptcy Court will be asked to schedule and perhaps conduct a hearing on the anticipated Joint Motion to be filed by the Parties pursuant to Federal Rule of Bankruptcy Procedure 9019 seeking approval of this Settlement.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants set forth herein, the Parties agree as follows.

1. **Subject to Bankruptcy Court Approval.** This Settlement and all of the rights, obligations, covenants, conditions, releases, and waivers contained herein are conditioned upon and subject to entry of a final, non-appealable order by the Bankruptcy Court (the “Bankruptcy Court Approval Order”) approving this Settlement to be submitted by Infinity and the Defendants Jointly, with each bearing its own costs (the “Motion to Approve Settlement”).

2. **The Settlement Payment.** Within ten (10) business days after the Bankruptcy Court Approval Order becomes final and non-appealable, Beazley Insurance Company, on behalf of the Defendants, shall pay Infinity funds under the O&D Policy in the amount of Eight-Hundred Ninety-Six Thousand and No One Hundredths Dollars (\$896,000.00) (the “Settlement Payment”). The Parties’ expressly stipulate and agree that the Settlement Payment is not a statement of the true value of the litigation or the recovery potentially available to Infinity at trial or on appeal. Instead, it is the Parties’ compromise and settlement of vigorously contested claims, the validity of which is not confessed but remains in dispute, subject to execution and performance of this Settlement Agreement. The Settlement Payment shall be made via check or wire transfer made payable to Infinity’s sole legal counsel, The Probus Law Firm, in care of the Matthew Probus, into his designated IOLTA Account in trust on behalf of and for the benefit of Infinity. By executing below, Matthew Probus certifies under penalty of perjury that no other legal counsel has any right in or claim to the Settlement Payment or any other amount arising out of or in connection with the Infinity Lawsuit or claims capable of assertion therein.

3. **Release by Infinity.** Immediately upon the Bankruptcy Court Approval Order becoming final and non-appealable, and without further action by Defendants, as consideration for the mutual covenants set forth herein, which Infinity acknowledges as good and valuable consideration, Infinity for itself and each person comprising Infinity, and each present and former member thereof, agrees to release, waive, and discharge the Defendants, each of the Neighbors O&Ds, in all capacities, and any and all persons or parties at any time insured under the Beazley Insurance Company policy, and their present and former affiliates (including but not limited to Girish Capital, LLC and QSH Family LP), heirs, successors-in-interest, members, directors,

officers, shareholders, partners, limited partners, spouses, parents, subsidiaries, assigns, agents, employees, insurers, reinsurers, trustees, representatives, and attorneys (the “Defendant Releasees”) from any and all claims, interests, obligations, debts, rights, suits, damages, demands, causes of action, remedies, and liabilities, including any derivative claims, any and all causes of action that have been brought, could have been brought, or may be brought in the future of any kind by or on behalf of Infinity in any court or tribunal whatsoever, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, contingent or non-contingent, existing or hereafter arising, in law, at equity or otherwise, any damages or administrative expenses, whether for tort, contract, alleged violations of fiduciary duties, negligence and/or gross negligence, conspiracy to breach fiduciary duties, aiding and abetting breach of fiduciary duties, recovery of alleged transfers as fraudulent transfers pursuant to 11 U.S.C. §§ 544, 548, and applicable state law, including Texas Business and Commerce Code § 24.006(a), the Texas Securities Act, or the Texas Business Organizations Code, and any other claims or causes of action arising under the Bankruptcy Code, or causes of action arising in cases thereunder, or any other federal or state laws, included all core, non-core or related to claims or causes of action, or otherwise, against the Defendant Releasees, as of the date the Bankruptcy Court Approval Order is entered, including but not limited any claim or cause of action arising out of, based on, or related to the Adversary Proceeding and/or the events leading up to the Adversary Proceeding and the Proofs of Claim filed by any of the Parties in the Bankruptcy Case (“Infinity Released Claims”). **THIS RELEASE INCLUDES MATTERS ATTRIBUTABLE TO THE SOLE OR PARTIAL NEGLIGENCE (WHETHER GROSS OR SIMPLE) OR OTHER FAULT, INCLUDING STRICT LIABILITY, OF THE DEFENDANT RELEASEES.**

4. **Release by Defendant Releasees.** Immediately upon the Bankruptcy Court Approval Order becoming final and non-appealable, and without further action by any Party, as consideration for the mutual covenants set forth herein, which the Defendant Releasees acknowledge as good and valuable consideration, Defendant Releasees agree to release, waive, and discharge Infinity and its present and former members, affiliates, heirs, successors, directors, officers, shareholders, partners, limited partners, spouses, parents, affiliates, subsidiaries, assigns, agents, employees, insurers, and attorneys (the “Infinity Releasees”) from any and all claims, counterclaims, interests, obligations, debts, rights, suits, damages, demands, causes of action, remedies, and liabilities, including any derivative claims, any and all causes of action that have been brought, could have been brought or may be brought in the future of any kind by or on behalf of the Defendant Releasees in any court whatsoever, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, contingent or non-contingent, existing or hereafter arising, in law, at equity or otherwise, any damages or administrative expenses, whether for tort, contract, or any federal or state laws, or otherwise, against the Infinity Releasees, as of the date the Bankruptcy Court Approval Order is entered, including but not limited to any claim or cause of action arising out of, based on, or related to the Adversary Proceeding and/or the events leading up to the Adversary Proceeding, or any Proof of Claim, or the Bankruptcy Case (“Defendant Released Claims”). **THIS RELEASE INCLUDES MATTERS ATTRIBUTABLE TO THE SOLE OR PARTIAL NEGLIGENCE (WHETHER GROSS OR SIMPLE) OR OTHER FAULT, INCLUDING STRICT LIABILITY, OF THE INFINITY RELEASEES.**

5. **Infinity’s Covenant Not to Sue or Seek Recovery.** Immediately upon receipt of the Settlement Payment by Infinity, as additional consideration for the foregoing, the receipt and

sufficiency of which is hereby acknowledged, Infinity hereby covenants not to bring suit or assert any claim in any tribunal against, or seek any recovery of any kind from, the Defendant Releasees for any Infinity Released Claims released herein.

6. **Defendant Releasees' Covenant Not to Sue or Seek Recovery.** Immediately upon the full execution of this Settlement by Infinity, as additional consideration for the foregoing, the receipt and sufficiency of which is hereby acknowledged, the Defendant Releasees hereby covenant not to bring suit against, or seek any recovery from the Infinity Releasees for any Defendant Released Claims.

7. **Cooperation.** The Parties agree to fully cooperate with each other in connection with his preparation, filing, and entry of the Joint Rule 9019 Motion to Approve Settlement.

8. **Joint Agreed Dismissal of Adversary Proceeding.** Within five (5) business days of the receipt of the Settlement Payment by Infinity, and without further action by Defendants except to join in filing same, as consideration for the mutual covenants set forth herein, which Infinity acknowledges as good and valuable consideration, Infinity and Defendants will file the necessary notices, motion(s), and order(s) with the Bankruptcy Court to dismiss the Adversary Proceeding with prejudice with respect to Infinity, all Defendants, and all Neighbors O&Ds.

9. **Successors and Assigns.** The provisions of this Settlement shall be binding on the Parties and their successors, heirs, and assigns and shall inure to the benefit of every person at any time involved in the Infinity Lawsuit and their successors and assigns.

10. **Entire Agreement.** This Settlement constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof, and there are no representations, understandings, or agreements relative hereto which are not fully expressed herein. This Settlement may not be modified, altered, or amended in whole or in part except by a written instrument executed by each Party.

11. **Governing Law.** This Settlement shall be governed by and construed under the laws of the State of Texas without regard to conflicts of laws principles that would require the application of the law of another jurisdiction.

12. **No Assignment.** The Parties warrant and represent that they have not assigned, conveyed, transferred, sold, or granted, in any fashion, any right, privilege, claim, or cause of action, or any part thereof, that they have or may have against each other arising out of, based on, or related to the Adversary Proceeding and/or the subject matter of this Settlement.

13. **No Reliance.** The Parties, separately and collectively, represent and warrant that in entering into this Settlement they are relying on their own judgment, belief, and knowledge and, as applicable, on that of any attorney they have retained to represent them in this matter. In entering into this Settlement, no Party is relying on any representation or statement made by any other Party or any person representing such other Party.

14. **Construction.** This Settlement has been drafted through a cooperative effort of all Parties, and no Party or Parties shall be considered the drafter of this Settlement so as to give rise to any presumption of convention regarding construction of this document. All terms of this Settlement were negotiated in good faith and at arm's-length, and this Settlement was prepared and executed without fraud, duress, undue influence, or coercion of any kind exerted by any of the Parties upon the other. The execution and delivery of this Settlement is the free and voluntary act of the Parties.

15. **Headings.** The Headings contained in this Settlement are inserted for convenience only and do not affect in any way the meaning or interpretation of this Settlement.

16. **No Liability.** It is understood and agreed by the Parties that this Settlement represents a settlement and compromise and neither this Settlement itself, any of the payments or covenants described herein, nor anything else connected with this Settlement is to be construed as an admission of fault or liability on behalf of the Defendants.

17. **Execution in Counterparts.** This Settlement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. All signatures of the Parties to this Settlement may be transmitted by facsimile or by electronic mail, and such transmission will, for all purposes, be deemed to be the original signature of such Party whose signature it reproduces, and will be binding upon such Party. Defendants agree to execute the settlement agreement within ten (10) business days of receipt of the Settlement Agreement executed by Infinity.

18. **Severability.** If any provision of this Settlement is determined to be prohibited or unenforceable by reason of any applicable law of a jurisdiction, then such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions thereof, and any such prohibition or unenforceability in such jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction.

19. **Compliance with Applicable Law.** The Parties represent, warrant, and covenant that each document, notice, instruction, or request provided by each respective Party shall comply with applicable laws and regulations. Where, however, the conflicting provisions of any such applicable law may be waived, they are hereby irrevocably waived by the Parties hereto to the fullest extent permitted by law, to the end that this Settlement shall be enforced as written.


20. **Further Assurances.** The Parties agree to take all reasonable actions necessary to effectuate the approval, performance, validity, and enforceability of this Settlement including, without limitation, the prompt execution of any and all documents of any kind, which the other Parties may reasonably require in order to implement the provisions and objectives of this Settlement.

21. **Costs.** Except as otherwise indicated herein, the Parties shall bear their own costs, expenses, and attorneys' fees incurred in connection with the Adversary Proceeding and this Settlement.

22. **Authorization.** Each person signing this Settlement represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this Settlement. Infinity represents and warrants to the other Parties that the execution and delivery of the Settlement Agreement and the performance of Infinity's obligations hereunder have been duly authorized and that the Settlement Agreement is a valid and legal agreement binding on Infinity and all persons claiming by, through or under Infinity, and enforceable in accordance with its terms.

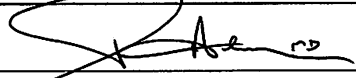
23. **No Impairment of Claims in Other Disputes.** Notwithstanding any provision in this Settlement Agreement to the contrary, nothing in this Settlement Agreement releases or impairs any claim or right that any person or entity has or may have against Sohail Alam, Beaumont Emergency Physicians Associates, PLLC, or any of their members, officers, directors, affiliates, or attorneys, including but not limited to Steven King, Gerard Tiffault, Ali Osman, Darella Cooper, Robby Eaves, Shawna Lambert-Pitt and Lylieth Mitchell and any of their legal counsel or successors or assigns of any of them.

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Infinity Emergency Management Group, LLC, Individually and as Class B Non-Voting Members on Behalf of NHS Emergency Centers, LLC Series 114 - Eastside and NHS Emergency Centers, LLC Series 115 – Zaragoza,	Paul Alleyne, M.D.
By:  Duly authorized, sole managing member	Setul G. Patel, M.D., MBA



**APPROVED AS TO FORM AND CONTENT:**

<b>The Probus Law Firm</b>	<b>PRATT AND FLACK LLP</b>
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<b>COUNSEL FOR PAUL ALLEYNE, M.D.</b>	<b>COUNSEL FOR SETUL G. PATEL, M.D.</b>

Infinity Emergency Management Group, LLC, Individually and as Class B Non-Voting Members on Behalf of NHS Emergency Centers, LLC Series 114 - Eastside and NHS Emergency Centers, LLC Series 115 – Zaragoza,	 Paul Alleyne, M.D.
	Setul G. Patel, M.D., MBA
By:	
Duly authorized, sole managing member	

**APPROVED AS TO FORM AND CONTENT:**

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By: /s/	By: /s/
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<b>COUNSEL FOR PAUL ALLEYNE, M.D.</b>	

Infinity Emergency Management Group, LLC, Individually and as Class B Non-Voting Members on Behalf of NHS Emergency Centers, LLC Series 114 - Eastside and NHS Emergency Centers, LLC Series 115 - Zaragoza,	Paul Alleyne, M.D. 
By:	Setul G. Patel, M.D., MBA 
Duly authorized, sole managing member	

**APPROVED AS TO FORM AND CONTENT:**

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<b>JOHNSON DELUCA KURISKY &amp; GOULD, P.C.</b>	<b>SHANNON, MARTIN, FINKELSTEIN, ALVARADO &amp; DUNNE, P.C.</b>
By: <u>/s/ Millard A. Johnson</u> Millard A. Johnson	By: <u>/s/ Mark S. Finkelstein</u> Mark S. Finkelstein
TBA # 10772500 Sara J. Sherman TBA # 24068168 1221 Lamar, Suite 1000 Houston, Texas 77010	Texas Bar No. 07015100   S.D. Tex. No. 5543 1001 McKinney Street, Suite 560 Houston, Texas 77002 (713) 646-5503 – Telephone mfinkelstein@smfadlaw.com
(713) 652-2525 – Telephone mjohnson@jdkglaw.com ssherman@jdkglaw.com	<b>COUNSEL FOR SETUL G. PATEL, M.D.</b>
<b>COUNSEL FOR PAUL ALLEYNE, M.D.</b>	



# EXHIBIT 2

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

<b>In re:</b>	§	
	§	
<b>NEIGHBORS LEGACY HOLDINGS, INC., et al.,</b>	§	<b>Case No. 18-33836 (MI)</b>
	§	
<b>Debtors.</b>	§	<b>(Chapter 11)</b>

**CERTIFICATE OF NO OBJECTION TO  
JOINT MOTION OF PLAINTIFF AND DEFENDANTS IN LITIGATION BROUGHT  
BY INFINITY EMERGENCY MANAGEMENT GROUP, LLC FOR ENTRY OF  
AN ORDER APPROVING SETTLEMENT OF CONTROVERSIES**

(Relates to Docket No. 1253)

1. On September 22, 2023, Plaintiff and Counter-Defendant Infinity Emergency Management Group, LLC (“Infinity”), Defendant and Counter-Plaintiff Setul G. Patel, M.D. and Defendant Paul Alleyne, M.D. (the “Defendants”), and collectively with Infinity, the “Settling Parties”), through their respective legal counsel, filed their *Joint Motion of Plaintiff and Defendants in Litigation Brought by Infinity Emergency Management Group, LLC for Entry of an Order Approving Settlement of Controversies* (ECF No. 1253) (the “Motion”).

2. Also on September 22, 2023, the Motion was electronically served via the Court’s CM/ECF noticing system on the Debtors and Debtors’ counsel, the Trustee of the Unsecured Creditor Trust of Neighbors Legacy Holdings, Inc. and its Debtor affiliates and such Trustee’s counsel, the Liquidating Trustee and Liquidating Trustee’s counsel, the Office of the U.S. Trustee, and all other creditors, counsel, and parties-in-interest who are registered as filing users of the CM/ECF system in the referenced main bankruptcy case, as shown on the notice of electronic filing that was automatically generated by the Court’s electronic filing system. Accordingly, service was accomplished with respect to the Motion on September 22, 2023.

3. In the Motion, parties were notified that objections to the Motion were required to be filed and served within twenty one (21) days after the filing of the Motion, or on or before October 13, 2023 (the “Objection Deadline”).

4. The undersigned counsel files this Certificate of No Objection and represents to the Court that (i) more than 24 hours have passed since the Objection Deadline, (ii) the undersigned counsel is unaware of any objections or other responses to the Motion, and (iii) the undersigned counsel has reviewed the Court’s docket and no objection/response to the Motion appears thereon.

5. Attached to this Certificate of No Objection is the proposed form of order submitted with the Motion at the time it was filed, and its **Exhibit 1**, the Settlement Agreement.

6. Therefore, the Settling Parties respectfully represent that the Motion is unopposed, request entry of an order granting the Motion in substantially the form of proposed Order filed with the Motion (ECF No. 1253-1), further request that the Court determine that it is not necessary to conduct a hearing on the Motion, and cancel any hearing setting on the Motion.

Dated: October 16, 2023.

Respectfully submitted.

/s/ Mark S. Finkelstein

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and

/s/ Paul D. Flack

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***Attorneys for Setul G. Patel, M.D.***

and

/s/ Millard A. Johnson

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***Attorneys for Paul Alleyne, M.D.***

and

/s/ Matthew B. Probus

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(713) 258-2701 (Facsimile)

***Attorney for Infinity Emergency Management Group LLC***

**CERTIFICATE OF SERVICE**

I hereby certify that a true and complete copy of the foregoing document was served through the Court's CM/ECF noticing system in this case on October 16, 2023.

/s/ Mark S. Finkelstein

Mark S. Finkelstein

# EXHIBIT 3



reasonable litigation alternatives, is in the best interests of the Unsecured Creditor Trust and its creditors and should be approved. Accordingly, the Court having considered the Motion and any objections or responses to it, HEREBY ORDERS THAT:

1. The relief requested in the Motion is granted as set forth in this Order;
2. The Settlement is approved, and Movants are authorized to enter into the Settlement Agreement attached hereto, marked as **Exhibit 1**;
3. The Settling Parties are authorized and directed to take all actions necessary to effectuate the relief granted in this Order;
4. Any payment and/or advancement made by Beazley under the D&O Policy shall not be considered property of the Debtors' estates or of the Unsecured Creditors' Trust or of the Liquidating Trust;
5. The automatic stay imposed by section 362(a) of the Bankruptcy Code and the injunctive provisions contained in the Plan and Section 524(a) of the Bankruptcy Code (the "**Discharge and Injunctive Provisions**") either do not apply, or to the extent they apply, are hereby modified to permit the Neighbors O&Ds to allow Beazley to remit, advance, or make the Settlement Payment under the D&O Policy on behalf of the Settling Parties and the Neighbors O&Ds in order to effectuate the Settlement;
6. The Discharge and Injunctive Provisions shall not subject Beazley to liability for making and/or advancing any payment in connection with past, present, or future defense costs paid under the D&O Policy;
7. This Court shall retain jurisdiction of the Settlement, including, without limitation, to hear and determine all disputes arising in connection with or relating to the Settlement, enforce

the Settlement Agreement and all orders previously entered by the Bankruptcy Court, and adjudicate all other matters over which Bankruptcy Court has jurisdiction.

**SO ORDERED**

Signed:

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**Marvin Isgur**  
**United States Bankruptcy Judge**

**AGREED:**

/s/ Mark S. Finkelstein  
Mark S. Finkelstein  
Texas Bar No. 07015100 | S.D. Tex. No. 5543  
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and

/s/ Paul D. Flack  
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***Attorneys for Defendant and Counter-plaintiff, Setul G. Patel, M.D.***

and

[Signatures continue on next page]



/s/ Millard A. Johnson

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***Attorneys for Defendant Paul Alleyne, M.D.***

and

/s/ Matthew B. Probus

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(713) 258-2701 (Facsimile)

***Attorney for Plaintiff and Counter-defendant, Infinity Emergency Management Group, LLC***

**EXHIBIT 1**  
**Settlement Agreement**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

**IN RE:**

**NEIGHBORS LEGACY HOLDINGS, INC.,  
et al.,  
Debtors.**

§  
§  
§  
§  
§

**CASE NO. 18-33836  
(Chapter 11)**

**INFINITY EMERGENCY MANAGEMENT  
GROUP, LLC,**

**Plaintiff,**

**VS.**

**SETUL G. PATEL, M.D. AND  
PAUL ALLEYNE, M.D.,**

**Defendants.**

§  
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§

**ADVERSARY NO. 18-3276**

**SETTLEMENT AGREEMENT**

**THIS SETTLEMENT AGREEMENT** (this “Settlement”) is entered effective as of August 9, 2023 (the “Effective Date”), by and among Plaintiff Infinity Emergency Management Group, LLC, Individually and as Class B Non-Voting Members on Behalf of NHS Emergency Centers, LLC Series 114 - Eastside and NHS Emergency Centers, LLC Series 115 – Zaragoza, (collectively, “Infinity”) and Defendants Setul G. Patel, M.D. and Paul Alleyne, M.D. (“Defendants”). Together, Infinity and the Defendants are the “Parties”. In connection with this Settlement, the Parties stipulate and agree as follows (the “Stipulations”):

**STIPULATIONS**

A. Infinity filed a lawsuit in 2017 in state court (the “Infinity Lawsuit”) alleging that the following individuals, Setul G. Patel, M.D., Paul Alleyne, M.D., Cyril Gillman, M.D., Michael Chang, M.D., Andy Chen, M.D., Quang Henderson, M.D., Hitesh Patel, M.D., Dharmesh Patel, M.D., QSH Family, LP, and an entity Girish Capital, LLC (collectively, the “Neighbors O&Ds”)<sup>1</sup> fraudulently induced Infinity into investing in the two Series LLCs, then failed to uphold the contractual and fiduciary duties owed to Infinity. In 2018, the Infinity Lawsuit was removed to bankruptcy court when Neighbors entities filed bankruptcy in the referenced bankruptcy case (“Bankruptcy Case”) in the United States Bankruptcy Court for the Southern District of Texas (the

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<sup>1</sup> Each of the individual Defendants was sued individually and in his capacity as an officer and director, and all individuals comprising Plaintiff, Defendants, and the Neighbors O&Ds as the case may be, are intended beneficiaries of, bound by, and released pursuant to, this Settlement in all capacities each Plaintiff, Defendant or the Neighbors O&Ds may have. The term Plaintiff includes all counter-plaintiffs and the term Defendant includes all counter-defendants.

“Bankruptcy Court”). The removed action became an adversary proceeding under Adversary Proceeding No. 18-03276 [Adv. P. No. 18-03276, ECF No. 1].

B. That removal triggered new, bankruptcy-experienced counsel for Infinity who took the opportunity to replead the claims, including asserting Infinity’s allegations against Tensie Axton, the Trustee of the NLH Liquidating Trust, because the Liquidating Trustee is the “successor-in-interest to Neighbors Health System, Inc. and NHS Emergency Centers, LLC.” (ECF No. 102 at 3).<sup>2</sup> Infinity asserted both direct and derivative claims based on its allegations.

C. Infinity’s Fifth Amended Complaint filed in the Bankruptcy Case asserted derivative claims on behalf of the two Series LLCs in which Infinity held ownership interests. Generally, Infinity contended that Neighbors Health and the Neighbors O&Ds failed to “properly maintain and protect” the two Series LLCs’ property, from which Infinity’s distributions were derived. (ECF No. 102 at 14–15). Infinity’s derivative claims include:

- (1) *Derivative Breach of Fiduciary Duty, Negligent and Gross Mismanagement, and Abuse of Control* against Neighbors Health and the Neighbors O&Ds for causing Series LLC property to be withheld from the Series LLCs, causing physicians fees to be withheld from the Series LLCs’ net profits calculation, and “causing confusion over the ownership of limited partnership interests” in the Center LPs, (ECF No. 102 at 18–21); and
- (2) *Derivative Breach of Contract* based on Neighbors Health’s breach of its Management Agreement with the Series LLCs, (ECF No. 102 at 21–22).

D. Infinity alleged it had standing to assert its derivative claims under section 101.463 of the Texas Business Organizations Code. (ECF No. 102 at 15). Under section 101.463, Infinity could assert derivative standing to bring claims on behalf of closely held LLCs (*e.g.*, the Series LLCs). (ECF No. 102 at 15). Infinity asserted that Section 101.463 would also allow Infinity to dispense with the usual requirement of making a pre-suit demand on Series LLC management. (*See* ECF No. 102 at 15). Alternatively, Infinity maintained that any pre-suit demand to Neighbors Health or the Liquidating Trustee would be futile. (ECF No. 102 at 16–18).

E. Infinity’s direct claims concern the Neighbors O&Ds’ solicitation of outside investors and Neighbors O&Ds’ management of Neighbors Network entities. (ECF No. 102 at 22–29). Based on the Neighbors O&Ds’ conduct, Infinity asserted claims for:

- (3) *Negligence and Gross Negligence* against the Neighbors O&Ds for failing to maintain and preserve Infinity’s share of Series LLC profits, (ECF No. 102 at 22);
- (4) *Fraud and Fraudulent Inducement*:
  - (a) Based on Dr. Patel’s and Dr. Alleyne’s false statements and representations to Infinity that induced Infinity into purchasing its interests in the Series LLCs and

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<sup>2</sup> Under Neighbors Health’s confirmed Plan of Reorganization, Ms. Axton “assumed the role of representative and sole manager of” the Neighbors debtor entities. (ECF No. 98 at 34 n.25).

devoting Infinity physicians to operate the Series LLCs, (ECF No. 102 at 22–24); and

(b) Based on the Neighbors O&Ds’ knowing failure to disclose that Dr. Patel’s and Dr. Alleyne’s statements and representations were false, (ECF No. 102 at 24–26);

(5) *Conspiracy and Aiding and Abetting Common Law Fraud* arising from the Neighbors O&Ds’ support of Dr. Patel’s and Dr. Alleyne’s false pitch to Infinity, (ECF No. 102 at 26);

(6) *Negligent Misrepresentations* based on Dr. Patel’s and Dr. Alleyne’s failure to exercise “care” in making statements to Infinity regarding the membership interests Infinity purchased in the Series LLCs, (ECF No. 102 at 27); and

(7) *Violations of the Texas Securities Act* because the Neighbors O&Ds “offered and sold securities” in the Series LLCs “by means of an untrue statement [or omission] of material fact,” (ECF No. 102 at 28–29).

Based on the damage Defendants allegedly caused, Infinity was seeking alleged actual damages, statutory damages, exemplary damages, attorneys’ fees, costs, and pre- and post-judgment interest. (ECF No. 102 at 30). Infinity is not asserting its claims for the first time. Rather, its latest Complaint is Infinity’s sixth. (See ECF No. 102 at 2). The Complaint’s latest iteration is the product of the Parties’ summary judgment dispute over Infinity’s standing to assert certain derivative claims.

F. The Court determined that Infinity only had standing, if any, to assert derivative claims based on injuries suffered by the two Series LLCs (non-debtor entities). (ECF No. 98 at 19, 27–28). Notably, the Court determined Infinity does not have standing to assert derivative claims on the Series LLCs’ behalf arising from the Neighbors Network’s failure to make distributions to the Series LLCs. (See ECF No. 98 at 25–26).<sup>3</sup> Essentially, Infinity does not have standing to assert derivative claims arising from Center-LP-level or NHS-LLC-level “mismanagement” (both debtor entities) because such claims belong to the Debtors (ECF No. 98 at 19) and could be brought only by the General Unsecured Creditor Trustee, Mark Shapiro. The Court allowed Infinity to replead its claims following the standing dispute’s resolution.

G. The Defendants have filed motions challenging each claim and cause of action asserted by Infinity, generally deny all of the allegations raised by the Infinity in the Adversary Proceeding, assert that they have valid defenses to all claims and causes of action asserted by Infinity, and Defendants Setul G. Patel, M.D. asserted a counterclaim for indemnity (ECF No. 174).

H. Infinity and the Defendants have been forced to expend considerable resources to prosecute and defend the Adversary Proceeding.

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<sup>3</sup> Infinity could not predicate its standing on its beneficial interest in Series LLC property held by NHS LLC (a debtor entity). (See ECF No. 98 at 27).

I. The Parties seek to avoid the uncertainties and expenses associated with further litigation, and have engaged, with the assistance of legal counsel and a skilled and capable mediator, in extensive settlement negotiations.

J. After careful consideration of the facts and applicable law, the Parties have reached an agreement to resolve all issues between them, the terms of which are fully contained in this Settlement.

K. The Bankruptcy Court will be asked to schedule and perhaps conduct a hearing on the anticipated Joint Motion to be filed by the Parties pursuant to Federal Rule of Bankruptcy Procedure 9019 seeking approval of this Settlement.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants set forth herein, the Parties agree as follows.

1. **Subject to Bankruptcy Court Approval.** This Settlement and all of the rights, obligations, covenants, conditions, releases, and waivers contained herein are conditioned upon and subject to entry of a final, non-appealable order by the Bankruptcy Court (the “Bankruptcy Court Approval Order”) approving this Settlement to be submitted by Infinity and the Defendants Jointly, with each bearing its own costs (the “Motion to Approve Settlement”).

2. **The Settlement Payment.** Within ten (10) business days after the Bankruptcy Court Approval Order becomes final and non-appealable, Beazley Insurance Company, on behalf of the Defendants, shall pay Infinity funds under the O&D Policy in the amount of Eight-Hundred Ninety-Six Thousand and No One Hundredths Dollars (\$896,000.00) (the “Settlement Payment”). The Parties’ expressly stipulate and agree that the Settlement Payment is not a statement of the true value of the litigation or the recovery potentially available to Infinity at trial or on appeal. Instead, it is the Parties’ compromise and settlement of vigorously contested claims, the validity of which is not confessed but remains in dispute, subject to execution and performance of this Settlement Agreement. The Settlement Payment shall be made via check or wire transfer made payable to Infinity’s sole legal counsel, The Probus Law Firm, in care of the Matthew Probus, into his designated IOLTA Account in trust on behalf of and for the benefit of Infinity. By executing below, Matthew Probus certifies under penalty of perjury that no other legal counsel has any right in or claim to the Settlement Payment or any other amount arising out of or in connection with the Infinity Lawsuit or claims capable of assertion therein.

3. **Release by Infinity.** Immediately upon the Bankruptcy Court Approval Order becoming final and non-appealable, and without further action by Defendants, as consideration for the mutual covenants set forth herein, which Infinity acknowledges as good and valuable consideration, Infinity for itself and each person comprising Infinity, and each present and former member thereof, agrees to release, waive, and discharge the Defendants, each of the Neighbors O&Ds, in all capacities, and any and all persons or parties at any time insured under the Beazley Insurance Company policy, and their present and former affiliates (including but not limited to Girish Capital, LLC and QSH Family LP), heirs, successors-in-interest, members, directors,

officers, shareholders, partners, limited partners, spouses, parents, subsidiaries, assigns, agents, employees, insurers, reinsurers, trustees, representatives, and attorneys (the “Defendant Releasees”) from any and all claims, interests, obligations, debts, rights, suits, damages, demands, causes of action, remedies, and liabilities, including any derivative claims, any and all causes of action that have been brought, could have been brought, or may be brought in the future of any kind by or on behalf of Infinity in any court or tribunal whatsoever, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, contingent or non-contingent, existing or hereafter arising, in law, at equity or otherwise, any damages or administrative expenses, whether for tort, contract, alleged violations of fiduciary duties, negligence and/or gross negligence, conspiracy to breach fiduciary duties, aiding and abetting breach of fiduciary duties, recovery of alleged transfers as fraudulent transfers pursuant to 11 U.S.C. §§ 544, 548, and applicable state law, including Texas Business and Commerce Code § 24.006(a), the Texas Securities Act, or the Texas Business Organizations Code, and any other claims or causes of action arising under the Bankruptcy Code, or causes of action arising in cases thereunder, or any other federal or state laws, included all core, non-core or related to claims or causes of action, or otherwise, against the Defendant Releasees, as of the date the Bankruptcy Court Approval Order is entered, including but not limited any claim or cause of action arising out of, based on, or related to the Adversary Proceeding and/or the events leading up to the Adversary Proceeding and the Proofs of Claim filed by any of the Parties in the Bankruptcy Case (“Infinity Released Claims”). **THIS RELEASE INCLUDES MATTERS ATTRIBUTABLE TO THE SOLE OR PARTIAL NEGLIGENCE (WHETHER GROSS OR SIMPLE) OR OTHER FAULT, INCLUDING STRICT LIABILITY, OF THE DEFENDANT RELEASEES.**

4. **Release by Defendant Releasees.** Immediately upon the Bankruptcy Court Approval Order becoming final and non-appealable, and without further action by any Party, as consideration for the mutual covenants set forth herein, which the Defendant Releasees acknowledge as good and valuable consideration, Defendant Releasees agree to release, waive, and discharge Infinity and its present and former members, affiliates, heirs, successors, directors, officers, shareholders, partners, limited partners, spouses, parents, affiliates, subsidiaries, assigns, agents, employees, insurers, and attorneys (the “Infinity Releasees”) from any and all claims, counterclaims, interests, obligations, debts, rights, suits, damages, demands, causes of action, remedies, and liabilities, including any derivative claims, any and all causes of action that have been brought, could have been brought or may be brought in the future of any kind by or on behalf of the Defendant Releasees in any court whatsoever, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, contingent or non-contingent, existing or hereafter arising, in law, at equity or otherwise, any damages or administrative expenses, whether for tort, contract, or any federal or state laws, or otherwise, against the Infinity Releasees, as of the date the Bankruptcy Court Approval Order is entered, including but not limited to any claim or cause of action arising out of, based on, or related to the Adversary Proceeding and/or the events leading up to the Adversary Proceeding, or any Proof of Claim, or the Bankruptcy Case (“Defendant Released Claims”). **THIS RELEASE INCLUDES MATTERS ATTRIBUTABLE TO THE SOLE OR PARTIAL NEGLIGENCE (WHETHER GROSS OR SIMPLE) OR OTHER FAULT, INCLUDING STRICT LIABILITY, OF THE INFINITY RELEASEES.**

5. **Infinity’s Covenant Not to Sue or Seek Recovery.** Immediately upon receipt of the Settlement Payment by Infinity, as additional consideration for the foregoing, the receipt and

sufficiency of which is hereby acknowledged, Infinity hereby covenants not to bring suit or assert any claim in any tribunal against, or seek any recovery of any kind from, the Defendant Releasees for any Infinity Released Claims released herein.

6. **Defendant Releasees' Covenant Not to Sue or Seek Recovery.** Immediately upon the full execution of this Settlement by Infinity, as additional consideration for the foregoing, the receipt and sufficiency of which is hereby acknowledged, the Defendant Releasees hereby covenant not to bring suit against, or seek any recovery from the Infinity Releasees for any Defendant Released Claims.

7. **Cooperation.** The Parties agree to fully cooperate with each other in connection with his preparation, filing, and entry of the Joint Rule 9019 Motion to Approve Settlement.

8. **Joint Agreed Dismissal of Adversary Proceeding.** Within five (5) business days of the receipt of the Settlement Payment by Infinity, and without further action by Defendants except to join in filing same, as consideration for the mutual covenants set forth herein, which Infinity acknowledges as good and valuable consideration, Infinity and Defendants will file the necessary notices, motion(s), and order(s) with the Bankruptcy Court to dismiss the Adversary Proceeding with prejudice with respect to Infinity, all Defendants, and all Neighbors O&Ds.

9. **Successors and Assigns.** The provisions of this Settlement shall be binding on the Parties and their successors, heirs, and assigns and shall inure to the benefit of every person at any time involved in the Infinity Lawsuit and their successors and assigns.

10. **Entire Agreement.** This Settlement constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof, and there are no representations, understandings, or agreements relative hereto which are not fully expressed herein. This Settlement may not be modified, altered, or amended in whole or in part except by a written instrument executed by each Party.

11. **Governing Law.** This Settlement shall be governed by and construed under the laws of the State of Texas without regard to conflicts of laws principles that would require the application of the law of another jurisdiction.

12. **No Assignment.** The Parties warrant and represent that they have not assigned, conveyed, transferred, sold, or granted, in any fashion, any right, privilege, claim, or cause of action, or any part thereof, that they have or may have against each other arising out of, based on, or related to the Adversary Proceeding and/or the subject matter of this Settlement.

13. **No Reliance.** The Parties, separately and collectively, represent and warrant that in entering into this Settlement they are relying on their own judgment, belief, and knowledge and, as applicable, on that of any attorney they have retained to represent them in this matter. In entering into this Settlement, no Party is relying on any representation or statement made by any other Party or any person representing such other Party.



14. **Construction.** This Settlement has been drafted through a cooperative effort of all Parties, and no Party or Parties shall be considered the drafter of this Settlement so as to give rise to any presumption of convention regarding construction of this document. All terms of this Settlement were negotiated in good faith and at arm's-length, and this Settlement was prepared and executed without fraud, duress, undue influence, or coercion of any kind exerted by any of the Parties upon the other. The execution and delivery of this Settlement is the free and voluntary act of the Parties.

15. **Headings.** The Headings contained in this Settlement are inserted for convenience only and do not affect in any way the meaning or interpretation of this Settlement.

16. **No Liability.** It is understood and agreed by the Parties that this Settlement represents a settlement and compromise and neither this Settlement itself, any of the payments or covenants described herein, nor anything else connected with this Settlement is to be construed as an admission of fault or liability on behalf of the Defendants.

17. **Execution in Counterparts.** This Settlement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. All signatures of the Parties to this Settlement may be transmitted by facsimile or by electronic mail, and such transmission will, for all purposes, be deemed to be the original signature of such Party whose signature it reproduces, and will be binding upon such Party. Defendants agree to execute the settlement agreement within ten (10) business days of receipt of the Settlement Agreement executed by Infinity.

18. **Severability.** If any provision of this Settlement is determined to be prohibited or unenforceable by reason of any applicable law of a jurisdiction, then such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions thereof, and any such prohibition or unenforceability in such jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction.

19. **Compliance with Applicable Law.** The Parties represent, warrant, and covenant that each document, notice, instruction, or request provided by each respective Party shall comply with applicable laws and regulations. Where, however, the conflicting provisions of any such applicable law may be waived, they are hereby irrevocably waived by the Parties hereto to the fullest extent permitted by law, to the end that this Settlement shall be enforced as written.


20. **Further Assurances.** The Parties agree to take all reasonable actions necessary to effectuate the approval, performance, validity, and enforceability of this Settlement including, without limitation, the prompt execution of any and all documents of any kind, which the other Parties may reasonably require in order to implement the provisions and objectives of this Settlement.

21. **Costs.** Except as otherwise indicated herein, the Parties shall bear their own costs, expenses, and attorneys' fees incurred in connection with the Adversary Proceeding and this Settlement.

22. **Authorization.** Each person signing this Settlement represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this Settlement. Infinity represents and warrants to the other Parties that the execution and delivery of the Settlement Agreement and the performance of Infinity's obligations hereunder have been duly authorized and that the Settlement Agreement is a valid and legal agreement binding on Infinity and all persons claiming by, through or under Infinity, and enforceable in accordance with its terms.

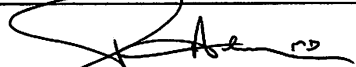
23. **No Impairment of Claims in Other Disputes.** Notwithstanding any provision in this Settlement Agreement to the contrary, nothing in this Settlement Agreement releases or impairs any claim or right that any person or entity has or may have against Sohail Alam, Beaumont Emergency Physicians Associates, PLLC, or any of their members, officers, directors, affiliates, or attorneys, including but not limited to Steven King, Gerard Tiffault, Ali Osman, Darella Cooper, Robby Eaves, Shawna Lambert-Pitt and Lylieth Mitchell and any of their legal counsel or successors or assigns of any of them.

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Infinity Emergency Management Group, LLC, Individually and as Class B Non-Voting Members on Behalf of NHS Emergency Centers, LLC Series 114 - Eastside and NHS Emergency Centers, LLC Series 115 – Zaragoza,	Paul Alleyne, M.D.
By:  Duly authorized, sole managing member	Setul G. Patel, M.D., MBA



**APPROVED AS TO FORM AND CONTENT:**

<b>The Probus Law Firm</b>	<b>PRATT AND FLACK LLP</b>
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<b>JOHNSON DELUCA KURISKY &amp; GOULD, P.C.</b>	<b>SHANNON, MARTIN, FINKELSTEIN, ALVARADO &amp; DUNNE, P.C.</b>
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<b>COUNSEL FOR PAUL ALLEYNE, M.D.</b>	<b>COUNSEL FOR SETUL G. PATEL, M.D.</b>

Infinity Emergency Management Group, LLC, Individually and as Class B Non-Voting Members on Behalf of NHS Emergency Centers, LLC Series 114 - Eastside and NHS Emergency Centers, LLC Series 115 - Zaragoza,	 Paul Alleyne, M.D.
	Setul G. Patel, M.D., MBA
By:	
Duly authorized, sole managing member	

**APPROVED AS TO FORM AND CONTENT:**

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Infinity Emergency Management Group, LLC, Individually and as Class B Non-Voting Members on Behalf of NHS Emergency Centers, LLC Series 114 - Eastside and NHS Emergency Centers, LLC Series 115 - Zaragoza,	_____ Paul Alleyne, M.D. 
By:	_____ Setul G. Patel, M.D., MBA 
Duly authorized, sole managing member	

**APPROVED AS TO FORM AND CONTENT:**

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<b>COUNSEL FOR INFINITY EMERGENCY MANAGEMENT GROUP, LLC</b>	and
<b>JOHNSON DELUCA KURISKY &amp; GOULD, P.C.</b>	<b>SHANNON, MARTIN, FINKELSTEIN, ALVARADO &amp; DUNNE, P.C.</b>
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<b>COUNSEL FOR PAUL ALLEYNE, M.D.</b>	<b>COUNSEL FOR SETUL G. PATEL, M.D.</b>

# EXHIBIT 4

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

<b>IN RE:</b>	§	
	§	
<b>NEIGHBORS LEGACY HOLDINGS, INC., et al.,</b>	§	<b>CASE NO. 18-33836 (MI)</b>
	§	
<b>Debtors.</b>	§	<b>(Chapter 11)</b>

---

**NOTICE OF HEARING ON MOTION OF PLAINTIFF AND DEFENDANTS IN  
LITIGATION BROUGHT BY INFINITY EMERGENCY MANAGEMENT GROUP, LLC  
FOR AN ORDER APPROVING COMPROMISE OF CONTROVERSIES**

(Relates to ECF No. 1253)

TO ALL CREDITORS AND PARTIES IN INTEREST:

PLEASE TAKE NOTICE of the filing of that certain *Joint Motion of Plaintiff and Defendants in Litigation Brought by Infinity Emergency Management Group, LLC for an Order Approving Settlement of Controversies Pursuant to Fed.R.Bankr.P. 9019* (the “Motion”), filed by Plaintiff and Counter-Defendant Infinity Emergency Management Group, LLC, Defendant and Counter-Plaintiff Setul G. Patel, M.D., and Defendant Paul Alleyne, M.D.

PLEASE TAKE FURTHER NOTICE that the hearing on the Motion is scheduled for **December 14, 2023 at 1:30 p.m.** in Courtroom 404, 515 Rusk, Houston, Texas 77002. Participants may appear in person or by telephone and video conference. The Telephonic Participation Dial-in No. is 832-917-1510; Conference Code No.: 954554. Telephonic participants may connect on-line to view the Court’s broadcast onto the courtroom’s television monitors. Video Participation: GoToMeeting: [www.gotomeeting.com](http://www.gotomeeting.com) Select ‘Join.’ Enter the Meeting Code: JudgeIsgur. To view online, you may connect through the website located at <https://www.gotomeeting.com/meeting/join-meeting>. Again, the Meeting Code is JudgeIsgur. If you are attempting to view the broadcast on an iPad or similar device, you may be required to download a free app from the website. If you have questions, please contact the case manager, Mr. Tyler Laws at [tyler\\_laws@txs.uscourts.gov](mailto:tyler_laws@txs.uscourts.gov) or 713-250-5421. If Mr. Laws is out of the office and you have an emergency, please contact the relief case manager, Ms. Sierra Thomas-Anderson, at [sierra\\_thomasanderson@txs.uscourts.gov](mailto:sierra_thomasanderson@txs.uscourts.gov) or 713-250-5395.

Respectfully submitted  
October 30, 2023 by:

/s/ Mark S. Finkelstein  
 /Mark S. Finkelstein  
 Texas Bar No. 07015100 | S.D. Texas No. 5543  
 SHANNON, MARTIN, FINKELSTEIN, ALVARADO &  
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and

/s/ Paul D. Flack

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*Counsel for Setul G. Patel, M.D.,  
one of the Movants*

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on October 30, 2023, I caused a true and complete copy of the foregoing notice to be served by electronic transmission via the clerk's CM/ECF on all parties registered to receive electronic notice in this case, and on or before October 31, 2023, the next business day, by first class U.S. mail, postage prepaid, on all other parties listed on Exhibit A attached.

/s/ Mark S. Finkelstein

Mark S. Finkelstein



## **EXHIBIT A**

### **MASTER SERVICE LIST Neighbors Legacy Holdings, Inc., et al. Case No. 18-33836 (MI)**

**All service made by US first class mail, postage prepaid unless otherwise indicated**

Akin Gump Strauss Hauer & Feld LLP  
Sohail Alam  
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Houston, TX 77054

Kelley G. Albright on behalf of Plaintiff  
Gerald H. Phipps, Inc. d/b/a GH Phipps Construction Co.  
1001 Seventeenth Street, Suite 300  
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Tom L Brown on behalf of Creditor Robert Lueken  
Brown, Bauman & Smith  
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Tyler, TX 75701

Ali Burner on behalf of Creditor KeyBank, N.A.  
Reed Smith, LLP  
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CohnReznick LLP  
c/o Chad J. Shandler  
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New York, NY 10019

Scott J Davenport on behalf of Creditor  
Setul G. Patel, M.D.  
Davenport Law Firm, P.C.  
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Katherine C Fackler on behalf of  
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Akerman LLP  
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Iron Mountain Information Management, LLC  
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Erica A. Littlejohn Burnette on  
behalf of Creditor WISESTAFF LLC  
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John R. Luze on behalf of Interested  
Party Tenet Health Services Corp.  
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Chicago, IL 60654

NITYA Capital, LLC  
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Stuart Quartemont, MD  
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College Station, TX 77845

Brian G. Rose on behalf of Debtor  
Neighbors Legacy Holdings, Inc.  
Porter Hedges, LLP  
1000 Main St.  
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Houston, TX 77002

Matthew E Tashman on behalf of  
Creditor KeyBank, N.A.  
Reed Smith LLP  
Three Logan Square  
1717 Arch Street, Ste 3100  
Philadelphia, PA 19103

Warren A. Usatine on behalf of Creditor  
Committee The Official Committee of Unsecured Creditors  
Cole Schotz P.C.  
25 Main Street  
Hackensack, NJ 07601

Felice Yudkin on behalf of Creditor Committee  
The Official Committee of Unsecured Creditors  
Cole Schotz P.C.  
25 Main Street  
Hackensack, NJ 07601

# EXHIBIT 5

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

<b>IN RE:</b>	§	
	§	
<b>NEIGHBORS LEGACY HOLDINGS, INC., et al.,</b>	§	<b>CASE NO. 18-33836 (MI)</b>
	§	
<b>Debtors.</b>	§	<b>(Chapter 11)</b>

---

**CERTIFICATE OF SERVICE**  
(Relates to Docket Nos. 1253, 1257)

I hereby certify that on October 30, 2023, I caused a true and correct copy of the *Notice of Hearing on Motion of Plaintiff and Defendants in Litigation Brought by Infinity Emergency Management Group, LLC for an Order Approving Compromise of Controversies* to be served by United States first class mail, postage prepaid to the addressees listed on the attached mailing list and served by electronic transmission to all registered ECF users appearing in the case.

Dated: October 30, 2023.

Respectfully submitted.

/s/ Mark S. Finkelstein  
 Mark S. Finkelstein  
 Texas Bar No. 07015100 | S.D. Texas No. 5543  
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***Counsel for Setul G. Patel, M.D., one of the  
Movants***

## EXHIBIT A

**MASTER SERVICE LIST**  
**Neighbors Legacy Holdings, Inc., et al.**  
**Case No. 18-33836 (MI)**

**All service made by United States first class mail,  
postage prepaid unless otherwise indicated**

Akin Gump Strauss Hauer & Feld LLP  
Sohail Alam  
7505 Fannin, Ste 300  
Houston, TX 77054

Kelley G. Albright on behalf of Plaintiff  
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Construction Co.  
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Denver, CO 80202

Tom L. Brown on behalf of Creditor Robert  
Lueken  
Brown, Bauman & Smith  
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Ali Burner on behalf of Creditor KeyBank, N.A.  
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Setul G. Patel, M.D.  
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IPFS Corporation  
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Houston, Tx 77073

Erica A. Littlejohn Burnette on  
behalf of Creditor WISESTAFF LLC  
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Houston, Tx 77030

John R. Luze on behalf of Interested  
Party Tenet Health Services Corp.  
Kirkland & Ellis LLP  
300 North LaSalle  
Chicago, IL 60654

NITYA Capital, LLC  
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Stuart Quartemont, MD  
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College Station, TX 77845

Brian G. Rose on behalf of Debtor  
Neighbors Legacy Holdings, Inc.  
Porter Hedges, LLP  
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Houston, TX 77002

Matthew E. Tashman on behalf of  
Creditor KeyBank, N.A.  
Reed Smith LLP  
Three Logan Square  
1717 Arch Street, Ste 3100  
Philadelphia, PA 19103

Warren A. Usatine on behalf of Creditor  
Committee The Official Committee  
of Unsecured Creditors  
Cole Schotz P.C.  
25 Main Street  
Hackensack, NJ 07601

Felice Yudkin on behalf of Creditor Committee  
The Official Committee of Unsecured Creditors  
Cole Schotz P.C.  
25 Main Street  
Hackensack, NJ 07601

**CERTIFICATE OF SERVICE**

I hereby certify that a true and complete copy of the foregoing document was served through the Court's CM/ECF noticing system in this case on October 30, 2023.

*/s/ Mark S. Finkelstein*\_\_\_\_\_

Mark S. Finkelstein