

1 ROB BONTA
Attorney General of California
2 EMILIO VARANINI
Supervising Deputy Attorney General
3 JUSTIN J. LOWE
Deputy Attorney General
4 State Bar No. 223847
DAVID HOUSKA
5 Deputy Attorney General
State Bar No. 295918

6 455 Golden Gate Avenue, Suite 11000
7 San Francisco, CA 94102-7004
Telephone: (415) 510-3837
8 Fax: (415) 703-5480
E-mail: Justin.Lowe@doj.ca.gov
9 *Attorneys for Plaintiff*

10 IN THE UNITED STATES DISTRICT COURT
11 FOR THE NORTHERN DISTRICT OF CALIFORNIA
12
13

14 **STATE OF CALIFORNIA,**

15
16 **PLAINTIFF,**

17 **v.**

18 **PROVIDENCE GROUP, INC., a California**
19 **Corporation, SUTABLE ACQUISITION**
20 **COMPANY, LLC, a Delaware Limited**
21 **Liability Company and a direct wholly-**
22 **owned subsidiary of Providence Group,**
23 **Inc., BAY BRIDGE CAPITAL PARTNERS,**
24 **LLC, a Delaware Limited Liability**
25 **Company, GI PLUM FUND B BLOCKER**
26 **LLC, a Delaware Limited Liability**
27 **Company, GI PLUM FUND B AIV LP, a**
28 **Delaware Limited Partnership, GI GP IV**
L.P., a Delaware Limited Partnership, GI
PLUM HOLDINGS LLC, a Delaware
Limited Liability Company, NEW SISU
HOLDCO, LLC, a Delaware Limited
Liability Company, and GI PARTNERS
ACQUISITIONS LLC,

DEFENDANTS.

Case No.

**[PROPOSED] FINAL CONSENT
JUDGMENT**

1 WHEREAS, Plaintiff State of California (“California”) filed its Complaint on September
2 20, 2021 (the “Complaint”);

3 AND WHEREAS, California and Defendants Bay Bridge Capital Partners LLC, GI Plum
4 Fund B Blocker LLC, GI Plum Fund B AIV LP, GI GP IV L.P., GI Plum Holdings LLC, New
5 Sisu Holdco LLC, GI Partners Acquisitions LLC, (in this Final Judgment, “Plum” shall mean
6 these entities collectively, along with their parents, subsidiaries, successors, assigns, divisions,
7 groups, affiliates, officers, directors, employees, agents, and partners), Providence Group, Inc.,
8 and Sutable Acquisition Company LLC (in this Final Judgment, “Providence” shall mean
9 Providence Group, Inc. and Sutable Acquisition Company LLC collectively, along with their
10 parents, subsidiaries, successors, assigns, divisions, groups, affiliates, officers, directors,
11 employees, agents, and partners and, subsequent to the closing, “Providence” shall include the
12 Plum entities that Providence is acquiring in the proposed merger) (Plum and Providence
13 together, the “Defendants”) have consented to the entry of this Final Judgment without trial or
14 adjudication of any issue of fact or law and without this Final Judgment constituting any evidence
15 against or admission by any party regarding any issue of fact or law;

16 AND WHEREAS, Providence and Plum agree to be bound by the provisions of this Final
17 Judgment pending its approval by the Court;

18 AND WHEREAS, the essence of this Final Judgment is the prompt and certain divestiture
19 of certain rights and assets by Providence to ensure that the proposed merger between Providence
20 and Plum does not substantially reduce competition, as alleged by California in the Complaint;

21 AND WHEREAS, Providence and Plum have represented to California that the divestiture
22 required below can and will be made and that Providence and Plum will not raise claims of
23 hardship or difficulty as grounds for asking the Court to modify any of the divestiture provisions
24 contained below;

25 AND WHEREAS, California, Providence and Plum negotiated this Consent Judgment in
26 good faith in order to avoid litigation, and believe its terms to be fair, reasonable, and in the
27 public interest
28

1 AND WHEREAS, Providence and Plum have waived service of the Summons and
2 Complaint;

3 AND WHEREAS, all of the signatories below have the power and authority to bind the
4 entities they represent;

5 NOW THEREFORE, without trial or adjudication of any issue of fact or law, and upon
6 consent of the parties, it is ORDERED, ADJUDGED, and DECREED:

7 **I. JURISDICTION**

8 The Court has jurisdiction over the subject matter of and each of the parties to this action.
9 The Complaint states a claim upon which relief may be granted against Providence and Plum
10 under Section 7 of the Clayton Act, 15 U.S.C. § 18 and the California Unfair Competition Act,
11 Cal. Bus. & Prof. Code § 17200 et seq. The Attorney General for California, Rob Bonta, has
12 authority to bring this action on behalf of California in its sovereign capacity pursuant to Section
13 16 of the Clayton Act, 15 U.S.C. § 26, and California Bus. & Prof. Code § 17204.

14 **II. DEFINITIONS**

15 A. “Rocky Point Care Center” means the skilled nursing facility known by that name
16 located at 625 16th St. Lakeport, CA 95453. This definition includes the company known as 625
17 16th St., LLC (which currently owns the property rights to the building located at that address),
18 the company known as Windflower Holdings, LLC (which currently operates the facility),
19 including any officers, directors, employees, agents, subsidiaries, divisions, or groups of those
20 two corporations. “Rocky Point Care Center” also includes all other rights, titles, contracts,
21 assets, and interests of any kind held by 625 16th St., LLC and Windflower Holdings, LLC at the
22 time the Complaint was filed.

23 B. “Divestiture Purchasers” means NAHS North, Inc., a Nevada corporation, and
24 SENSEN LLC, a Nevada limited liability company, and their respective parents, subsidiaries,
25 successors, assigns, divisions, groups, affiliates, officers, directors, employees, agents, and
26 partners.

1 C. “Defendants” shall mean Providence and Plum together, and their parents,
 2 subsidiaries, successors, assigns, divisions, groups, affiliates, officers, directors, employees,
 3 agents, and partners.

4 D. The “Divestiture” shall mean the sale of Rocky Point Care Center by the Defendants
 5 to the Divestiture Purchasers as detailed in the form of agreement attached to this Final Judgment
 6 as sealed Exhibit A.

8 **III. APPLICABILITY**

9 This Final Judgment applies to each Defendant and all other persons in active concert or
 10 participation with any Defendant who receive actual notice of this Final Judgment by personal
 11 service or otherwise.

13 **IV. DIVESTITURE**

14 A. Defendants may close and complete the proposed merger described in the Complaint
 15 at any time following the entry of this Final Judgment. At any time following the entry of this
 16 Final Judgment, but in any event no later than five (5) calendar days following the closing and
 17 completion of the proposed merger between Defendants, as described in the Complaint,
 18 Defendants must completely and fully divest Rocky Point Care Center to the Divestiture
 19 Purchasers pursuant to the form of agreement attached to this Final Judgment as Exhibit A. The
 20 attached form of agreement contemplates a divestiture by the Divestiture Sellers to the Divestiture
 21 Purchasers and shall not be modified except as to the pricing terms, financial schedules and other
 22 omitted schedules that shall be completed with the then current information at the time of the
 23 divestiture following this Court’s approval. Defendants represent and warrant that the final
 24 purchase agreement, including the pricing terms, financial schedules and other omitted schedules,
 25 shall be the result of arms-length negotiations between the Divestiture Sellers and Divestiture
 26 Purchasers, shall be reasonably related to the prevailing market value of Rocky Point Care
 27 Center, and shall be subject to approval by the Office of the California Attorney General.
 28

1 B. Defendants must obtain all regulatory approvals, to the extent any such approvals are
2 necessary, relating to the Divestiture as expeditiously as possible.

3 C. At the option of the Divestiture Purchasers, Providence shall provide the Divestiture
4 Purchasers with transition assistance sufficient to efficiently transfer the Rocky Point Care
5 Center. Such transition assistance shall be (1) provided as set forth in the form of agreement
6 attached to this Final Judgment as sealed Exhibit A (and specifically, as laid out in Schedule 3.2,
7 the “Form of OTA”); and (2) for a period sufficient to meet the requirements of this Final
8 Judgment, which shall be the later of (i) up to one year after the Divestiture date or (ii) the date
9 the Divestiture Purchasers have obtained all required regulatory approvals, including Medicare and
10 Medicaid billing numbers for the Rocky Point Care Center. *Provided however*, that if the
11 Divestiture Purchasers terminate any transition assistance at an earlier date, Providence shall no
12 longer be obligated to provide such transition assistance.

13 D. Defendants may not take any action that will impede in any way the permitting,
14 operation, or sale of Rocky Point Care Center, either before or after the Divestiture closes.
15 Examples of such actions that might impede the operation of Rocky Point Care Center include,
16 but are not limited to, removing equipment or other physical capital from Rocky Point Care
17 Center, transferring title to equipment or other physical capital away from Rocky Point Care
18 Center, cancelling or re-negotiating Rocky Point Care Center’s contracts outside of the usual
19 course of business, failing to make reasonable efforts to collect on amounts owed to Rocky Point
20 Care Center, or any other action inconsistent with the long term operation of Rocky Point Care
21 Center as a going concern. This paragraph shall not however apply to any removal, transfer,
22 renegotiation, or any other action which Defendants take at the express request of the Divestiture
23 Purchasers.

24 E. Until the Rocky Point Care Center has been divested, Defendants shall comply with
25 all applicable federal, state, and local laws, ordinances, and regulations with respect to the Rocky
26 Point Care Center, including those pertaining to the required staffing levels for a skilled nursing
27 facility (as defined by Cal. Code Regs., tit. 22, § 72103).
28

F. For a period of twelve (12) months following the Divestiture or sale of Rocky Point Care Center pursuant to Section V below, Providence may not solicit or otherwise entice any employee of Rocky Point Care Center from leaving their employment. Defendants acknowledge and agree that this provision is a reasonable and proportionate measure to protect the Divestiture Purchasers' ability to operate Rocky Point Care Center following the Divestiture, especially in light of (1) the minimum length of time which the Divestiture Purchasers estimate it shall need to ensure the successful transition of ownership and realize the full economic viability, marketability, competitiveness and value of Rocky Point Care Center; and (2) the highly localized geographic market for healthcare workers in Lake County that may interfere with the Divestiture Purchasers' efforts to achieve optimal staffing levels at the facility. Notwithstanding the foregoing, this provision does not prohibit Defendants from (1) hiring any employee of Rocky Point Care Center, provided that the hiring process is wholly initiated by the employee rather than by Defendants or in response to any solicitation by Defendants; or (2) making general advertisements for employment that are not tailored, targeted, or otherwise meant to attract employees of Rocky Point Care Center.

V. APPOINTMENT OF DIVESTITURE TRUSTEE

A. If Defendants have not completed the Divestiture within the time period specified in Section IV.A., Defendants must immediately notify California of that fact in writing. On California's application, the Court will appoint a Divestiture Trustee selected by California and approved by the Court to effect the sale of Rocky Point Care Center to a third party.

B. After the appointment of a Divestiture Trustee becomes effective, only the Divestiture Trustee has the right to sell Rocky Point Care Center. The Divestiture Trustee will have the power and authority to sell Rocky Point Care Center to an acquirer acceptable to California, in its sole discretion, on whatever terms are then obtainable upon reasonable effort by the Divestiture Trustee, subject to Sections IV and V of this Final Judgment. The Divestiture Trustee will have any other powers that the Court deems appropriate. The Divestiture Trustee may hire at the cost and expense of Providence any agents, investment bankers, attorneys, accountants, or consultants,

1 who will be solely accountable to the Divestiture Trustee, as reasonably necessary in the
2 Divestiture Trustee's judgment to assist in selling Rocky Point Care Center. Any such agents or
3 consultants will serve on such terms and conditions as California approves, including
4 confidentiality requirements and conflict of interest certifications. The Divestiture Trustee shall
5 provide to Defendants ten (10) calendar days' notice of any proposed sale prior to the execution
6 of any such sale agreement.

7 C. Defendants shall not object to a sale by the Divestiture Trustee on any ground other
8 than the Divestiture Trustee's malfeasance. Any such objection by Defendants must be conveyed
9 in writing to California and the Divestiture Trustee within ten (10) calendar days after the
10 Divestiture Trustee has provided the notice required under Section V(B).

11 D. The Divestiture Trustee will serve at the cost and expense of Providence under a
12 written agreement, on such terms and conditions as California approves, including confidentiality
13 requirements and conflict of interest certifications. The Divestiture Trustee will account for all
14 monies derived from the sale of the assets sold by the Divestiture Trustee and all costs and
15 expenses so incurred. After approval by the Court of the Divestiture Trustee's accounting,
16 including fees for any of its services yet unpaid and those of any professionals and agents retained
17 by the Divestiture Trustee, all remaining money will be paid to Providence and
18 the trust will then be terminated. The compensation of the Divestiture Trustee and any
19 professionals and agents retained by the Divestiture Trustee will be reasonable in light of the
20 value of the Divestiture Assets and based on a fee arrangement that provides the Divestiture
21 Trustee with incentives based on the price and terms of the divestiture and the speed with which it
22 is accomplished, but the timeliness of the divestiture is paramount. If the Divestiture Trustee and
23 Providence are unable to reach agreement on the Divestiture Trustee's or any agents' or
24 consultants' compensation or other terms and conditions of engagement within fourteen (14)
25 calendar days of the appointment of the Divestiture Trustee, California may, in its sole discretion,
26 take appropriate action, including making a recommendation to the Court. The Divestiture
27 Trustee will, within three business days of hiring any other agents or consultants, provide written
28 notice of such hiring and the rate of compensation to Providence and California.

1 E. Providence must use its best efforts to assist the Divestiture Trustee in accomplishing
2 the sale of Rocky Point Care Center, including by informing the Divestiture Trustee of all
3 information related to any prior or future: (1) attempts to sell Rocky Point Care Center, (2)
4 outreach or attempts to generate interest by possible buyers of Rocky Point Care Center after the
5 appointment of the Divestiture Trustee, and (3) inquiries or expressions of interest by potential
6 buyers of which Providence becomes aware at any time. The Divestiture Trustee and any agents
7 or consultants retained by the Divestiture Trustee will have full and complete access to the
8 personnel, books, records, and facilities of Rocky Point Care Center, and Providence must
9 provide or develop financial and other information relevant to such business as the Divestiture
10 Trustee may reasonably request, subject to reasonable protection for trade secrets; other
11 confidential research, development, or commercial information; or any applicable privileges.
12 Defendants may not take any action to interfere with or to impede the Divestiture Trustee's
13 accomplishment of the sale of Rocky Point Care Center.

14 F. After its appointment, the Divestiture Trustee will file monthly reports with
15 California and, as appropriate, the Court, setting forth the Divestiture Trustee's efforts to
16 accomplish the divestiture ordered under this Final Judgment. To the extent such reports contain
17 information that the Divestiture Trustee deems confidential, such reports will not be filed in the
18 public docket of the Court. Such reports will include the name, address, and telephone number of
19 each person who, during the preceding month, made an offer to acquire, expressed an interest in
20 acquiring, entered into negotiations to acquire, or was contacted or made an inquiry about
21 acquiring any interest in Rocky Point Care Center and will describe in detail each contact with
22 any such person. The Divestiture Trustee will maintain full records of all efforts made to sell
23 Rocky Point Care Center.

24 G. If the Divestiture Trustee has not successfully sold Rocky Point Care Center, as
25 ordered under this Final Judgment, within six months after its appointment, the Divestiture
26 Trustee will promptly file with the Court a report setting forth (1) the Divestiture Trustee's efforts
27 to accomplish sale of Rocky Point Care Center; (2) the reasons, in the Divestiture Trustee's
28 judgment, why the sale has not been accomplished; and (3) the Divestiture Trustee's

1 recommendations. To the extent such reports contain information that the Divestiture Trustee
 2 deems confidential, such reports will not be filed in the public docket of the Court. The
 3 Divestiture Trustee will at the same time furnish such report to California, which will have the
 4 right to make additional recommendations consistent with the purpose of the trust. The Court
 5 thereafter will enter such orders as it deems appropriate to carry out the purpose of the Final
 6 Judgment, which may, if necessary, include extending the trust and the term of the Divestiture
 7 Trustee's appointment by a period requested by California.

8 H. If California determines that the Divestiture Trustee has ceased to act or failed to act
 9 diligently or in a reasonably cost-effective manner, California may recommend the Court appoint
 10 a substitute Divestiture Trustee.

11 12 **VI. ASSET PRESERVATION**

13 Until the Divestiture has been accomplished, Defendants must take all steps necessary to
 14 preserve the full economic viability, marketability, competitiveness and value of Rocky Point
 15 Care Center and its ability to successfully compete following the completion of the Divestiture.
 16 Defendants may not take any action that would jeopardize the Divestiture ordered by the Court.

17 18 **VII. AFFIDAVITS**

19 A. Within twenty (20) calendar days of the filing of the Complaint in this matter, and
 20 every thirty (30) calendar days thereafter until the Divestiture has been completed under Section
 21 IV or Rocky Point Care Center has been sold pursuant to Section V, Providence must deliver to
 22 California an affidavit, signed by each Providence's chief financial officer and general counsel,
 23 which describes the fact and manner of Providence's compliance with this Final Judgment. If the
 24 Divestiture has not been completed under Section IV, each affidavit must include: 1) the name,
 25 address, and telephone number of each person who, during the preceding thirty (30) calendar
 26 days, made an offer to acquire, expressed an interest in acquiring, entered into negotiations to
 27 acquire, or was contacted or made an inquiry about acquiring, any interest in the Divestiture
 28

Assets, and must describe in detail each contact with any such person during that period; and 2) a description of Providence's efforts to solicit buyers for Rocky Point Care Center, and to provide required information to prospective acquirers, including the limitations, if any, on such information. Assuming the information set forth in the affidavit is true and complete, any objection by California to information provided by Defendants, including limitation on information, must be made within 14 calendar days of receipt of such affidavit.

B. Within twenty (20) calendar days of the filing of the Complaint in this matter, Defendants must deliver to California an affidavit that describes in reasonable detail all actions Defendants have taken and all steps Defendants have implemented on an ongoing basis to comply with Section VI of this Final Judgment. Defendants must deliver to California an affidavit describing any changes to the efforts and actions outlined in Defendants' earlier affidavits filed under this Section within fifteen (15) calendar days after the change is implemented.

C. Defendants must keep all records of all efforts made to preserve and divest Rocky Point Care Center until one year after the Divestiture has been completed or Rocky Point Care Center has been sold under Section V.

VIII. APPOINTMENT OF MONITORING TRUSTEE

A. Affiliated Monitors, Inc., P.O. Box 961791, Boston, MA. 02196, shall serve as Monitoring Trustee.

B. The Monitoring Trustee will have the power and authority to monitor Defendants' compliance with the terms of this Final Judgment and will have any other powers that the Court deems appropriate. The Monitoring Trustee must investigate and report on the Defendants' compliance with this Final Judgment and on Defendants' progress toward effectuating the purposes of this Final Judgment, including the implementation and execution of the Divestiture.

C. The Monitoring Trustee may hire at the cost and expense of Providence any agents, investment bankers, attorneys, accountants, or consultants, who will be solely accountable to the Monitoring Trustee, reasonably necessary in the Monitoring Trustee's judgment. These agents, investment bankers, attorneys, accountants, or consultants will serve on terms and conditions

1 approved by California, including confidentiality requirements and conflict-of-interest
2 certifications.

3 D. Defendants may not object to actions taken by the Monitoring Trustee in fulfillment
4 of the Monitoring Trustee's responsibilities on any ground other than the Monitoring Trustee's
5 malfeasance. Any such objection by Defendants must be conveyed in writing to California and
6 the Monitoring Trustee within ten (10) calendar days after the action taken by the Monitoring
7 Trustee giving rise to Defendants' objection.

8 E. The Monitoring Trustee will serve at the cost and expense of Providence, under a
9 written agreement with Providence and on such terms and conditions as California approves,
10 including confidentiality requirements and conflict of interest certifications. The compensation of
11 the Monitoring Trustee and any agents or consultants retained by the Monitoring Trustee will be
12 on reasonable and customary terms commensurate with the Monitoring Trustee's experience and
13 responsibilities. If the Monitoring Trustee and Defendants are unable to reach agreement on the
14 Monitoring Trustee's or any agents' or consultants' compensation or other terms and conditions
15 of engagement within fourteen calendar days of the entry of this Final Judgment, California may,
16 in its sole discretion, take appropriate action, including making a recommendation to the Court.
17 The Monitoring Trustee will, within three (3) business days of hiring any agents or consultants,
18 provide written notice of such hiring and the rate of compensation to Defendants and California.

19 F. The Monitoring Trustee will have no responsibility or obligation for the operation of
20 Defendants' businesses.

21 G. Defendants will use their best efforts to assist the Monitoring Trustee in monitoring
22 Defendants' compliance with their individual obligations under this Final Judgment. The
23 Monitoring Trustee and any agents or consultants retained by the Monitoring Trustee will have
24 full and complete access to the personnel, books, records, and facilities relating to compliance
25 with this Final Judgment, subject to reasonable protection for trade secrets; other confidential
26 research, development, or commercial information; or any applicable privileges. Defendants may
27 not take any action to interfere with or to impede the Monitoring Trustee's accomplishment of its
28 responsibilities.

1 H. The Monitoring Trustee will file a report within fourteen (14) calendar days following
 2 the completion of the Divestiture, setting forth Defendants' efforts to comply with this Final
 3 Judgment. To this extent this report contains information that the Monitoring Trustee deems
 4 confidential, the report may not be filed in the public docket of the Court. If the Divestiture is not
 5 accomplished pursuant to Section IV of this Final Judgment, the Monitoring Trustee will report
 6 such in its report. Every thirty (30) calendar days thereafter, the Monitoring Trustee will file a
 7 further report setting forth Defendants' ongoing efforts to comply with this Final Judgment,
 8 including but not limited to their provision of transition services assistance to the Divestiture
 9 Purchasers.

10 I. If California determines that the Monitoring Trustee has ceased to act or failed to act
 11 diligently or in a reasonably cost-effective manner, it may recommend the Court appoint a
 12 substitute Monitoring Trustee.

13 J. The Monitoring Trustee's obligations shall terminate once (1) all transition services
 14 assistance, as provided by the form of agreement attached hereto as Exhibit A are complete; and
 15 (2) the Divestiture Purchasers have received all necessary regulatory approvals and/or permits to
 16 operate Rocky Point Care Center.

17 18 **IX. COMPLIANCE INSPECTION**

19 A. For the purposes of determining or securing compliance with this Final Judgment, or
 20 of determining whether the Final Judgment should be modified or vacated, and subject to any
 21 legally recognized privilege, from time-to-time authorized representatives of California, including
 22 agents and consultants retained by California, must, upon written request and on reasonable
 23 notice to Defendants, be permitted:

24 (1) access during Defendants' office hours to inspect and copy or, at the option of
 25 the California, to require Defendants to provide electronic copies of all books,
 26 ledgers, accounts, records, data, and documents in the possession, custody, or
 27 control of Defendants relating to any matters contained in this Final Judgment; and
 28

1 (2) to interview, either informally or on the record, Defendants' officers, employees,
2 or agents, who may have their individual counsel present, regarding such matters.
3 The interviews are subject to the reasonable convenience of the interviewee and
4 without restraint or interference by Defendants.

5 B. Upon the written request, Defendants must submit written reports or responses to
6 written interrogatories, under oath if requested, relating to any of the matters contained in this
7 Final Judgment as may be requested.

8 C. No information or documents obtained by the means provided in this Section may be
9 divulged by California to any person other than an authorized representative of the California
10 Attorney General's Office, except in the course of legal proceedings to which California is a party
11 (including grand jury proceedings), for the purpose of securing compliance with this Final
12 Judgment, or as otherwise required by law.

13 14 **X. NO REACQUISITION OR RECOMBINATION OF ROCKY POINT CARE CENTER**

15 Providence may not reacquire any part of Rocky Point Care Center for ten (10) years
16 following the entry of this Final Judgment, except with the prior approval of the California
17 Attorney General's Office. If, following the expiration of this term, Providence does seek to
18 reacquire any part of Rocky Point Care Center, this Final Judgment shall not waive or otherwise
19 affect the enforcement of state or federal antitrust law, including the Cartwright and Clayton Acts,
20 and the Unfair Competition Law, against such an acquisition.

21 22 **XI. NOTICE OF FUTURE ACQUISITIONS**

23 For a period of ten (10) years following the entry of this Final Judgment, Providence must
24 notify California of any merger, acquisition, or other transaction it participates in that both (1)
25 involves any skilled nursing facility in California, and (2) for which it must notify the federal
26 Department of Justice Antitrust Division and Federal Trade Commission under the Hart-Scott-
27 Rodino Antitrust Improvements Act (15 U.S.C. §§ 18a *et. seq.*). For purposes of this section, a
28

1 skilled nursing facility constitutes a facility covered by Cal. Code Regs., tit. 22, § 72103. For
 2 purposes of this section shall include, but will not be limited to, transactions that (1) involve a
 3 change in the ownership of the person or entity which holds the property rights for a building in
 4 which a skilled nursing facility operates; or (2) involve a change in the ownership of a company
 5 which manages the operations of a skilled nursing facility. Providence may comply with this
 6 section by providing California with the same notice that it provides the federal Department of
 7 Justice Antitrust Division and Federal Trade Commission under the Hart-Scott-Rodino Antitrust
 8 Improvements Act, at the same time that it provides such notice to the federal authorities.

10 **XII. TERM**

11 Unless extended by the Court (either on its own accord or after application by California),
 12 this Final Judgment shall expire ten (10) years after its entry.

14 **XIII. NOTICE**

15 Any notices required under this Final Judgment shall be sent via U.S. Mail and electronic
 16 mail to:

17 **For Plaintiff:**

18 Emilio Varanini
 19 Supervising Deputy Attorney General
 20 Justin J. Lowe
 21 David Houska
 22 Deputy Attorneys General
 23 California Department of Justice
 24 Healthcare Rights and Access Section
 25 California Department of Justice
 26 455 Golden Gate Avenue, Suite 11000
 27 San Francisco, CA 94102-7004
 28 Emilio.varanini@doj.ca.gov
Justin.lowe@doj.ca.gov
David.houska@doj.ca.gov

25 **For Defendants:**

26 John Mitchell
 27 Vice President, General Counsel
 28 Providence Administrative Consulting Services, Inc.
 140 N Union Ave, Suite 320
 Farmington UT 84025
john.mitchell@pacshc.com

Attn: Brian Byrne and Kenneth S. Reinker
 Cleary Gottlieb Steen & Hamilton LLP
 2112 Pennsylvania Avenue, NW
 Washington, DC 20037
bbyrne@cgsh.com
kreinker@cgsh.com
 David Smolen
 GI Partners
 188 The Embarcadero Suite 700
 San Francisco, CA 94105
David.smolen@gipartners.com

Attn: Marin Boney and Stephanie Greco
 Kirkland & Ellis LLP
 1301 Pennsylvania Ave. NW
 Washington DC 20004
stephanie.greco@kirkland.com
marin.boney@kirkland.com

For the Monitoring Trustee:

Bethany Hengsbach
 Managing Director, Global Corporate Compliance
 Jesse Caplan
 Managing Director, Corporate Oversight
 Affiliated Monitors, Inc.
 P.O. Box 961791
 Boston, MA 02196
bhengsbach@affiliatedmonitors.com

XIV. RETENTION OF JURISDICTION

The Court retains jurisdiction to enable any party to this Final Judgment to apply to the Court at any time for further orders and directions as may be necessary or appropriate to carry out or construe this Final Judgment, to modify any of its provisions, to enforce compliance, and to punish violations of its provisions.

XV. ENFORCEMENT OF FINAL JUDGMENT

A. California retains and reserves all rights to enforce the provisions of this Final Judgment, including the right to seek an order of contempt from the Court. Defendants agree that in any civil contempt action, any motion to show cause, or any similar action brought by California regarding an alleged violation of this Final Judgment, California may establish a

1 violation of the decree and the appropriateness of any remedy therefor by a preponderance of the
2 evidence, and Defendants waive any argument that a different standard of proof should apply.

3 B. The Final Judgment should be interpreted to give full effect to the procompetitive
4 purposes of state and federal antitrust laws, including the Cartwright and Clayton Acts, and to
5 restore all competition harmed by the challenged conduct. Defendants agree that they may be
6 held in contempt of, and that the Court may enforce, any provision of this Final Judgment that, as
7 interpreted by the Court in light of these procompetitive principles and applying ordinary tools of
8 interpretation, is stated specifically and in reasonable detail, whether or not it is clear and
9 unambiguous on its face. In any such interpretation, the terms of this Final Judgment should not
10 be construed against either party as the drafter.

11 C. California has entered into this Final Judgment in reliance on the representations of
12 the Defendants and their counsel regarding the matters set forth in the Complaint and this Final
13 Judgment. Defendants represent that neither they nor their counsel have made any
14 representations to California relating to the subject matter of this Final Judgment and Complaint
15 that are materially inaccurate, false or misleading. If California subsequently discovers that any
16 representations by Defendants or their counsel are materially inaccurate, false or misleading, or
17 that Defendants or their counsel have failed to disclose any material fact relevant to the subject
18 matter of this Final Judgment and Complaint, California reserves any and all rights to seek
19 appropriate relief from the Court, including a modification or rescission of this Final Judgment.
20

21 **XVI. PUBLIC INTEREST DETERMINATION**

22 The Court finds that entry of this Final Judgment is in the public interest.

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1 APPROVED AS TO FORM:

2
3 Dated: September 20, 2021
4



Brian Byrne (SBN 181362)
Cleary Gottlieb Steen & Hamilton LLP
2112 Pennsylvania Ave., NW
Washington, DC 20037
(202) 974-1500 (Phone)
(202) 974-1999 (Facsimile)
bbyrne@cgsh.com
Attorneys for Providence Group, Inc.

10
11 Dated: September 20, 2021
12

Rachael A. Rezabek (SBN 298711)
Kirkland & Ellis LLP
1601 Elm Street
Dallas, TX 75201
United States
rachael.rezabek@kirkland.com
*Attorneys for Bay Bridge Capital Partners
LLC, GI Plum Fund B Blocker LLC, GI
Plum Fund B AIV LP, GI GP IV L.P., GI
Plum Holdings LLC, New Sisu Holdco LLC,
and GI Partners Acquisitions LLC*

1 APPROVED AS TO FORM:

2
3 Dated: September __, 2021
4
5

6 Brian Byrne (SBN 181362)
7 Cleary Gottlieb Steen & Hamilton LLP
8 2112 Pennsylvania Ave., NW
9 Washington, DC 20037
10 (202) 974-1500 (Phone)
11 (202) 974-1999 (Facsimile)
12 bbyrne@cgsh.com
13 *Attorneys for Providence Group, Inc.*


14 Dated: September 20, 2021
15
16

17 
18 Rachael A. Rezabek (SBN 298711)
19 Kirkland & Ellis LLP
20 1601 Elm Street
21 Dallas, TX 75201
22 United States
23 rachael.rezabek@kirkland.com
24 *Attorneys for Bay Bridge Capital Partners*
25 *LLC, GI Plum Fund B Blocker LLC, GI*
26 *Plum Fund B AIV LP, GI GP IV L.P., GI*
27 *Plum Holdings LLC, New Sisu Holdco LLC,*
28 *and GI Partners Acquisitions LLC*

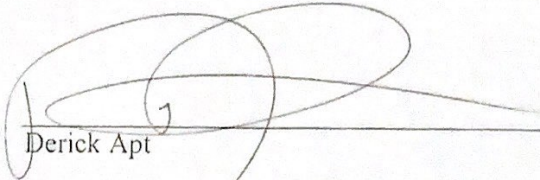
1 SIGNATURES OF THE PARTIES:

2 Dated: September 20, 2021

3 ROB BONTA
4 Attorney General of California
5 EMILIO VARANINI
6 Supervising Deputy Attorney General

7 
8 JUSTIN J. LOWE
9 David Houska
10 Deputy Attorneys General
11 Attorneys for Plaintiff

12 Dated: September __, 2021

13 
14 Derick Apt

15 Assistant Treasurer
16 Providence Group, Inc.

17 Assistant Treasurer
18 Suitable Acquisition Company, LLC

19 Dated: September __, 2021

20
21 Paul Hubbard

22 Manager
23 Bay Bridge Capital Partners LLC

24 Authorized Signature
25 New Sisu Holdco, LLC
26
27
28

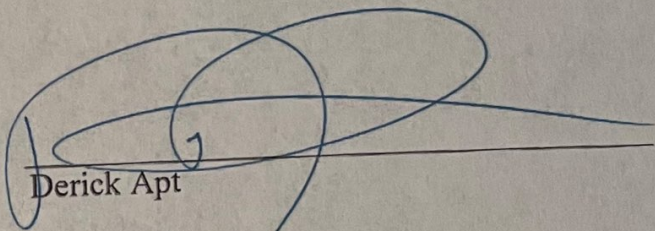
1 **SIGNATURES OF THE PARTIES:**

2 Dated: September 20, 2021

3 ROB BONTA
4 Attorney General of California
5 EMILIO VARANINI
6 Supervising Deputy Attorney General

7 JUSTIN J. LOWE
8 David Houska
9 Deputy Attorneys General
10 *Attorneys for Plaintiff*

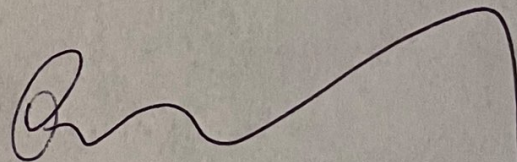
11 Dated: September 20, 2021

12 
13 Derick Apt

14 Assistant Treasurer
15 Providence Group, Inc.

16 Assistant Treasurer
17 Suitable Acquisition Company, LLC

18 Dated: September 20, 2021

19 
20 Paul Hubbard

21 Manager
22 Bay Bridge Capital Partners LLC

23 Authorized Signature
24 New Sisu Holdco, LLC

1 Dated: September 20, 2021



David Smolen

General Counsel
GI Plum Fund B Blocker LLC

General Counsel
GI Plum Fund B AIV LP

General Counsel
GI Plum Holdings LLC

General Counsel
GI GP IV L.P.

General Counsel
GI Partners Acquisitions LLC

13 **FILER'S ATTESTATION PURSUANT TO CIVIL LOCAL RULE 5-1**

14 Pursuant to Civil Local Rule 5-1(i)(3), I, Justin Lowe, attest that concurrence in the filing
15 of this document has been obtained from all other signatories. Executed on September 20, 2021
16 in Menlo Park, California.

17 /s/ Justin Lowe

18
19 **IT IS SO ORDERED.**

20 Dated: September __, 2021

21 UNITED STATES DISTRICT COURT JUDGE