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Superior Court of California  
County of Alameda  
03/14/2024  
Clerk of the Court  
By: *[Signature]* Deputy  
Tumonano

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The People of the State of California

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF ALAMEDA

PEOPLE OF THE STATE OF CALIFORNIA,  
Plaintiff,  
vs.  
MARINER HEALTH CARE INC., a Delaware  
corporation; *et. al.*  
Defendants.

Case No.: RG21095881

**STIPULATED FINAL JUDGMENT**

1 Based upon the stipulation of the Parties the COURT HEREBY ENTERS JUDGMENT AS  
2 FOLLOWS:

3 1. Plaintiff, the PEOPLE OF THE STATE OF CALIFORNIA (hereinafter, “the People”  
4 or “Plaintiffs”), appear herein through their attorneys, Rob Bonta, Attorney General of California,  
5 Jennifer Euler, Chief Assistant Attorney General, Joel Samuels, Supervising Deputy Attorney  
6 General, Jennifer Turner, Deputy Attorney General, Edward P. Wolfe, Deputy Attorney General;  
7 Jeffrey S. Rosell, District Attorney for the County of Santa Cruz, by Assistant District Attorney  
8 Douglas B. Allen; Pamela Y. Price, District Attorney of Alameda County, by Carlos J.E. Guzmán,  
9 Deputy District Attorney; George Gascon, District Attorney of Los Angeles County, by Lesley  
10 Klein, Deputy District Attorney, and Kenneth Meyer, Deputy District Attorney, Lori E. Frugoli,  
11 District Attorney of Marin County, by Andres Perez, Deputy District Attorney.

12 2. Defendants, identified below, appear herein through their attorneys, Hooper, Lundy &  
13 Bookman, P.C., by Scott Kiepen, Esq., and Matthew Clark Esq.

14 3. Plaintiff and Defendants (the “Parties”) have stipulated that this *Stipulated Final*  
15 *Judgment* (herein the “Final Judgment” or “Stipulated Final Judgment”) may be entered without  
16 trial or further adjudication in settlement of disputed claims between them as alleged in the  
17 Complaint.

18 **Accordingly, IT IS HEREBY ORDERED, ADJUDGED, and DECREED AS**  
19 **FOLLOWS:**

20 **PARTIES**

21 4. The People of the State of California (hereinafter the “People” or “Plaintiff”) are the  
22 Plaintiff in this case.

23 5. The Defendants are MARINER HEALTH CENTRAL INC., GC OPERATING  
24 COMPANY LLC, GC HOLDING COMPANY 2, LLC, GC HOLDING COMPANY 3, LLC,  
25 GRANCARE, LLC, ALMADEN OPERATING COMPANY LP, AUTUMN HILLS  
26 OPERATING COMPANY LP, CREEKSIDE OPERATING COMPANY LP, DRIFTWOOD  
27 HAYWARD OPERATING COMPANY LP, DRIFTWOOD SANTA CRUZ OPERATING  
28 COMPANY LP, FREMONT HEALTHCARE OPERATING COMPANY LP, FRUITVALE



1 to be jointly administered. On October 25, 2022, venue of the jointly administered cases along with  
2 related adversary proceedings were transferred to the Northern District Bankruptcy Court of  
3 California, Oakland Division, Case number, 22-41079 WJL. Also transferred was the adversary  
4 proceeding entitled MARINER HEALTH CENTRAL, INC., PARKVIEW HOLDING  
5 COMPANY GP, LLC AND PARKVIEW OPERATING COMPANY, LP, vs. THE PEOPLE OF  
6 THE STATE OF CALIFORNIA, Adversary Proceeding No. 22-04052. The Debtors are seeking  
7 approval of a plan of reorganization which will resolve the jointly administered bankruptcy cases  
8 and adversary proceedings (“Bankruptcy Plan”). The proposed Bankruptcy Plan is to utilize the  
9 monetary resources of non-debtor affiliates of the Debtors, which will include the Defendants. In  
10 order to accommodate the Bankruptcy Plan, this Court will by this stipulated judgment stay portions  
11 of the monetary awards herein in order to support the successful completion of the Bankruptcy Plan  
12 of reorganization in the above referenced bankruptcy cases as described more fully below.  
13 “Successful Completion” means the fulfillment of all obligations of the Bankruptcy Plan as  
14 approved by the United States Bankruptcy Court in Case number, 22-41079 WJL, including but  
15 not limited to, payment of all sums to personal injury claimants against Defendants and any of them  
16 as required by the Bankruptcy Plan, and payment of sums due to the Plaintiffs herein as required  
17 by this Stipulated Judgment through the Bankruptcy Plan. The stay provisions require that the  
18 Bankruptcy estate be fully administered in a Chapter 11 reorganization and a final decree closing  
19 the case has been entered. Any failure by Defendants to achieve the Successful Completion of their  
20 Bankruptcy Plan as described herein will automatically lift any stay on monetary awards to  
21 Plaintiffs under this Final Judgment as described more fully below.

### 22 INJUNCTION

23 9. Pursuant to Business and Professions Code sections 17203 and 17535, Defendants and  
24 all Enjoined Parties are hereby enjoined and precluded from failing to comply with Federal or  
25 California laws and regulations, applicable to Skilled Nursing Facilities in California for a period  
26 of five years unless otherwise extended by this Court or as set forth in subparagraph “E” below,  
27 including but not limited to any of the following:  
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1 A. Improperly discharging a resident in violation of Federal or California laws and  
2 regulations, including but not limited to the following:

3 i. Failing to engage in proper discharge planning, including but not limited  
4 to, discharging or transferring a resident without providing to the resident or the resident's  
5 representative the preparation and orientation required under 42 U.S.C. section 1395(c), 42  
6 U.S.C. section 1396r(c), and 42 C.F.R. section 483.15(c), to ensure safe and orderly transfer or  
7 discharge;

8 ii. Causing the discharge of a resident without first properly developing and  
9 implementing a discharge plan, in violation of 42 C.F.R. section 483.21;

10 iii. Failing to properly document discharges by failure to document and  
11 maintain medical records for residents required upon discharge or transfer, including the discharge  
12 summary, in violation of 42 C.F.R. section 483.15(c) and section 483.21(c);

13 iv. Failing to document in the resident's medical file that a transfer or discharge  
14 is appropriate under 22 C.C.R. section 72527 and 42 C.F.R. section 483.15(c);

15 v. Discharging or transferring a resident without giving the resident or  
16 resident's representative timely prior written notice in a language and manner they understand,  
17 including but not limited to, violating of 42 U.S.C. section 1395i-3(c), 42 U.S.C. section 1396r(c),  
18 and 42 C.F.R. section 483.15(c), 483.10(g); and 22 C.C.R. section 72520(a);

19 vi. Discharging or transferring a resident without sending a copy of the written  
20 notice of transfer or discharge to the local Long-Term Care Ombudsman within the time required  
21 by Cal. Health and Safety Code section 1439.6 and 42 C.F.R. section 483.15(c);

22 vii. Providing written notice to the resident and the resident's representative  
23 **for all transfers or discharges;**

24 viii. Except as specified in paragraphs (c)(4)(ii) and (8) of 42 CFR section  
25 483.15, the notice of transfer or discharge for **all discharges** must be in writing in a form in  
26 compliance with 42 CFR section 483.15(c)(5), and made by the facility at least 30 days before the  
27 resident is transferred or discharged, with a contemporaneous copy of the notice to the local  
28

1 Long-Term Care Ombudsman within the time required by Cal. Health and Safety Code section  
2 1439.6 and 42 C.F.R. section 483.15(c)(3)(i); and

3 ix. During the Monitoring Period (defined in paragraph 10 below), further  
4 providing a copy of the notice of transfer or discharge to the Monitor (also defined in paragraph  
5 10, below), by email or facsimile transmission as directed by the Monitor at the same time as the  
6 notice to the Ombudsman.

7 B. As defined by and in violation of California Business and Professions Code  
8 section 17500, or in any other fashion, making, causing to be submitted, made, published or  
9 republished any materially false, inflated or misleading information to the Centers for Medicare  
10 and Medicaid Services (CMS) for the purposes of influencing the Five-Star Quality Rating System  
11 calculations or for any other fraudulent purpose.

12 C. Failing to report incidents of suspected abuse and neglect as required by Cal  
13 Welfare & Institutions Code § 15630, and similar or related statutes and regulations, and copy all  
14 written reports and confirmations to the Compliance Monitor during the “Monitoring Period” as  
15 defined below, contemporaneous with the report or written confirmation.

16 D. Failing to provide adequate staffing as required by Health & Safety Code  
17 §1599.1(a); 22 C.C.R. section 72501(e), and to comply, at all times, with all applicable state and  
18 federal regulatory and statutory requirements regarding the levels at which a skilled nursing facility  
19 must provide staffing, including but not limited to, California Health & Safety Code sections 1599.1  
20 and 1276.65; 22 C.C.R. sections 72329, 72329.2, 72501(e) and (g) and 22 C.C.R. section  
21 72527(a)(24); 42 C.F.R. section 483.35; and 42 U.S.C. section 1396r(b)(2), and as required by 42  
22 C.F.R. section 483.70(f).

23 E. This injunction shall last for a period of five years following this Court’s  
24 acceptance of this judgment or terminate upon Successful Completion of the Bankruptcy Plan,  
25 whichever is later.

26 **MONITORING COMPLIANCE**

27 10. On January 6<sup>th</sup>, 2023, this Court entered a Preliminary Injunction and appointed a  
28 Monitor to determine and report on compliance with the Preliminary Injunction (a copy of which

1 is attached hereto as Exhibit “A”). On August 25, 2023, this Court Modified the Preliminary  
2 Injunction (the “First Modified Preliminary Injunction” is attached hereto as Exhibit “B”). The  
3 Compliance Monitor appointed for the Preliminary Injunction, David Farrell and his team, is hereby  
4 appointed to monitor compliance with this final injunction with the same powers and authority as  
5 set forth in the Preliminary Injunction and First Modified Preliminary Injunction and as expanded  
6 and modified herein. Specifically, the scope of monitoring is hereby expanded to include the  
7 monitoring of all aspects of the injunctive terms of this Stipulated Judgment and is applicable to all  
8 facilities and Skilled Nursing Operations and related activities of all Defendants.

9           11. The Compliance Monitor shall continue monitoring for a period of three years  
10 following the court’s acceptance of this judgment or terminate upon Successful Completion of the  
11 Bankruptcy Plan, whichever is later. This Court may for good cause shown continue the compliance  
12 monitoring beyond the three years or limit the monitoring and/or impose other remedies as  
13 authorized by law to ensure compliance with the injunction herein. Accordingly, the duration of  
14 the monitoring shall be for no less than three years, including payment to the Plaintiffs of costs as  
15 required below and under the Plan, unless extended or modified by this Court (“Monitoring  
16 Period”).

17           12. The Monitor shall continue to have access to all records of Defendants’ California  
18 Nursing Facilities including, but not limited to, *Matrix*®, *Kronos*® or other *cloud-based* or  
19 electronic records and Defendants shall continue to provide passwords and other required  
20 credentials to enable ongoing remote access to staffing and patient records, including, but not  
21 limited to patient/resident charts, medical records, trust account records and records reflecting cost  
22 sharing. The monitor shall also have access to records related to staffing, including, but not limited  
23 to, Key Factor Reports, Labor Management Reports, access to any electronic data management  
24 system which houses real-time or historical staffing data, and the general ledger of the operating  
25 companies and related entities, including but not limited to GranCare Holding Company LLC, GC  
26 Operating Company LLC, GC Holding Company 2 LLC, GC Holding Company 3, LLC, MHC  
27 Holding Company, MHC West Holding Company, Bio-Pacific LLC, MHC Recruiting Company,  
28 Mariner Insurance Company, Mariner Health Care Inc., National Senior Care Inc., Mariner Health

1 Care Management Company and Mariner Health Central Inc., which fund or pay for staffing.  
2 Defendants shall provide reasonable access to the facilities, residents, and residents'  
3 representatives. The Monitor shall be copied on all reports and notices as required herein and as  
4 required to be submitted to any public agency or non-profit by law or regulation regarding the  
5 conduct of skilled nursing activities in California that in the Monitor's discretion are reasonably  
6 necessary to determine compliance with the terms of this Stipulated Judgment. The Monitor shall  
7 be provided access to facilities on an unannounced basis to engage in impromptu checks to ensure  
8 ongoing compliance with the injunctive terms herein and reduce the need and expense of ongoing  
9 supervision.

10 13. The Monitor shall continue to maintain confidentiality of records covered by the  
11 Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), California medical  
12 privacy laws, and third-party privacy rights, such as employee records and non-public financial  
13 records, disclosing them only to Monitor's staff, facility staff, counsel for both parties and their  
14 employees, agents and experts, who shall also maintain such confidentiality.

15 14. The Monitor and the Monitor's staff shall continue to document their activities on  
16 an hourly basis and prepare invoices that segregate costs according to each respective facility of  
17 Defendants commensurate with the time allocated to perform duties for the respective skilled  
18 nursing facilities ("Monitor Fees and Costs"). Any dispute regarding Monitor Fees and Costs shall  
19 be resolved by this Court through procedures as set forth in the Preliminary Injunction and First  
20 Modified Preliminary Injunction.

21 15. On an annual basis the parties shall meet and confer regarding the scope of the  
22 monitoring, the financial burden thereof, facility staffing, and the financial resources devoted to  
23 meeting required staffing, and other operational and financial issues related to compliance with this  
24 Stipulated Judgment in this action and the Reorganization Plan in case number Case No. 22-41079  
25 WJL.

26 X

27 X

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1 **MONETARY RELIEF**

2 16. Subject to the provisions below including without limitation Paragraph 18(C),  
3 Penalties are hereby awarded to Plaintiff against all Defendants jointly and severally in the amount  
4 of fifteen million five hundred thousand dollars (\$15,500,000).

5 17. Costs are awarded to Plaintiff against all Defendants jointly and severally in the  
6 amount of two million two hundred and fifty thousand dollars (\$2,250,000.00) as reimbursement  
7 for the costs of investigation of this case.

8 **STAY OF MONETARY RELIEF**

9 18. Payment of the Costs and Penalties awarded herein shall be stayed pending  
10 confirmation or rejection of the Bankruptcy Plan in Case number, 22-41079 WJL. Upon the  
11 Effective Date of the Bankruptcy Plan by order of the Bankruptcy Court, the stay by this Court  
12 shall be lifted as to Costs in their entirety which amounts shall be paid pursuant to the Bankruptcy  
13 Plan. The stay by this Court shall continue to indefinitely apply to the Penalties unless lifted as  
14 follows:

15 A. Should the Bankruptcy Plan not be confirmed by the Court in Case number,  
16 22-41079 WJL, and instead be converted to a Chapter 7, or a Chapter 11 Trustee be appointed,  
17 then the stay shall be lifted as to the \$15,500,000 in Penalties and \$2,500,000 in Costs as to the  
18 Debtors only;

19 B. Should the Bankruptcy Plan be confirmed, but not result in Successful  
20 Completion, or post confirmation should the Case number, 22-41079 WJL be dismissed or  
21 converted to a Chapter 7 bankruptcy, or should the Bankruptcy Plan be modified to not pay the  
22 personal injury plaintiffs or to become a liquidating plan, or should a Trustee be appointed, or for  
23 any other reason the Chapter 11 Plan not result in Successful Completion, the stay on both  
24 Penalties and Costs is automatically lifted in its entirety.

25 C. Should there be a failure to pay the Monitor Fees and Costs or should there be  
26 a material violation of the injunctive terms herein, as determined by this Court, in addition to all  
27 other available remedies for such violation, the stay of the remaining Penalties shall be lifted as to  
28 an amount within the discretion of this Court.

1 D. If the stay is lifted in part or in whole as determined by this Court as a result of  
2 a failure to pay the Monitor Fees and Costs or a material violation of the injunctive terms herein  
3 the Judgment for lifted Penalties as determined by this Court will be applicable against: (1) all  
4 Defendants which proximately caused the violation or failure, jointly and severally, and (2) unless  
5 funds are used for payment of ordinary course operating expenses, Penalties as determined by this  
6 Court will be applicable against any other entity, including, but not limited to GC Operating  
7 Company LLC, GC Holding Company 2 LLC, GC Holding Company 3, LLC, GranCare, LLC,  
8 and Mariner Health Central Inc., that has possession of the operating proceeds of the responsible  
9 companies, has possession of the loan facilities secured by the assets of the responsible  
10 companies, or has received any funds of the responsible companies. If there is a dispute as to  
11 what constitutes an ordinary course expense, the Parties shall meet and confer regarding such  
12 issue and if no agreement is reached shall raise such issue with the Court.

13 19. Should the Bankruptcy Plan result in Successful Completion including the payment  
14 of the Costs and Penalties awarded herein, and the Monitoring Period completed, including any  
15 extensions by this Court, and the stay having not been lifted otherwise as to the remaining amount  
16 of the stayed Penalties, then the Penalties awarded herein which have remained stayed, shall be  
17 permanently stayed.

18 20. The accumulation of statutory interest upon the award of Costs and Penalties shall  
19 not commence until the stay is lifted as to the respective sums pursuant to this judgment and as  
20 carried out by the Bankruptcy Plan. Statutory interest shall begin to accumulate on the entire  
21 amount of Costs awarded herein upon the triggering of the obligation by Defendants for the  
22 commencement of payments under the Plan toward the award of Costs and unstayed Penalties  
23 herein.

24 21. Payment of Costs and Penalties pursuant to this Judgment shall be paid to the Office  
25 of the California Attorney General, care of Supervising Deputy Attorney General Joel Samuels and  
26 shall be divided between the Department of Justice of the State of California and the other  
27 Prosecuting Agencies according to their own accounting and agreed distribution. Payment shall be  
28 made by cashier's check, wire transfer or other certified funds payable to the Attorney General,

1 Division of Medical Fraud and Elder Abuse, care of Supervising Deputy Attorney General, Joel  
2 Samuels. It shall be the responsibility of the Office of the Attorney General, Division of Medical  
3 Fraud and Elder Abuse to reimburse the Department of Justice of the State of California and other  
4 participating Prosecuting Agencies for their respective share in the penalties and costs award.

5 22. Should any entity responsible for payment of Penalties or Costs hereunder, except  
6 those under the current jurisdiction of Northern District Bankruptcy Court of California, Oakland  
7 Division, Case number, 22-41079 WJL, file for bankruptcy or make an assignment for the benefit  
8 of creditors to avoid collection of any Penalties assessed by this Court pursuant to Paragraph 18(C),  
9 or should any RELATED PARTY<sup>1</sup> to Defendants upon being served with process to collect  
10 unstayed Penalties or Costs hereunder seek to avoid personal jurisdiction of this Court, then the  
11 entire stay shall be automatically lifted as to all sums awarded hereunder including all Penalties  
12 and Costs.

13 **PROTECTIVE ORDER PENDING PAYMENT OF UNSTAYED PENALTIES**

14 **AND COSTS**

15 23. During the time in which the Defendants are under the Injunctive and Monitoring  
16 Terms of this Judgment and Costs and Penalties are not paid hereunder, and until all remaining  
17 penalties are permanently stayed, transfers and expenditures by the Defendants to any RELATED  
18 PARTY shall be reported to the People if out of the ordinary course of business or in excess of

19 \_\_\_\_\_  
20 <sup>1</sup> “RELATED PARTY” is defined as that term is defined by the Center for Medicare and  
21 Medicaid Services (“CMS”) Cost Reports Manual, the term “RELATED PARTY” or  
22 “RELATED PARTIES” shall mean the same definition as set forth in Section 4020.3.1. of the  
23 Office of Statewide Health, Planning, and Development “Accounting and Reporting Manual for  
24 California Long-Term Care Facilities” manual. As defined therein, the term “RELATED  
25 PARTY” means “an organization that is related to the FACILITY, as defined in 42 C.F.R.  
26 Section 413.17(b), and means that the provider, to a significant extent, is associated or affiliated  
27 with or has control of or is controlled by the organization furnishing services, facilities, or  
28 supplies. Common ownership exists when an individual or individuals possess significant  
ownership or equity in the facility and the institution or the organization serving the facility.  
Control exists when an individual or organization has the power, directly or indirectly, to  
significantly influence or direct the actions or policies of the facility. An Affiliate is defined as a  
person, entity, or organization controlling, controlled by, or under common control with another  
person, entity, or organization, including, but not limited to parent corporation, holding  
companies, related entities, joint ventures and partnerships. Factors to be considered include:  
common ownership of 50% or more, shared board of directors; purpose; and whether an entity  
operates for the benefit of others.

1 amounts allowed under the limits set forth in the CMS Cost Reports Manual.<sup>2</sup> Upon request of the  
2 People, the Parties will meet and confer regarding these transfers or expenditures. Failure to meet  
3 and confer regarding any such transfer(s) or expenditure(s) shall be cause to lift the stay in whole  
4 or in part upon application to the Court. Should the parties not reach agreement in the meet and  
5 confer process they may apply to this Court for resolution to protect against transfers or  
6 expenditures which appear designed to impair the collection by the People of any sums due  
7 hereunder.

8 24. In addition to the financial records provided to the Monitor to the extent required  
9 above and in the preceding paragraph, Defendants and all RELATED PARTIES shall also make  
10 available and provide such financial records to the People and their forensic accountants as  
11 requested, including but not limited to, bank records, financial statements, California income tax  
12 returns, and the general ledger of any of the defendant companies and RELATED PARTIES if  
13 unpaid Penalties are due and outstanding.

14 **RETENTION OF JURISDICTION AND OTHER TERMS**

15 25. Nothing in the judgment is intended to impose a standard lower than that imposed  
16 by law, or excuse Defendants from complying with all applicable laws, regulations, and directives  
17 from regulatory agencies and shall not be deemed to relieve Defendants of the obligation to follow  
18 any applicable law, statute or regulation not referenced herein.

19 26. Any failure by any party to this Final Judgment to insist upon the strict performance  
20 by any other party of any of the provisions of this Final Judgment shall not be deemed a waiver of  
21 any of the provisions of this Final Judgment, and such party, notwithstanding such failure, shall  
22 have the right thereafter to insist upon the specific performance of any and all of the provisions of  
23 this Final Judgment.

24 27. This Stipulated Judgment does not apply to, resolve, estop, adjudicate, preclude or  
25 bar any claims for civil, criminal, or administrative liability that any person or entity, including

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26 <sup>2</sup> Such cost must not exceed the price of “comparable services, facilities, or supplies that  
27 could be purchased elsewhere...” and “are reasonable if the costs incurred are comparable with  
28 the marketplace prices for similar services, or provide for a total guaranteed cost equal to or less  
than the provider’s current cost for such department or service.” See CMS Provider  
Reimbursement Manual, Sections 2135.3, 2150.1.

1 Defendants, has or may have to the State’s Medicaid Program (Cal. Welfare & Inst. Code §§ 14000,  
2 et seq., 14200 et seq.; 42 U.S.C. Chapter 7 Subchapter XIX), including any such liability to the  
3 State’s Medicaid Program arising from “managed care entities” as defined by 42 U.S.C. § 1396u-  
4 2(a)(1)(B).

5           28. This Court retains jurisdiction over this Final Judgment and the Parties hereto for  
6 the purposes of enabling any party to this Final Judgment to apply to the Court at any time for such  
7 order or directions as may be necessary or appropriate for the construction of, or carrying out, of  
8 this Final Judgment, or for the modification, addition or termination of any of the injunctive  
9 provisions, or for good cause shown for appointment of a receiver.

10           29. The People may move this Court for additional relief for any violation, including  
11 but not limited to, contempt, additional injunctive provisions, and the appointment of a receiver.  
12 The People may file a new action for additional penalties pursuant to California Business and  
13 Professions Code §17207 or any other applicable law or remedy. Unless otherwise set forth herein,  
14 nothing in the Final Judgment shall limit any rights of the People to seek any other relief or remedies  
15 provided by law, including but not limited to liability for submission of false claims.

16           30. During the term of the injunctive terms herein, Defendants may sell one or more of  
17 their licensed facilities and in addition to compliance with all applicable State and Federal statutes  
18 and regulations regarding any such sale, Defendants will provide all available information  
19 requested by the People to ascertain the qualifications and affiliations of any prospective buyer of  
20 the entities or their assets or any portion thereof to ensure that such prospective buyer is not directly  
21 or indirectly affiliated with any of the Defendants or Enjoined Parties, or any of their direct or  
22 indirect affiliates. Upon the People being satisfied that the buyer is qualified to assume whatever  
23 duties of skilled nursing operations that are transferred, and that the buyer is not affiliated in any  
24 way with the persons or entities identified as Enjoined Parties, and upon approval by the People the  
25 injunction will terminate as to such facility. Any dispute regarding the People’s decision may be  
26 addressed to this Court for resolution.

27           31. No costs are awarded to either party in this action, except as provided above.  
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32. All parties have waived their right to appeal, and this Final Judgment shall take effect immediately upon entry hereof, and the Parties have waived notice of entry of judgment.

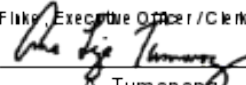
33. Documents produced by Defendants pursuant to the terms of this Stipulated Final Judgment may be designated as confidential and governed by the terms of the Protective Order entered by the Court on July 13, 2022 and shall be subject to the dispute resolution provisions as set forth therein.

Tara Desautels  
Dated: \_\_\_\_\_, 2024



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The Honorable Tara Desautels  
JUDGE OF THE SUPERIOR COURT  
**Tara Desautels / Judge**

<b>SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA</b>	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612	<b>FILED</b> Superior Court of California County of Alameda 03/18/2024
PLAINTIFF/PETITIONER: The People of the State of California et al	Chad Finke, Executive Officer / Clerk of the Court By:  Deputy
DEFENDANT/RESPONDENT: National Senior Care, INC., a Delaware Corporation et al	
<b>CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6</b>	CASE NUMBER: RG21095881

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the Stipulated (proposed) Final Judgment entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

Darryl Alan Ross  
Mariner Health Care, Inc.  
daross@marinerhealthcare.com

Scott Jason Kiepen  
Hooper Lundy & Bookman, Inc  
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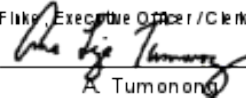
Dated: 03/18/2024

Chad Finke, Executive Officer / Clerk of the Court

By:



A. Tumonong, Deputy Clerk

<b>SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA</b>	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612	<b>FILED</b> Superior Court of California County of Alameda 03/18/2024
PLAINTIFF/PETITIONER: The People of the State of California et al	Chad Finke, Executive Officer / Clerk of the Court By:  Deputy A. Tumong
DEFENDANT/RESPONDENT: National Senior Care, INC., a Delaware Corporation et al	
<b>CERTIFICATE OF MAILING</b>	CASE NUMBER: RG21095881

I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the attached document upon each party or counsel named below by placing the document for collection and mailing so as to cause it to be deposited in the United States mail at the courthouse in Oakland, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid, in accordance with standard court practices.

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Dated: 03/18/2024

Chad Finke, Executive Officer / Clerk of the Court

By:



A. Tumong, Deputy Clerk

**CERTIFICATE OF MAILING**