

UNITED STATES DISTRICT COURT
DISTRICT OF RHODE ISLAND

STEPHEN DEL SESTO, AS RECEIVER
AND ADMINISTRATOR OF THE ST.
JOSEPH HEALTH SERVICES OF RHODE
ISLAND RETIREMENT PLAN, et al.

Plaintiffs,

v.

PROSPECT CHARTERCARE, LLC, et al.

Defendants.

Case No. 1:18-cv-00328-WES-LDA

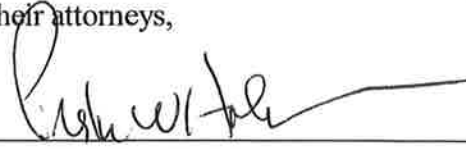
NOTICE TO TAKE DEPOSITION

TO: Chartercare Community Board
c/o Chase Ruttenberg & Freedman
Attn: Robert Fine, Esq. and Richard Land, Esq.
1 Park Row #300
Providence, RI 02903

PLEASE TAKE NOTICE that pursuant to the Federal Court Rule of Civil Procedure 30(b)(6), Defendants Prospect Medical Holdings, Inc. and Prospect East Holdings, Inc.'s attorneys will depose Chartercare Community Board ("Deponent") upon oral examination from day to day until complete on July 30, 2019 at 10:00 a.m at Shechtman Halperin Savage, LLP, 1080 Main Street, Pawtucket, RI 02860 before a Notary Public duly commissioned in the State of Rhode Island

The deposition will relate to the matters listed on Attachment A. To comply with Rule 30(b)(6), the Deponent shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf and shall set forth, for each person designated, the matters on which the person will testify.

PROSPECT MEDICAL HOLDINGS, INC.
and PROSPECT EAST HOLDING, INC.,
By their attorneys,



Preston W. Halperin, Esq.
Shechtman Halperin Savage, LLP
1080 Main Street, Pawtucket, RI 02860
401-272-1400
401-272-1403
phalperin@shslawfirm.com

CERTIFICATION

I hereby certify on this 25th day of June, 2019 that the within document was mailed via first class mail to the following:

CharterCARE Community Board, St. Joseph
Health Services of Rhode Island, and Roger
Williams Hospital
c/o Richard J. Land and Robert D. Fine
CHACE RUTTENBERG & FREEDMAN, LLP
One Park Row, Suite 300
Providence, RI 02903

Stephen Del Sesto, as Receiver and
Administrator of the St. Joseph Health Services
of Rhode Island Retirement Plan, as Amended;
Gail J. Major; Nancy Zompa; Ralph ABryden;
Dorothy Willner; Caroll Short; Donna
Boutelle; and Eugenia Levesque
c/o Max Wistow, Esq., Stephen P. Sheehan,
Esq., Benjamin Ledsham, Esq.
WISTOW, SHEEHAN & LOVELEY, PC
61 Weybosset Street
Providence, RI 02903

Roman Catholic Bishop of Providence,
Diocesan Administration Corporation, and
Diocesan Service Corporation
c/o Howard Merten, Esq., Eugene G. Bernardo,
Esq., and Paul M. Kessimian, Esq.
PARTRIDGE SNOW & HAHN, LLP
40 Westminster Street, Suite 1100
Providence, RI

Prospect Chartercare, LLC, Prospect
Chartercare SJHSRI, LLC, and Prospect
Chartercare RWMC, LLC
c/o Mark Russo
FERRUCCI RUSSO P.C.
55 Pine Street, 4th Floor
Providence, RI 02903

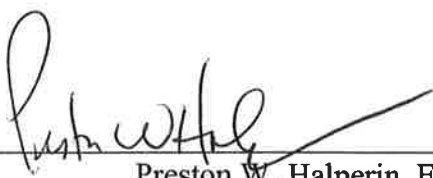
Angel Pension Group
c/o Steven J. Boyajian, Esq.
ROBINSON & COLE LLP
One Financial Plaza, Suite 1430
Providence, RI 02903

Chartercare Foundation
c/o Andrew R. Dennington, Esq., Christopher
Sweeney, Esq., and Russell F. Conn.
CONN KAVANAUGH ROSENTHAL PEISCH &
FORD, LLP
One Federal Street
15th Floor
Boston, MA 02110

c/o David R. Godofsky, Esq.
ALSTON & BIRD LLP

950 F Street NW
Washington DC 20004

Rhode Island Community Foundation
c/o David A. Wollin, Esq. and Christine E.
Dieter, Esq.
HINCKLEY, ALLEN & SNYDER LLP
100 Westminster Street
Suite 1500
Providence, RI 02903



Preston W. Halperin, Esq.

Attachment A

1. Chartercare Community Board's ("CCCB") settlement of claims in *Stephen Del Sesto, et al. v. Prospect Chartercare, LLC, et al.* (1:18-CV-00328-WES-LDA) (D.R.I.) with Stephen Del Sesto, as Receiver and Administrator of the St. Joseph Health Services of Rhode Island Retirement Plan; Gail J. Major; Nancy Zompa; Ralph Bryden; Dorothy Willner; Carroll Short; Donna Boutelle; and Eugenia Levesque (the "Settlement").
2. The purported release of claims against CCCB's officers, directors, and attorneys in the Settlement.
3. The decision to place the St. Joseph Health Services of Rhode Island Retirement Plan ("Plan") into receivership.
4. Discussions among Chace Ruttenberg & Freedman ("CRF") and Stephen Del Sesto ("Receiver") regarding placing the Plan into Receivership.
5. Negotiations between CRF and counsel for the Receiver regarding the terms of the Settlement.
6. The source of the money that CCCB intends to pay to the Receiver pursuant to the Settlement.