

## SETTLEMENT AGREEMENT

### I. PARTIES

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”); Ali M. Ghaffari, M.D. (“Dr. Ghaffari”), Linda R. Ghaffari (“Mrs. Ghaffari”), Buena Vista Retirement Center, Inc. (and its successor(s)), Ali M. Ghaffari, Sr., M.D., P.A., now known as Blue and Red Bird Corporation, P.C., (“MDPA”) and Buena Vista Health Care Services, Inc.,(jointly, severally and collectively “Buena Vista”); and Dalisa Wright (f/k/a/ Dalisa Bell (“Wright”); (hereafter referred to as “the Parties”), through their authorized representatives.

### II. PREAMBLE

As a preamble to this Agreement, the Parties agree to the following:

A. At material times, Buena Vista Retirement Center, Inc., Dr. Ghaffari, Mrs. Ghaffari and MDPA owned, operated and managed a nursing home known as Buena Vista Retirement Center in Clovis, New Mexico, as more fully described in the United States’ First Amended Complaint in Intervention [Doc. 68] and Relators’ Amended Complaint [Doc. 34] in United States of America ex rel. Dalisa Bell v. Dr. Ali M. Ghaffari, et al., Cause No. 01cv1248 MV/KBM, United States District Court for the District of New Mexico.

B. Wright (the “Relator”) is an individual resident of New Mexico. On November 2, 2001, Relator filed a *qui tam* action in the United States District Court for the District of New Mexico captioned United States of America ex rel. Dalisa Bell v. Dr. Ali M.

Ghaffari, et al., Cause No. 01cv1248 MV/KBM (hereinafter “the Civil Action”). Relator at certain material times was employed by Ali M. Ghaffari, M.D. and Ali M. Ghaffari, M.D., P.A., *inter alia* to provide physical therapy to residents of Buena Vista Retirement Center. The United States filed a Complaint in Intervention in the Civil Action on April 4, 2006, and filed a First Amended Complaint in Intervention on June 1, 2007.

C. The United States contends that Buena Vista submitted or caused to be submitted claims for payment to the Medicaid Program, 42 U.S.C. §§ 1383, 1395-1396v, Titles XVIII and XIX of 42 U.S.C. (Medicaid).

D. The United States contends that it has certain civil claims, as specified in Paragraph 2 below, against Buena Vista for engaging in the following conduct during the period from January 1, 1999 to April 30, 2004: The conduct described in the United States’ First Amended Complaint in Intervention [Doc. 68] and in Relator’s Amended Complaint for Damages [Doc. 34] filed in the Civil Action (hereinafter referred to as the “Covered Conduct”).

E. The United States also contends that it has certain administrative claims against Buena Vista for engaging in the Covered Conduct.

F. To avoid the delay, uncertainty, inconvenience, and expense of protracted litigation of the above claims, the Parties reach a full and final settlement pursuant to the Terms and Conditions below.

### III. TERMS AND CONDITIONS

1. Buena Vista agrees to pay to the United States one million dollars (\$1,000,000) (the “Settlement Amount”). The United States agrees to pay one hundred and fifty thousand dollars (\$150,000) of the Settlement Amount to Relator. Buena Vista further agrees to pay Relator

thirty thousand dollars (\$30,000) for expenses and attorney's fees and costs. The foregoing payments shall be made as follows:

a. Buena Vista agrees to pay the full Settlement Amount to the United States on or before April 24, 2009 by electronic funds transfer pursuant to written instructions to be provided by the United States.

b. Contingent upon the United States receiving the Settlement Amount from Buena Vista and as soon as feasible after receipt, the United States agrees to pay \$150,000 to Relator by electronic funds transfer to the trust account of Relator's counsel.

c. Buena Vista agrees to pay thirty thousand dollars (\$30,000) on or before April 24, 2009 to Relator by payment to the trust account of Relator's counsel through either a cashier's check, certified check or electronic funds transfer.

d. The Parties agree that a Consent Judgment in the form attached as Exhibit "A" will be entered when this Agreement has been executed by all Parties.

2. Subject to the exceptions in Paragraph 4, below, in consideration of the obligations of Buena Vista in this Agreement, conditioned upon Buena Vista's full payment of the Settlement Amount, and subject to Paragraph 17 below, the United States (on behalf of itself, its officers, agents, agencies, and departments) agrees to release Buena Vista from any civil or administrative monetary claim the United States has or may have 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. OIG-HHS expressly reserves all rights to institute, direct, or to maintain any administrative action seeking exclusion against Buena

Vista and/or its officers, directors, and employees from Medicare, Medicaid, and all other Federal health care programs (as defined in 42 U.S.C. § 1320a-7b(f)) under 42 U.S.C. § 1320a-7(a) (mandatory exclusion), or 42 U.S.C. § 1320a-7(b) or 42 U.S.C. 1320a-7a (permissive exclusion).

3. Subject to the exceptions in Paragraph 4, below, in consideration of the obligations of Buena Vista in this Agreement, conditioned upon Buena Vista's full payment of the Settlement Amount, and subject to Paragraph 17 below, Relator, for herself and for her heirs, successors, attorneys, agents, and assigns, agrees to release Buena Vista from any civil monetary claim the United States has or may have for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733.

4. Notwithstanding any term of this Agreement, specifically reserved and excluded from the scope and terms of this Agreement as to any entity or person (including Buena Vista and Relator) are the following claims of the United States:

a. Any civil, criminal, or administrative liability arising under Title 26, U.S. Code (Internal Revenue Code);

b. Any criminal liability;

c. Except as explicitly stated in this Agreement, any administrative liability, including mandatory exclusion from Federal health care programs;

d. Any liability to the United States (or its agencies) for any conduct other than the Covered Conduct; and

e. Any liability based upon such obligations as are created by this Agreement.

5. Relator and her heirs, successors, attorneys, agents, and assigns agree not to

object to this Agreement and 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, conditioned upon receipt of Relator's share, Relator, for herself individually, and for her heirs, successors, agents, and assigns, fully and finally releases, waives, and forever discharges the United States, its officers, agents, and employees, from any claims arising from or relating to 31 U.S.C. § 3730; from any claims arising from the filing of the Civil Action; and from any other claims for a share of the Settlement Amount; and in full settlement of any claims Relator may have under this Agreement. This Agreement does not resolve or in any manner affect any claims the United States has or may have against the Relator arising under Title 26, U.S. Code (Internal Revenue Code), or any claims arising under this Agreement.

6. Conditioned upon receipt of the payment described in Paragraph 1.b, Relator, for herself, and for her heirs, successors, attorneys, agents, and assigns, agrees to release Buena Vista from any liability to Relator arising from the filing of the Civil Action, or under 31 U.S.C. § 3730(d) for expenses or attorney's fees and costs.

7. Buena Vista, except for Buena Vista Health Care Services, Inc., has provided sworn financial disclosure statements (Financial Statements) to the United States and the United States has relied on that information in reaching this Agreement. Buena Vista warrants that the Financial Statements, as of the time they were provided to the United States, were complete, accurate, and current. If the United States learns of asset(s) in which Buena Vista had an interest at the time of this Agreement that were not disclosed in the Financial Statements, or if the United States learns of any misrepresentation by Buena Vista on, or in connection with, the Financial Statements, and if such nondisclosure or misrepresentation changes the estimated net

worth set forth in the Financial Statements by \$1,000,000 or more, the United States may at its option: (a) rescind this Agreement and reinstate its suit based on the Covered Conduct, or (b) let the Agreement stand and collect the full Settlement Amount plus one hundred percent (100%) of the value of the net worth of Buena Vista previously undisclosed. Buena Vista agrees not to contest any collection action undertaken by the United States pursuant to this provision.

8. In the event that the United States, pursuant to Paragraph 7, above, opts to rescind this Agreement, Buena Vista agrees not to plead, argue, or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel, or similar theories, to any civil or administrative claims that (a) are filed by the United States within 90 calendar days of written notification to Buena Vista that this Agreement has been rescinded, and (b) relate to the Covered Conduct, except to the extent these defenses were available on November 2, 2001.

9. Buena Vista waives and shall not assert any defenses Buena Vista 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. Nothing in this Paragraph or any other provision of this Agreement constitutes an agreement by the United States concerning the characterization of the Settlement Amount for purposes of the Internal Revenue laws, Title 26 of the United States Code.

10. Buena Vista fully and finally releases the United States, its agencies, employees, servants, and agents from any claims (including attorney's fees, costs, and expenses of every kind and however denominated) that Buena Vista has asserted, could have asserted, or may

assert in the future against the United States, its agencies, employees, servants, and agents, related to the Covered Conduct and the United States' investigation and prosecution thereof.

11. The Settlement Amount shall not be decreased as a result of the denial of claims for payment now being withheld from payment by any Medicare carrier or intermediary, the New Mexico Medicaid Program, or any state payer, related to the Covered Conduct; and Buena Vista shall not resubmit to any Medicare carrier or intermediary, the New Mexico Medicaid Program, or any state payer any previously denied claims related to the Covered Conduct, and shall not appeal any such denials of claims.

12. Buena Vista agrees to the following:

a. Unallowable Costs Defined: that 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. §§ 1395-1395ggg and 1396-1396v; and the regulations and official program directives promulgated thereunder) incurred by or on behalf of Buena Vista, its present or former officers, directors, employees, shareholders, and agents in connection with the following shall be “unallowable costs” on government contracts and under the Medicare Program, Medicaid Program, TRICARE Program, and Federal Employees Health Benefits Program (FEHBP):

- (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) Buena Vista'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 attorney's fees);

(4) the negotiation and performance of this Agreement; and

(5) the payment Buena Vista makes to the United States

pursuant to this Agreement and any payments that Buena Vista may make to Relator, including costs and attorneys fees.

All costs described or set forth in this Paragraph 12.a. are hereafter “unallowable costs.”

b. Future Treatment of Unallowable Costs: These unallowable costs shall be separately determined and accounted for by Buena Vista, and Buena Vista 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 Buena Vista or any of its subsidiaries or affiliates to the Medicare, Medicaid, TRICARE, or FEHBP Programs.

c. Treatment of Unallowable Costs Previously Submitted for Payment: Buena Vista 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 Buena Vista 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. Buena Vista agrees that the United States, at a minimum, shall be entitled to recoup from Buena Vista 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 Buena Vista or any of its subsidiaries or affiliates on the effect of inclusion of unallowable costs (as defined in this Paragraph) on Buena Vista 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 Buena Vista's books and records to determine that no unallowable costs have been claimed in accordance with the provisions of this Paragraph.

13. Buena Vista agrees to cooperate fully and truthfully with the United States' investigation of individuals and entities not released in this Agreement, for the Covered Conduct. Upon reasonable notice, Buena Vista shall make reasonable efforts to facilitate access to, and encourage the cooperation of, its directors, officers, and employees for interviews and testimony, consistent with the rights and privileges of such individuals, and shall furnish to the United States, upon reasonable request, all non-privileged documents and records in its possession, custody, or control relating to the Covered Conduct.

14. 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 15, below.

15. Buena Vista 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.

16. Buena Vista Retirement Center, Inc. is not solvent and Buena Vista Health Care Services, Inc. has been defunct for years. Dr. Ghaffari, Mrs. Ghaffari and MDPA warrant that they have reviewed their financial situations and that they currently are solvent within the meaning of 11 U.S.C. §§ 547(b)(3) and 548(a)(1)(B)(ii)(I), and shall remain solvent following payment to the United States of the Settlement Amount. Further, the Parties warrant that, in evaluating whether to execute this Agreement, they (a) have intended that the mutual promises, covenants, and obligations set forth constitute a contemporaneous exchange for new value given to Buena Vista, within the meaning of 11 U.S.C. § 547(c)(1); and (b) conclude that these mutual promises, covenants, and obligations do, in fact, constitute such a contemporaneous exchange. Further, the Parties warrant that the mutual promises, covenants, and obligations set forth herein are intended to and do, in fact, represent a reasonably equivalent exchange of value that is not intended to hinder, delay, or defraud any entity that Buena Vista was or became indebted to on or after the date of this transfer, within the meaning of 11 U.S.C.

§ 548(a)(1).

17. If within 91 days of the Effective Date of this Agreement or of any payment made under this Agreement, Buena Vista commences, or a third party commences, any case, proceeding, or other action under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors (a) seeking to have any order for relief of Buena Vista's debts, or seeking to adjudicate Buena Vista as bankrupt or insolvent; or (b) seeking appointment of a receiver, trustee,

custodian, or other similar official for Buena Vista or for all or any substantial part of Buena Vista's assets, Buena Vista agrees as follows:

a. Buena Vista's obligations under this Agreement may not be avoided pursuant to 11 U.S.C. § 547, and Buena Vista shall not argue or otherwise take the position in any such case, proceeding, or action that: (i) Buena Vista's obligations under this Agreement may be avoided under 11 U.S.C. § 547; (ii) Dr. Ghaffari, Mrs. Ghaffari or MDPA were insolvent at the time this Agreement was entered into, or became insolvent as a result of the payment made to the United States; or (iii) the mutual promises, covenants, and obligations set forth in this Agreement do not constitute a contemporaneous exchange for new value given to Buena Vista.

b. If Buena Vista's obligations under this Agreement are avoided for any reason, including, but not limited to, through the exercise of a trustee's avoidance powers under the Bankruptcy Code, the United States, at its sole option, may rescind the releases in this Agreement, and bring any civil and/or administrative claim, action, or proceeding against Buena Vista for the claims that would otherwise be covered by the releases provided in Paragraph 2, above. Buena Vista agrees that (i) any such claims, actions, or proceedings brought by the United States (including any proceedings to exclude Buena Vista from participation in Medicare, Medicaid, or other Federal health care programs) are not subject to an "automatic stay" pursuant to 11 U.S.C. § 362(a) as a result of the action, case, or proceeding described in the first clause of this Paragraph, and Buena Vista shall not argue or otherwise contend that the United States' claims, actions, or proceedings are subject to an automatic stay; (ii) Buena Vista shall not plead, argue, or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel, or similar theories, to any such civil or administrative claims, actions, or proceeding that are

brought by the United States within 90 calendar days of written notification to Buena Vista that the releases have been rescinded pursuant to this Paragraph, except to the extent such defenses were available on November 2, 2001; and (iii) the United States has a valid claim against Buena Vista in the amount of \$57,727,769.10, and the United States may pursue its claim in the case, action, or proceeding referenced in the first clause of this Paragraph, as well as in any other case, action, or proceeding.

c. Buena Vista acknowledges that its agreements in this Paragraph are provided in exchange for valuable consideration provided in this Agreement.

18. Except as expressly provided to the contrary in this Agreement, 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. Buena Vista represents that this Agreement is freely and voluntarily entered into without any degree of duress or compulsion whatsoever.

20. Wright represents that this Agreement is freely and voluntarily entered into without any degree of duress or compulsion whatsoever.

21. This Agreement is governed by the laws of the United States. The Parties agree that the exclusive jurisdiction and venue for any dispute arising between and among the Parties under this Agreement is the United States District Court for the District of New Mexico.

22. This Agreement constitutes the complete agreement between the Parties. This Agreement may not be amended except by written consent of the Parties.

23. Upon receipt of the payments described in Paragraph 1.a.c. above, the United States and Relator shall promptly sign and file in the Civil Action a Satisfaction of the

Consent Judgment filed in the Civil Action pursuant to the terms of the Agreement.

24. The individuals signing this Agreement on behalf of Buena Vista represent and warrant that they are authorized by Buena Vista to execute this Agreement. The individual(s) signing this Agreement on behalf of Relator represent and warrant that they are authorized by Relator to execute this Agreement. The United States signatories represent that they are signing this Agreement in their official capacities and that they are authorized to execute this Agreement.

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

26. This Agreement is binding on Buena Vista's successors, transferees, heirs, and assigns.

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

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

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

THE UNITED STATES OF AMERICA

GREGORY J. FOURATT  
UNITED STATES ATTORNEY  
DISTRICT OF NEW MEXICO

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

HOWARD R. THOMAS  
ASSISTANT UNITED STATES ATTORNEY  
DISTRICT OF NEW MEXICO

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

GREGORY E. DEMSKE  
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

BUENA VISTA

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

ALI M. GHAFARI, M.D.

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

LINDA ROSE GHAFARI

BUENA VISTA RETIREMENT CENTER, INC.

DATED: \_\_\_\_\_

BY: \_\_\_\_\_, its \_\_\_\_\_

BUENA VISTA HEALTH CARE SERVICES, INC.

DATED: \_\_\_\_\_

BY: \_\_\_\_\_, its \_\_\_\_\_

MODRALL SPERLING ROEHL HARRIS & SISK, P.A.

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

JOHN J. KELLY  
EMIL J. KIEHNE  
COUNSEL FOR BUENA VISTA

DALISA WRIGHT, F/K/A/ DALISA BELL - RELATOR

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

DALISA WRIGHT, F/K/A DALISA BELL

DOERR & KNUDSON, P.A.

&

SANDERS & WESTBROOK, P.C.

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

RANDY KNUDSON  
MAUREEN SANDERS  
DUFF H. WESTBROOK

DATED: 3-18-09 BY:   
HOWARD R. THOMAS  
ASSISTANT UNITED STATES ATTORNEY  
DISTRICT OF NEW MEXICO

DATED: 3/13/09 BY:   
GREGORY E. DEMSKE  
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

BUENA VISTA

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
ALI M. GHAFARI, M.D.

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
LINDA ROSE GHAFARI

BUENA VISTA RETIREMENT CENTER, INC.

DATED: \_\_\_\_\_ BY: \_\_\_\_\_, its \_\_\_\_\_

BUENA VISTA HEALTH CARE SERVICES, INC.

DATED: \_\_\_\_\_ BY: \_\_\_\_\_, its \_\_\_\_\_

MODRALL SPERLING ROEHL HARRIS & SISK, P.A.

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

HOWARD R. THOMAS  
ASSISTANT UNITED STATES ATTORNEY  
DISTRICT OF NEW MEXICO

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

GREGORY E. DEMSKE  
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

BUENA VISTA

DATED: 3/17/09

BY: *Ali M. Ghaffari*

ALI M. GHAFFARI, M.D.

DATED: 3/17/09

BY: *Linda Rose Ghaffari, R.Ph.*

LINDA ROSE GHAFFARI

BUENA VISTA RETIREMENT CENTER, INC.

DATED: 3/17/09

BY: *Ali M. Ghaffari*, its \_\_\_\_\_

BUENA VISTA HEALTH CARE SERVICES, INC.

DATED: 3/17/09

BY: *Ali M. Ghaffari*, its \_\_\_\_\_

MODRALL SPERLING ROEHL HARRIS & SISK, P.A.

DATED: 3/18/09

BY:   
JOHN KELLY  
EMIL J. KIEHNE  
COUNSEL FOR BUENA VISTA

DALISA WRIGHT, F/K/A/ DALISA BELL - RELATOR

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
DALISA WRIGHT, F/K/A DALISA BELL

DOERR & KNUDSON, P.A.  
&  
SANDERS & WESTBROOK, P.C.

DATED: \_\_\_\_\_

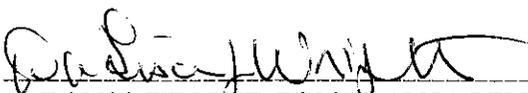
BY: \_\_\_\_\_  
RANDY KNUDSON  
MAUREEN SANDERS  
DUFF H. WESTBROOK

DATED: 3/18/09

BY:   
JOHN J. KELLY  
EMIL J. KIEHNE  
COUNSEL FOR BUENA VISTA

DALISA WRIGHT, F/K/A/ DALISA BELL - RELATOR

DATED: 3/19/09

BY:   
DALISA WRIGHT, F/K/A DALISA BELL

DOERR & KNUDSON, P.A.  
&  
SANDERS & WESTBROOK, P.C.

DATED: 3/19/09

BY:   
RANDY KNUDSON  
MAUREEN SANDERS  
DUFF H. WESTBROOK

1 UNITED STATES DISTRICT COURT  
2 FOR THE DISTRICT OF NEW MEXICO

3 UNITED STATES OF AMERICA, ex rel. )  
4 DALISA BELL, )  
5 Plaintiff, )  
6 v. )  
7 BUENA VISTA RETIREMENT CENTER, )  
8 INC., et al., )  
9 Defendants. )

01cv1248 MV/KBM

10 CONSENT JUDGMENT

11 Upon consent of the parties, and the Court being fully advised,

12 Judgment is hereby entered in favor of the United States of America against Defendants  
13 Ali M. Ghaffari, M.D., Linda R. Ghaffari, Buena Vista Retirement Center, Inc., Ali M. Ghaffari,  
14 Sr., M.D., P.A., and Buena Vista Health Care Services, Inc., jointly and severally, in the amount of  
15 \$1,000,000; and

16 Judgment is hereby entered in favor of the State of New Mexico against Defendants Ali M.  
17 Ghaffari, M.D., Linda R. Ghaffari, Buena Vista Retirement Center, Inc., Ali M. Ghaffari, Sr.,  
18 M.D., P.A., and Buena Vista Health Care Services, Inc., jointly and severally, in the amount of  
19 \$100,000; and

20 Judgment is hereby entered in favor of Relator Dalisa Wright, f/k/a Dalisa Bell, against  
21 Defendants Ali M. Ghaffari, M.D., Linda R. Ghaffari, Buena Vista Retirement Center, Inc., Ali  
22 M. Ghaffari, Sr., M.D., P.A., and Buena Vista Health Care Services, Inc., jointly and severally, in  
23 the amount of \$30,000.

24 Interest shall accrue on any unpaid principal amounts due under this Consent Judgment  
25 pursuant to 28 U.S.C. §1961.

26  
27  
28 MARTHA VÁZQUEZ  
CHIEF UNITED STATES DISTRICT JUDGE

1 APPROVED:

2 GREGORY J. FOURATT  
United States Attorney  
3 HOWARD R. THOMAS  
Assistant United States Attorney  
4

5 By: /s/ \_\_\_\_\_  
HOWARD R. THOMAS  
6 Assistant United States Attorney  
United States Attorney's Office  
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9  
10 STATE OF NEW MEXICO  
GARY KING, ATTORNEY GENERAL

11 By: /s/ \_\_\_\_\_  
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15 MODRALL SPERLING ROEHL HARRIS & SISK, P.A.  
16

17 By: /s/ \_\_\_\_\_  
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21 Attorneys for Defendants

22 DOERR & KNUDSON, P.A.

23 By: /s/  \_\_\_\_\_  
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&

27  
28

1 SANDERS & WESTBROOK, P.C.

2

By: /s/ \_\_\_\_\_

3 MAUREEN A. SANDERS

DUFF H. WESTBROOK

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Attorneys for Relator Dalisa Wright f/k/a/ Dalisa Bell

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