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Stephen Del Sesto (as Receiver and Administrator of the St. Joseph Health Services of Rhode Island Retirement Plan) (the “Receiver”), CharterCARE Community Board (“CCCB”), St. Joseph Health Services of Rhode Island (“SJHSRI”), and Roger Williams Hospital (“RWH”) (collectively the “Heritage Hospitals”) submit this memorandum in support of their joint motion for authorization, in the discretion of the Receiver, to exercise the “put option” (“Put Option”) referred to in the Amended & Restated Limited Liability Company Agreement of Prospect Chartercare, LLC (the “LLC Agreement”) or to direct its exercise.

## HISTORY AND TRAVEL

### **I. The Put Option**

CharterCARE Community Board presently owns a minority membership interest in Prospect Chartercare, LLC.<sup>1</sup> Section 14.5 of the LLC Agreement provides:

#### 14.5 CCHP Put Option.

(a) Within 90 days following either -- (i) the fifth (5th) anniversary of the date of this Agreement,<sup>[2]</sup> or (ii) the occurrence either of the conditions set forth in Section 3.2(c) of this Agreement -- CCHP<sup>[3]</sup> shall have the option to sell to the Prospect Member, and the Prospect Member shall have the obligation to purchase, all of the Units held by CCHP in exchange for a payment in cash of a purchase price equal to the Appraised Value of the Units (as per Section 14.6 below). The Prospect Member shall give the Company and CCHP written notice or the foreclosure referenced in

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<sup>1</sup> The LLC Agreement recites that CharterCARE Community Board’s membership interest is 15%. CharterCARE Community Board alleges in in the Superior Court action CharterCARE Community Board v. Samuel Lee et al., PC-2019-3654 that, because the Prospect Entities have failed to perform certain funding obligations under the LLC Agreement, that membership interest is actually greater than 15%.

<sup>2</sup> Formerly June 20, 2019. See infra at 2.

<sup>3</sup> “CCHP” here refers to CharterCARE Community Board, which was formerly known as CharterCARE Health Partners. CharterCARE Community Board transferred the business name CharterCARE Health Partners to Prospect Chartercare, LLC in connection with the Prospect Entities’ uninterrupted continuation of the business of the hospitals that were the subject of the 2014 Asset Sale.

Section 3.2(c) as soon as practicable, but in no event later than thirty (30) days after such event has occurred. The Prospect Member's failure to give such notice shall not affect CCHP's rights granted herein.

(b) Within the 90-day period referenced in Section 14.5(a) above, CCHP shall give written notice to the Prospect Member and the Company of its election to exercise the option to sell all of its Units to the Prospect Member (the "Put Election Notice"). If CCHP fails to give a Put Election Notice within the applicable ninety (90)-day time limit, the option to sell shall lapse. The closing of the purchase and sale of CCHP's Units to the Prospect Member shall be held at a mutually acceptable place on a mutually acceptable date not more than ninety (90) days after the date on which the Put Election Notice is received by the Prospect Member; provided that such time period shall be extended if needed such that the closing occurs within forty-five (45) days following the determination of the Appraised Fair Market Equity Value of the Company pursuant to Section 14.6 below. The Prospect Member shall make payment to CCHP for the Units being purchased by delivering immediately available funds to an account designated by CCHP in the full amount of the purchase price applicable to the Units. CCHP shall transfer to the Prospect Member all of the Units being sold, free and clear of all claims, liabilities, options, pledges or other encumbrances of any kind (other than those arising under this Agreement and applicable Law).

LLC Agreement § 14.5.

## **II. The Stipulation and Order amending the time for exercising the Put Option**

Under the LLC Agreement, the Put Option was originally exercisable during a 90-day period commencing on June 20, 2019. Pursuant to the Stipulation and Consent Order<sup>4</sup> entered on April 25, 2019 in the Superior Court action CharterCARE Community Board v. Samuel Lee et al., PC-2019-3654 (the "April 25, 2019 Stipulation"), the ninety-day period for exercising the Put Option was modified to commence on September 21, 2019.

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<sup>4</sup> A copy of the Stipulation and Consent Order is attached hereto as Exhibit 1.

### III. The Settlement Agreement

The Settlement Agreement<sup>5</sup> entered into as of August 31, 2018 between and among Plaintiffs and the Heritage Hospitals (the “Settlement Agreement”), if approved by the United States District Court, would transfer CharterCARE Community Board’s membership interest in Prospect Chartercare, LLC to the Receiver for the benefit of the Retirement Plan. Presently, CCCB holds the membership interest in trust for the Receiver.

The Settlement Agreement also provides in relevant part:

In the event that the Settling Parties are still seeking the Order Granting Final Settlement Approval<sup>6</sup> on June 20, 2019, the Settling Defendants agree to exercise the Put Option upon the request of the Receiver and at such time as the Receiver may select, provided the Settling Defendants shall have no such obligation if the Receiver makes the request after the Court<sup>7</sup> has refused to grant final settlement approval.

Settlement Agreement ¶ 20. This provision was included in the Settlement Agreement because of the possibility that final settlement approval may not yet have been obtained when the Put Option became exercisable, and even when the period for the exercise of the Put Option had expired. In that circumstance, CCCB would be holding its interest in Prospect Chartercare in trust for the Receiver, but the Receiver would not yet have legal title, such that only CCCB could exercise the Put Option. The Plaintiffs in the federal

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<sup>5</sup> The Settlement Agreement was filed in this Receivership action on September 4, 2018 as an exhibit to Receiver’s Petition for Settlement Instructions, and was approved by this Court on November 16, 2018.

<sup>6</sup> Defined as the U.S. District Court “order approving the Settlement 1) as fair, reasonable, and adequate, 2) as a good faith settlement under R.I. Gen. Laws § 23-17.14-35, 3) awarding attorneys’ fees to Plaintiffs’ Counsel, and 4) such other and further relief as the [U.S. District] Court may direct.” See Settlement Agreement ¶ 1(x).

<sup>7</sup> Defined as the United States District Court for the District of Rhode Island. See Settlement Agreement ¶ 1(i).

court action believed that this provision was necessary to enable the Receiver to protect and maximize the value of the Receiver's equitable interest during this interim period.

The Prospect Entities filed objections to the Petition for Settlement Instructions with this Court—which this Court overruled<sup>8</sup> on standing, ripeness, and party-in-interest grounds—but which the Prospect Entities have subsequently raised again in opposition to approval of the Settlement Agreement by the U.S. District Court. These objections are meritless for the reasons previously briefed by the Receiver in this action and by the Plaintiffs in the U.S. District Court action. In any event, the exercise of the Put Option (if undertaken) would moot those objections.<sup>9</sup>

#### **IV. The November 16, 2018 Order**

On November 16, 2018, this Court entered an Order granting the Receiver's Petition for Settlement Instructions as follows:

The Petition for Settlement Instructions is granted, and the PSA [Proposed Settlement Agreement] may be filed with the Federal Court at an appropriate time for approval. The PSA is approved for purposes of this proceeding, subject to the following two conditions: (1) the Receiver refrains from exercising any rights under the PSA prior to the federal court's determination of whether to approve the PSA; and (2) prior to implementing, or directing that CCCB implement, any rights, whatsoever, in favor of the Receiver (or the Plan) derivative of CCCB's rights in CCF [CharterCARE Foundation] or PCC [Prospect Chartercare, LLC], the Receiver must provide all parties, including but not limited to the Objectors, with twenty (20) days written notice. All prior Orders remain in full force and effect.

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<sup>8</sup> See St. Joseph Health Services of Rhode Island, Inc. v St. Josephs Health Services of Rhode Island Retirement Plan, No. PC-2017-3856, 2018 WL 5792151, at \*8-9 (R.I. Super. Oct. 29, 2018).

<sup>9</sup> For example, the exercise of the Put Option and concomitant conversion of the minority membership interest into cash would moot the Prospect Entities' baseless argument that the transfer of that membership interest to the Receiver violates the LLC Agreement.

November 16, 2018 Order.

**V. The pending motion for final approval of the Settlement Agreement by the U.S. District Court**

On November 21, 2018 the Plaintiffs and the Heritage Hospitals filed a Joint Motion for Settlement Class Certification, Appointment of Class Counsel, and Preliminary Settlement Approval before the U.S. District Court, which granted its preliminary approval on June 6, 2019.<sup>10</sup> A hearing regarding final approval has been set down for September 10, 2019. Final approval (if any) is still pending at this time.

**ARGUMENT**

The time for exercising the Put Option is imminent. In the event it is determined<sup>11</sup> that the Put Option should indeed be exercised, the Court's November 16, 2018 Order poses a potential obstacle to doing so. This Order is interlocutory and therefore remains "subject to revision at any time" by the Court. Super. R. Civ. P. 54(b).

Accordingly, the Plaintiffs and Heritage Hospitals seek an Order removing such obstacle by authorizing the exercise of the Put Option at such time (if any) as the Receiver may select. Otherwise, a valuable contract right may be lost or, at the very least, it might be exercised by CCCB without the direction of the Receiver, to the possible prejudice of Plaintiffs in the federal court action.

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<sup>10</sup> Del Sesto v. Prospect Chartercare, LLC, No. CV 18-328 WES, 2019 WL 2394251, at \*7 (D.R.I. June 6, 2019).

<sup>11</sup> Pursuant to the April 25, 2019 Stipulation, the Heritage Hospitals are obtaining valuation-related information from Prospect Chartercare, LLC to evaluate the value of the Put Option.

**CONCLUSION**

The Plaintiffs and Heritage Hospitals respectfully request that the Court enter an order authorizing the exercise of the Put Option at such time (if any) as the Receiver may select.

Respectfully submitted,

Plaintiffs,  
By their Attorneys,

/s/ Max Wistow

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By their Attorney,

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Dated: August 22, 2019



**CERTIFICATE OF SERVICE**

I hereby certify that, on the 22nd day of August, 2019, I filed and served the foregoing document through the electronic filing system on the following users of record:

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The document electronically filed and served is available for viewing and/or downloading from the Rhode Island Judiciary's Electronic Filing System.

/s/ Max Wistow

# Exhibit 1

STATE OF RHODE ISLAND  
PROVIDENCE, SC

SUPERIOR COURT

CHARTERCARE COMMUNITY BOARD

:  
:  
:  
:  
:  
:

v.

C.A. No.: PC-2019-3654

SAMUEL LEE, ET AL

**STIPULATION AND CONSENT ORDER**

Prospect Chartercare, LLC ("PCC"), Prospect Chartercare SJHSRI, LLC, Prospect Chartercare RWMC, LLC, Prospect Medical Holdings, Inc., Prospect East Holdings, Inc., and Prospect East Hospital Advisory Services, LLC (all collectively the "Prospect Entities"), and CharterCARE Community Board ("CCCB"), having stipulated and consented to the entry of this Order, it is hereby:

**ORDERED:**

1. On or before May 15, 2019, PCC will provide CCCB with financial information in connection with CCCB's evaluation of the "put option" as requested by CCCB in correspondence dated September 20, 2018, October 2, 2018, October 3, 2018, and November 6, 2018. Thereafter, CCCB may by email request such additional information as CCCB reasonably requires in connection with the evaluation of the "put option" under the Prospect Chartercare, LLC Agreement (the "LLC Agreement"), and PCC will provide such information within fifteen (15) days of such email(s), provided the information is available. PCC shall not be required pursuant to this Stipulation and Consent Order to produce documents that are subject to the attorney-client privilege, joint defense privilege and/or attorney work product doctrine, provided that any objections to production of documents pursuant to this Order on the basis of attorney-client privilege, joint defense privilege and/or attorney work product doctrine are noted at the time for production, and any documents withheld from production based on such objections are identified in a privilege log in accordance with the requirements of Super. R. Civ. P. 26(b)(5)&(7). If the parties disagree over whether any information that CCCB requests is relevant for the valuation process, or that claims of attorney-client privilege, joint defense privilege and/or attorney work product doctrine should be overruled and production of documents should be compelled, the parties may seek a resolution of such dispute on an expedited basis from Judge Stern.

2. CCCB shall be authorized to share information produced by PCC with Stephen Del Sesto, the Receiver for St. Joseph's Health Services of Rhode Island Retirement Plan ("the Receiver"), and each of their respective attorneys, accountants and experts solely for the purpose of evaluating the "put option" so that the Receiver may participate fully and without restriction in the valuation and exercise of the "put option". All such information that PCC designates as "PCC-CONFIDENTIAL" will remain confidential

Filed in PSC Court  
Date 4/25/19  
Carin Miley *Deputy* Clerk

pursuant to the provisions of a Protective Order (attached), and such confidentiality shall continue unless CCCB and /or the Receiver obtain a court order in this case or in the federal court litigation filed by the Receiver lifting the confidentiality restriction.

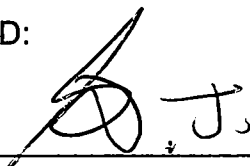
3. The parties to the LLC Agreement agree to modify the ninety (90) day period within which the put option created in Section 14.5 of the LLC Agreement can be exercised to the ninety (90) day period commencing September 21, 2019 and ending on December 20, 2019. If in the judgment of CCCB and the Receiver (or solely the Receiver if the settlement is approved by the Federal Court prior to such date) the option cannot in good faith be appraised and exercised by December 20, 2019 based on the information received, then, prior to the expiration of the period, CCCB (or solely the Receiver if the settlement is approved by the Federal Court prior to such date) reserves the right to seek a hearing on the already pending injunctive relief motion (filed on March 18, 2019) heard by the Court as soon as reasonably practical; and to ensure the exercise period does not expire while that motion is pending, the option exercise period shall be extended for an additional period extending for twenty (20) business days following the entry of an order by the Court on the request for a further extension of the option exercise period, provided, however that the extension during the pendency of the motion shall not exceed thirty (30) days from the date of the hearing on the request. The provisions of Section 14.6 of the LLC Agreement regarding the valuation process are not affected by this agreement except as expressly provided herein.

4. Except as to the motion for injunctive relief addressed above, a motion for relief from the confidentiality provision of the protective order, or a motion to enforce this Stipulation and Consent Order, the pending litigation commenced by CCCB will be stayed until twenty (20) days after any party to this agreement provides written notice to all parties withdrawing agreement to the stay or until December 20, 2019, whichever is later. Prospect Medical Holdings, Inc., Prospect East Holdings, Inc., and PCC shall be free to proceed with their motion for leave to sue CCCB in connection with the LLC Agreement, but in the event that leave is granted, the Prospect Entities agree to stay that litigation until twenty (20) days after any party to this agreement provides written notice to all parties withdrawing agreement to the stay or until December 20, 2019, whichever is later. In the event that the Court denies the stay or does not grant the stay within the period for the defendants to respond to the case, the Prospect Entities agree to dismiss the case without prejudice, all defendants agree not to object to such dismissal without prejudice, and the parties to this agreement agree that the statute of limitations with respect to any claim that in plaintiffs' judgment may be impacted by the dismissal is tolled until twenty (20) days after any party to this agreement gives written notice to all parties withdrawing agreement to the stay or until December 20, 2019, whichever is later. CCCB, Roger Williams Hospital, St. Joseph Health Services of Rhode Island, and the Receiver agree that plaintiffs will not be prejudiced as a result of such voluntary dismissal.

5. The Prospect Entities, CCCB, Roger Williams Hospital and St. Joseph Health Services of Rhode Island agree not to bring any other proceeding against each other, or any of their officers, directors, agents, or attorneys until twenty (20) days after any party to this agreement provides written notice to all parties or until December 20, 2019, whichever is later. Notwithstanding the foregoing, the parties shall be free to assert

claims against each other arising out of future conduct or events that may hereafter arise. In addition, the Prospect Entities shall (a) be free to assert any claims, cross-claims and third-party claims in the pending federal court litigation and in the pending Rhode Island state court litigation filed by the Receiver in the event that the stay of the Superior Court case is lifted and (b) upon leave of the Court in the Receivership action, be free to file and pursue administrative proceedings relating to the hospitals arising out of federal court approval of the Receiver's settlement agreement with CCCB.

ORDERED:

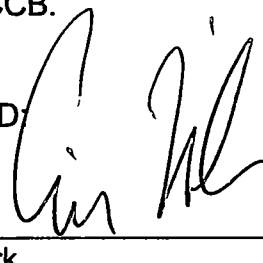


Stern, J.

Dated:

4/25/19

ENTERED:



Dep. Clerk

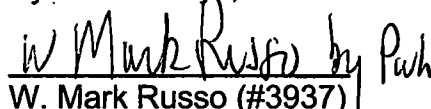
Dated:

4/25/19

Stipulated to and presented by:

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PROSPECT CHARTERCARE SJHSRI, LLC, AND  
PROSPECT CHARTERCARE RWMC, LLC,

By its Attorneys,



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PROSPECT MEDICAL HOLDINGS, INC.,  
PROSPECT EAST HOLDINGS, INC., AND  
PROSPECT EAST HOSPITAL ADVISORY SERVICES, LLC

By its Attorneys,



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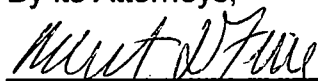
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CHARTERCARE COMMUNITY BOARD  
By its Attorneys,



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STEPHEN DEL SESTO,  
RECEIVER FOR THE ST. JOSEPH HEALTH  
SERVICES RETIREMENT PLAN

By his Attorneys,



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STATE OF RHODE ISLAND  
PROVIDENCE, SC

SUPERIOR COURT

CHARTERCARE COMMUNITY BOARD

:

:

v.

:

C.A. No.: PC-2019-3654

:

SAMUEL LEE, ET AL

:

**STIPULATED PROTECTIVE ORDER**  
**REGARDING PROSPECT CHARTERCARE LLC**

Upon agreement of Plaintiff Chartercare Community Board (“CCCB”), Defendant, Prospect Chartercare LLC. (“PCC”) and third-party Stephen Del Sesto, Receiver (“Receiver”) for the St. Joseph Health Services of Rhode Island Retirement Plan (collectively the “Parties”) for Entry of a Stipulated Protective Order regarding the production of confidential and/or proprietary information, and the Court having reviewed and considered the proposed order, and good cause appearing therefor, it is hereby:

**ORDERED:**

1. **Scope.** This Order shall apply to documents produced by PCC pursuant to a Stipulation and Consent Order between the Parties relating to PCC’s production of certain financial information in connection with CCCB’s and/or the Receiver’s evaluation of the “put option” set forth in the Amended & Restated Limited Liability Company Agreement of Prospect Chartercare, LLC (the “PCC Operating Agreement”).

2. **Non-Disclosure of Confidential Material.** Except as hereinafter provided under this Order or subsequent Court Order, no Confidential Material may be



disclosed to any person except as provided in Paragraph 4 below. "Confidential Material" means any document produced by PCC that bears the legend "PCC-CONFIDENTIAL" to signify that it contains information deemed to be confidential by the producing party. It shall not include documents that CCCB or the Receiver obtains from another source.

3. **Duty of PCC in designating Confidential Material.** Documents shall not be designated as Confidential Material unless the documents are not publicly available, or contain personal identifying information (meaning social security numbers or other information of a non-public nature) of third parties.

4. **Permissible Disclosure of Confidential Material.** Notwithstanding Paragraph 2, Confidential Material may be disclosed to (a) to CCCB; (b) to the Receiver; (c) to counsel for the Receiver and/or CCCB; (d) to the associates, secretaries, paralegal assistants and employees of such counsel to the extent reasonably necessary to render professional services; (e) to consultants, experts, or investigators retained for the purpose of assisting such counsel; to (f) persons with prior knowledge of the Confidential Material and their agents; and to (g) court officials (including, without limitation: court reporters and any special master or mediator appointed by the Court). Such Confidential Material may also be disclosed to any additional person as the Court may order. This Order shall apply to and be binding upon any individual or entity to whom Confidential Material is disclosed. Prior to sharing Confidential Material with any person in category (e) above, any party or counsel making Confidential Material available shall provide that person with a copy of this Order and explain its terms and the Court's determination that anyone viewing Confidential Material is bound by this Order. All such persons in category (d) above will

read a copy of this Order and shall execute an Acknowledgment in the form of Exhibit 1 hereto, which copy shall promptly be provided to counsel for PCC.

5. **Confidential Information subpoenaed or requested by a court, administrative or legislative body.** If Confidential Information in the possession of a party or its counsel is subpoenaed or otherwise requested by any court, administrative or legislative body, or any other person purporting to have authority to subpoena or request such information, the party receiving the subpoena shall give written notice of the subpoena or request to counsel for PCC five (5) business days prior to the time when production of the information is required. In the event that the subpoena/request purports to require production of such Confidential Information on less than five (5) business days' notice, the party receiving the subpoena shall give immediate telephonic notice of the receipt of such subpoena or request, and forthwith deliver by hand, email, or facsimile a copy thereof, to counsel for PCC. Absent a further court order to the contrary, the party receiving the subpoena may comply with the subpoena or request.

6. **Declassification.** In the event that CCCB or the Receiver seeks to disclose Confidential Material in a manner outside of what is provided in Paragraph 4 or 5, CCCB or the Receiver may file a motion with the Court for a ruling that the document designated as Confidential Material is not or should not be entitled to such status and protection. Such motion may be heard upon no less than fourteen (14) days' notice to counsel for PCC. PCC shall have ten (10) days from the date such petition is filed to file an opposition to the petition defending the designation as Confidential Material. PCC shall have five (5) days in which to file a reply. Alternatively, CCCB and /or the Receiver may seek to obtain a court order in the federal court litigation filed by the Receiver against PCC lifting the confidentiality restriction.

7. **Filing of Confidential Material with the Court.** Confidential Material shall not be filed with the Court except under seal, when required in connection with motions as provided for in Paragraph 4 or 6, or any other reason or in connection with other matters pending before the Court for which such materials may be relevant. Any pleadings, motions, or other papers filed under seal shall be filed in accordance with the Rhode Island Superior Court Rules of Civil Procedure and any other applicable court rules or standing orders.

8. **Confidential Material at Trial or Other Court Proceeding.** Subject to the Superior Court Rules of Civil Procedure and any other applicable rules and standing orders, Confidential Material may be offered in evidence at trial or other court proceeding, provided that the proponent of the evidence gives notice to counsel for PCC sufficiently in advance so as to enable it to move the Court for an order that the evidence be received in camera or under other conditions to prevent unnecessary disclosures. The Court will then determine whether the proffered evidence should continue to be treated as Confidential Material and, if so, what protection, if any, may be afforded to such information at the trial or other court proceeding.

9. **No Waiver.**

- (a) Review of Confidential Material by any persons identified in Paragraph 4, 6 or 7 shall not waive the protections provided herein, or any objections to production of Confidential Material.
- (b) The inadvertent, unintentional, or in camera disclosure of Confidential Material shall not, under any circumstances, be deemed a waiver, in whole or in part, of claims of confidentiality. If

PCC inadvertently or unintentionally produces any Confidential Material without marking or designating it as such in accordance with the provisions of this Order, PCC may, promptly on discovery, furnish a substitute copy properly marked, along with written notice to the other persons that such document is deemed confidential and should be treated as such in accordance with the provisions of this Order. Each receiving person must treat such document as Confidential Material from the date such notice is received.

10. **Inadvertent Production of Privileged Material.** CCCB, the Receiver, counsel to CCCB and/or to the Receiver, PCC, and counsel to PCC shall adhere to the obligations imposed by the Superior Court Rules of Civil Procedure regarding privileged material. However, the inadvertent failure of any of them to designate and/or withhold any document as subject to the attorney-client privilege, the attorney work-product doctrine or any other applicable protection or exemption from discovery will not be deemed to waive a later claim as to its appropriate privileged or protected nature, or to stop the producing person from designating such document as privileged or protected from discovery at a later date in writing and with particularity.

11. **Privilege Log.** PCC shall not be required pursuant to this Order to produce documents that are subject to the attorney-client privilege, joint defense privilege and/or attorney work product doctrine, provided that any objections to production of documents on the basis of attorney-client privilege, joint defense privilege and/or attorney work product doctrine are noted at the time for production, and any documents withheld from production based on such objections are identified in a privilege log in accordance with the requirements of Super. R. Civ. P. 26(b)(5)&(7).

12. **Survival.** The terms of this Order shall survive the conclusion of this matter. Counsel to CCCB and/or to the Receiver and/or to PCC may move the Court for an order addressing the post-conclusion treatment of Confidential Material.

13. **Amendment or Modification of Order.** This Order may be amended or modified by this Court upon notice to CCCB, the Receiver, and PCC.

ORDERED:

ENTERED:

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Stern, J.

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Dep. Clerk

Dated:

Dated:

EXHIBIT 1

STATE OF RHODE ISLAND  
PROVIDENCE, SC

SUPERIOR COURT

CHARTERCARE COMMUNITY BOARD :

v. :

C.A. No.: PC-2019-3654

SAMUEL LEE, ET AL :

**ACKNOWLEDGEMENT**

The undersigned declares and states as follows:

1. I have read the attached Order, dated April \_\_, 2019 ("Order"), understand its contents and hereby agree to comply therewith and to be bound thereby. In addition, I consent to the jurisdiction of the Rhode Island Superior Court for the purposes of enforcement of the Order.

2. I agree to use Confidential Material only for purposes of assisting in the matters for which I have been retained, and for no other purpose.

3. I agree to retain all Confidential Material in a secure manner and in accordance with the terms of the Order. I also agree not to distribute any Confidential Material except in accordance with the Order. I further agree not to communicate Confidential Material to any person or entity not qualified to receive it under the terms of the Order.

4. I agree to comply with all other provisions of the Order.

5. I acknowledge that failure on my part to comply with the provisions of the Order may be punishable by contempt of court and may render me liable to any Party, person, or entity damaged thereby.

I declare under the penalties of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on \_\_\_\_\_.

Name: \_\_\_\_\_ (print or type)

Signature: \_\_\_\_\_