

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into among the United States of America, acting through the United States Department of Justice and on behalf of the Office of Inspector General (“OIG-HHS”) of the Department of Health and Human Services (“HHS”) (collectively, the “United States”), the State of California, acting through the California Department of Justice Division of Medi-Cal Fraud and Elder Abuse (“California”), Santa Barbara San Luis Obispo Regional Health Authority d/b/a CenCal Health (“CenCal”), and Julio Bordas (“Relator”) (hereafter collectively referred to as “the Parties”), through their authorized representatives.

RECITALS

A. CenCal is a county organized health system, established by Santa Barbara County and San Luis Obispo County pursuant to California state law. CenCal contracts with California’s Department of Health Care Services (“DHCS”) to arrange for the provision of health care services to Santa Barbara County and San Luis Obispo County residents under California’s Medicaid program (known as “Medi-Cal”).

B. On December 22, 2015, Relator filed a *qui tam* action in the United States District Court for the Central District of California captioned *United States and California ex rel. Julio Bordas v. CenCal Health, Cottage Health System, Dignity Health, Lompoc Valley Medical Center, and Tenet Healthcare Corporation, [REDACTED]* pursuant to the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b) (“FCA”) and the California False Claims Act (“CFCA”), California Government Code § 12650, et seq. (the “Civil Action”). On December 20, 2018, Relator filed a First Amended Complaint in the Civil Action, adding Community Health Centers of the Central Coast (“CHC”), Pacific Central Coast Health Centers (“PCCHC”) (a subsidiary of Dignity Health), and Sansum Santa Barbara Medical Clinic, Inc.

(“Sansum Clinic”) as defendants. Relator alleges, generally, that CenCal violated the FCA and the CFCA in connection with certain payments made by CenCal to providers, including defendants Cottage Health System (“Cottage”), Dignity Health (“Dignity”), Lompoc Valley Medical Center (“LVMC”), Tenet Healthcare Corporation (“Tenet”) subsidiaries Sierra Vista Regional Medical Center (“Sierra Vista”) and Twin Cities Community Hospital (“Twin Cities”), CHC, and Sansum Clinic in connection with Medi-Cal Adult Expansion under the Affordable Care Act (referred to as the “CenCal Allegations”). The United States intervened in the Civil Action on December 2, 2022.

C. The United States and California contend that CenCal submitted or caused to be submitted claims for payment to the Medicaid Program, 42 U.S.C. §§ 1396-1396w-5.

D. The United States and California contend that they have certain civil claims against CenCal arising from CenCal causing the submission of false claims to Medi-Cal pursuant to Medi-Cal Access and Coordination Expansion (“ACE”) Program Agreements (the “ACE Agreements”):

(1) executed by CenCal on March 11, 2015 and by Cottage on March 17, 2015, for “Enhanced Services” to Adult Expansion Medi-Cal members;

(2) executed by CenCal on July 14, 2015 and by Cottage on July 27, 2015, for “Enhanced Services” to Adult Expansion Medi-Cal members;

(3) executed by CenCal on December 10, 2015 and by Cottage on January 4, 2016, for “Enhanced Services” to Adult Expansion Medi-Cal members;

(4) executed by CenCal on August 24, 2015 and by Sansum Clinic on August 31, 2015, for “Enhanced Services” to Adult Expansion Medi-Cal members;

(5) executed by CenCal on March 30, 2016 and by Sansum Clinic on April 5, 2016, for “Enhanced Services” to Adult Expansion Medi-Cal members;

- (6) executed by CenCal on February 27, 2015 and by LVMC on March 6, 2015, for “Enhanced Services” to Adult Expansion Medi-Cal members;
- (7) executed by CenCal on July 16, 2015 and by LVMC on July 23, 2015, for “Enhanced Services” to Adult Expansion Medi-Cal members;
- (8) executed by CenCal on August 25, 2015 and by LVMC on September 2, 2015, for “Enhanced Services” to Adult Expansion Medi-Cal members;
- (9) executed by CenCal on December 14, 2015 and by LVMC on December 21, 2015, for “Enhanced Services” to Adult Expansion Medi-Cal members;
- (10) executed by CenCal on October 9, 2015 and by CHC on October 22, 2015, for “Enhanced Services” to Adult Expansion Medi-Cal members;
- (11) executed by CenCal on March 30, 2016 and by CHC on April 5, 2016, for “Enhanced Services” to Adult Expansion Medi-Cal members;
- (12) executed by CenCal on April 28, 2015 and by Tenet on April 25, 2015, for “Enhanced Services” to Adult Expansion Medi-Cal members between January 1, 2014 and April 30, 2015;
- (13) executed by CenCal on April 28, 2015 and by Tenet on April 29, 2015, for “Enhanced Services” to Adult Expansion Medi-Cal members between January 1, 2014 and April 30, 2015;
- (14) executed by CenCal on January 23, 2015 and by Dignity on January 26, 2015, for “Enhanced Services” to Adult Expansion Medi-Cal members between January 1, 2014 and February 1, 2015;
- (15) executed by CenCal on November 12, 2015 and by PCCHC on November 10, 2015, for “Enhanced Services” to Adult Expansion Medi-Cal members; and

(16) executed by CenCal on March 30, 2016 and by PCCHC on April 8, 2016, for “Enhanced Services” to Adult Expansion Medi-Cal members.

The United States and California contend that the payments made by CenCal to Cottage, Sansum Clinic, LVMC, CHC, Tenet, Dignity, and PCCHC pursuant to the above-referenced ACE Agreements were wrongful because (a) the payments were not for “Allowed Medical Expenses” under CenCal’s contract with DHCS; (b) the payments were unlawful gifts of public funds in violation of the California Constitution; and (c) the payments were for pre-determined amounts that did not reflect the cost or fair market value of any Enhanced Services provided, and/or the Enhanced Services were duplicative of Services already required to be rendered. That conduct is referred to below as the “Covered Conduct.”

E. This Agreement is neither an admission of liability by CenCal nor a concession by the United States and California that their claims are not well founded.

F. Relator claims entitlement under 31 U.S.C. § 3730(d) and California Government Code § 12652(g) to a share of the proceeds of this Agreement and to Relator’s reasonable expenses, attorneys’ fees and costs.

To avoid the delay, uncertainty, inconvenience, and expense of protracted litigation of the above claims, and in consideration of the mutual promises and obligations of this Agreement, the Parties agree and covenant as follows:

TERMS AND CONDITIONS

1. CenCal shall pay to the United States \$49,500,000 (the “Settlement Amount”), of which \$22,795,000 constitutes restitution, plus interest on the Settlement Amount at a rate of 3.875% per annum from December 15, 2022, no later than 30 days after the Effective Date of

this Agreement by electronic funds transfer pursuant to written instructions to be provided by the Civil Division of the United States Department of Justice.

2. Conditioned upon the United States receiving the Settlement Amount and as soon as feasible after receipt, the United States agrees to pay 19% of the Settlement Amount plus interest due under Paragraph 1 to Relator by electronic funds transfer (“Relator’s Share”).

3. Subject to the exceptions in Paragraph 7 (concerning reserved claims) below, and upon the United States’ receipt of the full Settlement Amount plus interest due under Paragraph 1, the United States releases CenCal, together with its current and former successors and assigns, from any civil or administrative monetary claim the United States has for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733; the Civil Monetary Penalties Law, 42 U.S.C. § 1320a-7a; the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; or the common law theories of payment by mistake, unjust enrichment, and fraud.

4. In consideration of the obligations of CenCal in this Agreement and the Corporate Integrity Agreement (CIA), entered into between OIG-HHS and CenCal, and upon the United States’ receipt of full payment of the Settlement Amount plus interest due under Paragraph 1, the OIG-HHS shall release and refrain from instituting, directing, or maintaining any administrative action seeking exclusion from Medicare, Medicaid, and other Federal health care programs (as defined in 42 U.S.C. § 1320a-7b(f)) against CenCal under 42 U.S.C. § 1320a-7a (Civil Monetary Penalties Law) or 42 U.S.C. § 1320a-7(b)(7) (permissive exclusion for fraud, kickbacks, and other prohibited activities) for the Covered Conduct, except as reserved in this paragraph and in Paragraph 7 (concerning reserved claims), below. The OIG-HHS expressly reserves all rights to comply with any statutory obligations to exclude CenCal from Medicare, Medicaid, and other Federal health care programs under 42 U.S.C. § 1320a-7(a) (mandatory exclusion) based upon the Covered Conduct. Nothing in this paragraph precludes the OIG-HHS from taking action

against entities or persons, or for conduct and practices, for which claims have been reserved in Paragraph 7, below.

5. Subject to the exceptions in Paragraph 7 (concerning reserved claims) below, and upon the United States' receipt of the full Settlement Amount plus interest due under Paragraph 1, California releases CenCal, together with its current and former successors and assigns, from any civil or administrative monetary claim California has for the Covered Conduct under the California False Claims Act, California Government Code §§ 12650-12656; or the common law theories of payment by mistake, unjust enrichment, fraud and all right to recoup, demand, or otherwise seek the return of any funds distributed by CenCal pursuant to the ACE Agreements and arising out of the Covered Conduct.

6. Except for those rights created under this Agreement, and upon the United States' receipt of the full Settlement Amount plus interest due under Paragraph 1 and Relator's receipt of the full payment due from CenCal under CenCal's separate agreement with Relator resolving his claims for attorney's fees, expenses, and costs under 31 U.S.C. § 3730(d) and California Government Code § 12652(g), Relator, for himself and for his heirs, successors, attorneys, agents, transferees, and assigns, irrevocably and unconditionally waives, releases, and forever discharges CenCal, together with its current and former heirs, successors, attorneys, agents, transferees, members, officers, directors, commissioners, supervisors, employees, and assigns, from any and all charges, complaints, lawsuits, claims, liabilities, obligations, promises, agreements, controversies, injuries, damages, actions, causes of action, suits, rights, demands, judgments, claims for relief, indebtedness, costs, losses, debts and expenses (including attorneys' fees and costs actually incurred), of any nature whatsoever, whether in law or equity, known or unknown, suspected or unsuspected, actual or potential, in his individual capacity or on behalf of the United States and/or California, including without limitation, for claims arising from: (i) the

filing of the Civil Action; or (ii) any federal or California law, including but not limited to 31 U.S.C. §§ 3729-3733 and California Government Code §§ 12650-12656, including for expenses of attorney's fees and costs related thereto.

Waiver of Civil Code Section 1542. It is the intention of Relator in executing this Agreement that it shall be effective as a full and final accord and satisfactory release of each and every matter specifically referred to herein and all claims and causes of action that Relator on behalf of himself, and Relator's heirs, successors, attorneys, agents, transferees, and assigns, may have as to CenCal and/or its current or former heirs, successors, attorneys, agents, transferees, members, officers, directors, commissioners, supervisors, employees, and assigns. In furtherance of this intention, Relator acknowledges that he is familiar with § 1542 of the Civil Code of the State of California, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

As to the claims and causes of actions that Relator may have against CenCal, Relator waives and relinquishes any rights and benefits he may have under § 1542 of the Civil Code of the State of California to the full extent that he may lawfully waive all such rights and benefits. Nothing in this release shall be construed to limit or release any claims against the other defendants in the Civil Action.

7. Notwithstanding the releases given in Paragraphs 3 to 5 of this Agreement, or any other term of this Agreement, the following claims and rights of the United States and California are specifically reserved and are not released:

- a. Any liability arising under Title 26, U.S. Code (Internal Revenue Code) or under California tax law;
- b. Any criminal liability;

- c. Except as explicitly stated in this Agreement, any administrative liability or enforcement right, including mandatory exclusion from Federal health care programs;
- d. Any liability to the United States or California (or their agencies) for any conduct other than the Covered Conduct;
- e. Any liability based upon obligations created by this Agreement;
- f. Any liability of individuals;
- g. Any liability for express or implied warranty claims or other claims for defective or deficient products or services, including quality of goods and services;
- h. Any liability for failure to deliver goods or services due;
- i. Any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct.

8. Relator and his heirs, successors, attorneys, agents, and assigns shall not object to this Agreement but agree and confirm that this Agreement is fair, adequate, and reasonable under all the circumstances, pursuant to 31 U.S.C. § 3730(c)(2)(B) and California Government Code § 12652(e)(2)(B). Conditioned upon Relator's receipt of the Relator's Share, Relator and his heirs, successors, attorneys, agents, and assigns fully and finally release, waive, and forever discharge the United States, its agencies, officers, agents, employees, and servants, from any claims arising from the filing of the Civil Action or under 31 U.S.C. § 3730, and from any claims to a share of the proceeds of this Agreement and/or the Civil Action. Relator and his heirs, successors, attorneys, agents and assigns fully and finally release, waive, and forever discharge California, its agencies, officers, agents, employees, and servants, from any claims arising from the filing of

the Civil Action or under California Government Code § 12652, and from any claims to a share of the proceeds of this Agreement and/or the Civil Action.

9. CenCal waives and shall not assert any defenses CenCal may have to any criminal prosecution or administrative action relating to the Covered Conduct that may be based in whole or in part on a contention that, under the Double Jeopardy Clause in the Fifth Amendment of the Constitution, or under the Excessive Fines Clause in the Eighth Amendment of the Constitution, this Agreement bars a remedy sought in such criminal prosecution or administrative action.

10. CenCal fully and finally releases the United States, California, and their agencies, officers, agents, employees, and servants, from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that CenCal has asserted, could have asserted, or may assert in the future against the United States, California, and their agencies, officers, agents, employees, and servants, related to the Covered Conduct or the United States' and California's investigation or prosecution thereof.

11. Except for those rights created under this Agreement, CenCal, together with its current and former heirs, successors, attorneys, agents, transferees, members, officers, directors, commissioners, supervisors, employees, and assigns, irrevocably and unconditionally waives, releases, and forever discharges Relator, his heirs, successors, attorneys, agents, transferees, and assigns, from any and all charges, complaints, lawsuits, claims, liabilities, obligations, promises, agreements, controversies, injuries, damages, actions, causes of action, suits, rights, demands, judgments, claims for relief, indebtedness, costs, losses, debts and expenses (including attorneys' fees and costs actually incurred), of any nature whatsoever, whether in law or equity, known or unknown, suspected or unsuspected, actual or potential, including without limitation, for claims arising from: (i) the filing of the Civil Action; or (ii) any federal or California law, including but

not limited to 31 U.S.C. §§ 3729-3733 and California Government Code §§ 12650-12656, including for expenses of attorney's fees and costs related thereto.

Waiver of Civil Code Section 1542. It is the intention of CenCal in executing this Agreement that it shall be effective as a full and final accord and satisfactory release of each and every matter specifically referred to herein and all claims and causes of action that CenCal on behalf of itself and CenCal's current and former heirs, successors, attorneys, agents, transferees, members, officers, directors, commissioners, supervisors, employees may have as to Relator and/or his heirs, successors, attorneys, agents, transferees, and assigns. In furtherance of this intention, CenCal acknowledges that it is familiar with § 1542 of the Civil Code of the State of California, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

As to the claims and causes of actions that CenCal may have against Relator, CenCal waives and relinquishes any rights and benefits it may have under § 1542 of the Civil Code of the State of California to the full extent that it may lawfully waive all such rights and benefits.

12. The Settlement Amount shall not be decreased as a result of the denial of claims for payment now being withheld from payment by Medi-Cal, related to the Covered Conduct; and CenCal agrees not to resubmit to Medi-Cal any previously denied claims related to the Covered Conduct, agrees not to appeal any such denials of claims, and agrees to withdraw any such pending appeals.

13. CenCal agrees to the following:

a. Unallowable Costs Defined: All costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47; and in Titles XVIII and XIX of the Social Security Act, 42 U.S.C. §§ 1395-1395lll and 1396-1396w-5; and the regulations and official

program directives promulgated thereunder) incurred by or on behalf of CenCal, its present or former officers, directors, employees, shareholders, and agents in connection with:

- (1) the matters covered by this Agreement;
- (2) the United States' audit(s) and civil investigation(s) of the matters covered by this Agreement;
- (3) CenCal's investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and civil investigation(s) in connection with the matters covered by this Agreement (including attorneys' fees);
- (4) the negotiation and performance of this Agreement;
- (5) the payment CenCal makes to the United States pursuant to this Agreement and any payments that CenCal may make to Relator, including costs and attorneys' fees; and
- (6) the negotiation of, and obligations undertaken pursuant to the CIA to: (i) retain an independent review organization to perform annual reviews as described in Section III of the CIA; and (ii) prepare and submit reports to the OIG-HHS

are unallowable costs for government contracting purposes and under the Medicare Program, Medicaid Program, TRICARE Program, and Federal Employees Health Benefits Program (FEHBP) (hereinafter referred to as Unallowable Costs). However, nothing in paragraph 13.a.(6) that may apply to the obligations undertaken pursuant to the CIA affects the status of costs that are not allowable based on any other authority applicable to CenCal.

b. Future Treatment of Unallowable Costs: Unallowable Costs shall be separately determined and accounted for by CenCal, and CenCal shall not charge such

Unallowable Costs directly or indirectly to any contracts with the United States or any State Medicaid program, or seek payment for such Unallowable Costs through any cost report, cost statement, information statement, or payment request submitted by CenCal or any of its subsidiaries or affiliates to the Medicare, Medicaid, TRICARE, or FEHBP Programs.

c. Treatment of Unallowable Costs Previously Submitted for Payment:

CenCal further agrees that within 90 days of the Effective Date of this Agreement it shall identify to applicable Medicare and TRICARE fiscal intermediaries, carriers, and/or contractors, and Medicaid and FEHBP fiscal agents, any Unallowable Costs (as defined in this paragraph) included in payments previously sought from the United States, or any State Medicaid program, including, but not limited to, payments sought in any cost reports, cost statements, information reports, or payment requests already submitted by CenCal or any of its subsidiaries or affiliates, and shall request, and agree, that such cost reports, cost statements, information reports, or payment requests, even if already settled, be adjusted to account for the effect of the inclusion of the Unallowable Costs. CenCal agrees that the United States, at a minimum, shall be entitled to recoup from CenCal any overpayment plus applicable interest and penalties as a result of the inclusion of such Unallowable Costs on previously-submitted cost reports, information reports, cost statements, or requests for payment.

Any payments due after the adjustments have been made shall be paid to the United States pursuant to the direction of the Department of Justice and/or the affected agencies. The United States reserves its rights to disagree with any calculations submitted by CenCal or any of its subsidiaries or affiliates on the effect of inclusion of Unallowable Costs (as defined in this paragraph) on CenCal or any of its subsidiaries or affiliates' cost reports, cost statements, or information reports.

d. Nothing in this Agreement shall constitute a waiver of the rights of the United States to audit, examine, or re-examine CenCal's books and records to determine that no Unallowable Costs have been claimed in accordance with the provisions of this paragraph.

14. Subject to applicable privileges which it does not waive, CenCal agrees to cooperate fully, truthfully, and actively with the United States and California regarding any matter about which CenCal has any knowledge or information relating to any ongoing investigation, litigation, trial, or other proceeding arising out of any ongoing federal investigation related to the CenCal Allegations. CenCal's cooperation shall include the following:

a. Upon reasonable notice, CenCal shall encourage, and agree not to impair, the cooperation of its directors, officers, and employees, and shall use its best efforts to make available, and encourage, the cooperation of former directors, officers, and employees for interviews and testimony, consistent with the rights and privileges of such individuals.

b. Upon reasonable notice, CenCal agrees to provide testimony, declarations/affidavits, or other information necessary to identify or establish the original location, authenticity, or other basis for admissibility into evidence documents or physical evidence as requested by the United States and/or California; and

c. Upon reasonable notice, CenCal further agrees to furnish to the United States and California, upon request, complete and unredacted copies of all non-privileged documents, reports, memoranda of interviews, and records in its possession, custody, or control concerning any investigation of the CenCal Allegations that it has undertaken, or that has been performed by another on its behalf.

d. Any refusal by CenCal to cooperate fully, truthfully, and actively will constitute a breach of this Agreement.

15. This Agreement is intended to be for the benefit of the Parties only. The Parties do not release any claims against any other person or entity, except to the extent provided for in Paragraph 16 (waiver for beneficiaries paragraph), below.

16. CenCal agrees that it waives and shall not seek payment for any of the health care billings covered by this Agreement from any health care beneficiaries or their parents, sponsors, legally responsible individuals, or third party payors based upon the claims defined as Covered Conduct.

17. Upon receipt of the payment described in Paragraph 1 above, the United States, California, and Relator shall promptly sign and file in the Civil Action a Joint Stipulation of Dismissal of CenCal pursuant to Rule 41(a)(1) as follows:

a. the Stipulation of Dismissal shall be with prejudice as to the United States' and California's claims against CenCal as to the Covered Conduct;

b. the Stipulation of Dismissal shall be without prejudice as to the United States and California as to all other claims against CenCal;

c. the Stipulation of Dismissal shall be with prejudice as to Relator as to all claims against CenCal.

18. Except as specifically provided herein, each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

19. Each Party and signatory to this Agreement represents that it freely and voluntarily enters into this Agreement without any degree of duress or compulsion.

20. This Agreement is governed by the laws of the United States. The exclusive venue for any dispute relating to this Agreement is the United States District Court for the Central District of California. For purposes of construing this Agreement, this Agreement shall

be deemed to have been drafted by all Parties to this Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

21. This Agreement constitutes the complete agreement between the Parties. This Agreement may not be amended except by written consent of the Parties. Forbearance by the United States from pursuing any remedy or relief available to it under this Agreement shall not constitute a waiver of rights under this Agreement.

22. The undersigned counsel represent and warrant that they are fully authorized to execute this Agreement on behalf of the persons and entities indicated below.

23. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement.

24. This Agreement is binding on CenCal's successors, transferees, heirs, and assigns.


25. This Agreement is binding on Relator's successors, transferees, heirs, and assigns.

26. All Parties consent to the United States' disclosure of this Agreement, and information about this Agreement, to the public.

27. This Agreement is effective on the date of signature of the last signatory to the Agreement (Effective Date of this Agreement). Facsimiles and electronic transmissions of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

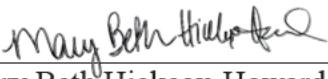
THE UNITED STATES OF AMERICA

DATED: June 12, 2023

BY: 

Jack D. Ross
Assistant United States Attorney
Central District of California

DATED: June 16, 2023

BY: 

Mary Beth Hickcox-Howard
Trial Attorney
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: _____

BY: _____
Lisa M. Re
Assistant Inspector General for Legal Affairs
Office of Counsel to the Inspector General
Office of Inspector General
United States Department of Health and Human Services

THE UNITED STATES OF AMERICA

DATED: _____

BY: _____
Jack D. Ross
Assistant United States Attorney
Central District of California

DATED: _____

BY: _____
Mary Beth Hickcox-Howard
Trial Attorney
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: _____

BY: **LISA RE** Digitally signed by LISA RE
Date: 2023.06.15 14:56:43
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Lisa M. Re
Assistant Inspector General for Legal Affairs
Office of Counsel to the Inspector General
Office of Inspector General
United States Department of Health and Human Services

THE STATE OF CALIFORNIA

DATED: 6-8-23

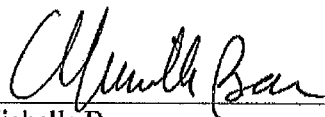
BY:



Nicholas N. Paul
Senior Assistant Attorney General
California Department of Justice
Division of Medi-Cal Fraud & Elder Abuse

DATED: 6-7-23

BY:




Michelle Baass
Director
California Department of Health Care Services

CENCAL HEALTH - DEFENDANT

DATED: 06/13/23

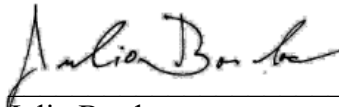
BY: *Karen Kim*
Karen Kim, Chief Legal and Compliance Officer
on behalf of CenCal Health

DATED: 06/13/23

BY: 
Winston Y. Chan
Gibson, Dunn & Crutcher LLP
Counsel for CenCal Health


JULIO BORDAS - RELATOR

DATED: 06/09/2023

BY: 

Julio Bordas

DATED: June 9, 2023

BY: 

Edward Arens
Phillips & Cohen LLP
Counsel for Julio Bordas