

STATE OF RHODE ISLAND
PROVIDENCE, SC

SUPERIOR COURT

LAWRENCE S. GATES, in his capacity)
as Secretary of Hopkins Manor, Ltd.,)
and as Managing Member of Hopkins)
Health Center LLC,)
Petitioner,)

vs.)

C.A. No. PC-2020-03413

HOPKINS MANOR, LTD., a Rhode Island)
Corporation, and HOPKINS HEALTH)
CENTER LLC, a Rhode Island Limited)
Liability Corporation,)
Respondents,)

administratively consolidated with

LAWRENCE GATES, in his capacity as)
a partner of HOPKINS HEALTH CENTER,)
a Rhode Island general partnership, and)
HOPKINS HEALTH CENTER, a Rhode)
Island General Partnership,)
Petitioners,)

v.)

C.A. No. PC-2020-03954

REAL PROPERTY LOCATED AT 608)
SMITHFIELD ROAD, NORTH)
PROVIDENCE, RHODE ISLAND 02904,)
and 610 SMITHFIELD ROAD, NORTH)
PROVIDENCE, RHODE ISLAND 02904,)
Respondent.)

**SPECIAL MASTER AND PERMANENT *IN REM* RECEIVER'S FIRST INTERIM
REPORT AND REQUEST FOR FEES**

NOW COMES, Jonathan N. Savage, Esq., solely in his capacity as Special Master
("Special Master") of Hopkins Manor, Ltd. ("Hopkins Manor") and Hopkins Health Center, LLC
("Hopkins Center," or together with Hopkins Manor, "Hopkins"), and Permanent *In Rem* Receiver

of 608 Smithfield Road, North Providence, Rhode Island 02904 and 610 Smithfield Road, North Providence, Rhode Island 02904, and hereby submits to the Court his First Interim Report and Request for Fees (“Report”). In support hereof, the Special Master respectfully recites as follows:

APPOINTMENT

PC-2020-03413

1. On or about April 23, 2020, Lawrence Gates (“Gates”), in his capacity as Secretary of Hopkins Manor, and Managing Member of Hopkins Center filed a Verified Petition for the Appointment of a Special Master (“Petition”). A copy of the Petition is attached hereto as **Exhibit A**.

2. The next day, the Court entered an order that appointed the Special Master as Temporary Special Master of Hopkins (“Temporary Order”). A copy of the Temporary Order is attached hereto as **Exhibit B**.

3. In connection with his appointment and pursuant to the Temporary Order, on April 27, 2020, the Special Master obtained a bond (“Bond”) in the amount of \$25,000. A copy of the Bond is attached hereto as **Exhibit C**, the original of which is on file with the Court.

4. On April 30, 2020, Hopkins Manor and Hopkins Center were each served with a citation (collectively, “Citations”) relative to the proceedings, informing them of the hearing on the appointment of a permanent special master, which was scheduled for May 22, 2020. A copy of the Citations are attached hereto as **Exhibit D**.

5. On May 6, 2020, the Special Master notified known creditors of Hopkins of the Temporary Order, and subsequently filed an affidavit of service with the Court.

6. Notice of the Temporary Order was published in *The Providence Journal* on May 8, 2020. A copy of such publication is attached hereto as **Exhibit E**.

7. Subsequently, on May 27, 2020, the Court entered an order that appointed the Special Master as Permanent Special Master of Hopkins (“Permanent Order”). A copy of the Permanent Order is attached hereto as **Exhibit F**.

8. Also on May 27, 2020, the Special Master notified known creditors of Hopkins of the Permanent Order, and subsequently filed an affidavit of service with the Court.

9. Notice of the Permanent Order was published in *The Providence Journal* on June 12, 2020. A copy of such publication is attached hereto as **Exhibit G**.

PC-2020-03954

10. On or about May 19, 2020, Gates, in his capacity as a partner of Hopkins Health Center, a Rhode Island general partnership (“Hopkins GP”), and Hopkins GP filed a Verified Petition for the Appointment of a Receiver relative to real property located at 608 Smithfield Road, North Providence, Rhode Island 02904 and 610 Smithfield Road, North Providence, Rhode Island 02904 (collectively, “the Real Property”).

11. Three days later, the Court entered an order that appointed the Special Master as Temporary Receiver of the Real Property (“*In Rem* Temporary Order”). A copy of the *In Rem* Temporary Order is attached hereto as **Exhibit H**.

12. In connection with his appointment and pursuant to the *In Rem* Temporary Order, on May 26, 2020, the Special Master obtained a bond (“*In Rem* Bond”) in the amount of \$25,000. A copy of the *In Rem* Bond is attached hereto as **Exhibit I**, the original of which is on file with the Court.

13. On May 27, 2020, the Special Master notified known creditors of the Real Property of the *In Rem* Temporary Order, and subsequently filed an affidavit of service with the Court.

14. The partners of Hopkins GP were each served with a citation (collectively, “Citations”) relative to the proceedings, informing them of the hearing on the appointment of a permanent receiver, which was scheduled for June 25, 2020. A copy of the Citations are attached hereto as **Exhibit J**.

15. Notice of the *In Rem* Temporary Order was published in *The Providence Journal* on June 8, 2020. A copy of such publication is attached hereto as **Exhibit K**.

16. Subsequently, on June 25, 2020, the Court entered an order that appointed the Special Master as Permanent *In Rem* Receiver of the Real Property (“Permanent *In Rem* Order”). A copy of the Permanent *In Rem* Order is attached hereto as **Exhibit L**.

17. Then, on June 29, 2020, the Special Master notified creditors of the Real Property known to him of the Permanent *In Rem* Order, and subsequently filed an affidavit of service with the Court.

18. Notice of the Permanent Order was published in *The Providence Journal* on July 20, 2020. A copy of such publication is attached hereto as **Exhibit M**.

19. The above-captioned proceedings, for the reasons set forth below, were administratively consolidated pursuant to an order entered on June 9, 2020 (“Consolidation Order”). A copy of the Consolidation Order is attached hereto as **Exhibit N**.

Actions Upon and After Appointment

20. After being appointed, the Special Master took over the day-to-day management of Hopkins in order to protect and maximize the value of the special mastership estate for the benefit of its creditors and the community. As more fully described herein, this effort has included reviewing and managing the organizational and financial structure of Hopkins; obtaining access to capital through federal and state programs; retaining accountants and attorneys to ensure

necessary audits and Medicaid reports were filed and employment-related issues were resolved; ensuring the existence of adequate insurance coverage; entering into a consulting relationship to arrange for oversight of the day-to-day operations of the facility at no additional cost to the special mastership estate; and collecting Medicaid accounts receivable that would have had *de minimis* value if sold to a third party.

21. In addition to those day-to-day management tasks, the Special Master has been faced with several emergencies, as more fully described herein, that have threatened the continued operation of Hopkins, the value of the special mastership estate, and the interests of its creditors. In order to protect these interests, the Special Master has, at times, been forced to undertake the in-depth oversight and direction of the affairs of Hopkins in crisis management situations. In addition to steering Hopkins through the COVID-19 epidemic, with over one hundred cases among residents in the facility, the Special Master has managed a bona fide staffing crisis (with the facility coming mere hours away from being evacuated); prepared for two labor strikes; contested, on an emergency basis, an erroneous Rhode Island Department of Health (“RIDOH”) finding and recommendation that the facility be placed on a track for immediate closure; and negotiated regularly with the labor union.

22. Furthermore, the Special Master, as more fully described below, conducted a public sale of Hopkins. The Special Master, from appointment, endeavored to quickly sell Hopkins to a qualified, capable purchaser that would be in the best position to manage the affairs of Hopkins for the benefit of its residents in these unprecedented times. In just two months’ time, the Special Master sold Hopkins at a public sale, which concluded in the execution of a Court-approved asset purchase agreement with a sale price of \$14,500,000, no contingencies, a \$5,000,000 non-refundable deposit, substantial protections for the current employees of Hopkins, and a

commitment for \$5,000,000 in capital improvements to make the facility far better for its residents and the community. This result realized a value for the facility that exceeded the highest offer received pre-petition by \$6,000,000, or over 70%.

Reviewing Hopkins' Organizational and Financial Structure

23. Initially upon his appointment, the Special Master made numerous requests for information to Anthony Barile (“Barile”) and Joseph Durand (“Durand”), the Administrator and Controller of Hopkins Manor, respectively. These requests included, among other things, requests for financial reports, all active contracts, employee information, contact information for management staff, census information, and Medicaid reimbursement data.

24. From that information, the Special Master, collaboratively with Durand, created cash projections and pro formas to understand the financial condition of Hopkins Manor. During periods of financial constraint, these projections and pro formas are regularly updated to allow the Special Master to actively manage Hopkins' cash position.

25. After constructing and reviewing the cash projection and pro formas, the Special Master determined that it was in the best interest of the special mastership estate to continue to operate—and eventually sell—Hopkins as a going concern.

26. In an effort to stabilize Hopkins' financial status prior to a sale, the Special Master applied for and successfully obtained approximately \$1,891,000 through the Paycheck Protection Program, approximately \$205,000 through the Rhode Island Workforce Stabilization Loan Program; and approximately \$875,000 through several federal grant disbursements under the CARES Act.

27. Also prior to a potential sale, the Special Master conducted due diligence relative to the organizational structure and assets of the entities subject to these proceedings. In reviewing

Hopkins' books and records and conducting due diligence relative to the assets of Hopkins, the Special Master discovered that the real property upon which the Hopkins facility was situated was owned not by Hopkins, but by a general partnership, Hopkins GP, which was not part of the special mastership proceedings.

28. Although the real property was being carried on the books and records of Hopkins Center, a review of the land evidence records revealed that the real property was held in fee simple by Hopkins GP. It appeared to the Special Master that the real property was intended to be transferred to Hopkins Center, but the corporate formality of executing and recording a deed never occurred.

29. After bringing this to the attention of the petitioner—Gates (who was also a partner of Hopkins GP according to a partnership agreement recorded in the land evidence records)—subsequently filed petition for the appointment of an *in rem* receiver of the Real Property.

30. Subsequently, the Special Master was appointed as *in rem* receiver of the Real Property, and the special mastership proceeding and *in rem* receivership proceeding were thereafter administratively consolidated.

COVID-19/Patient Care Ombudsman

31. Upon his appointment, the Special Master was informed that several residents of Hopkins Manor had tested positive for COVID-19. At that point, many other residents were also showing symptoms of COVID-19; however, early in the course of this proceeding, adequate and reliable COVID-19 testing was still not readily available in Rhode Island.

32. To combat the spread of COVID-19, the Special Master conducted a meeting with all members of the Hopkins Manor nursing and administrative team, which included Dr. Ralph Santoro (“Dr. Santoro”), Hopkins’ Medical Director, to review the infection control measures and

the infection control plan in effect. Additionally, after the Rhode Island Disaster Medical Assistance Team's ("DMAT") review of those control measures and control plan, the Special Master worked with the DMAT to rectify any noted deficiencies. Furthermore, the Rhode Island National Guard has conducted two training sessions with Hopkins' staff relative to the use of personal protective equipment and infection control.

33. In an attempt to further control the spread of COVID-19 and to ensure continued, adequate levels of patient care, the Special Master sought and was granted *ex parte* approval to engage Stefan Gravenstein, M.D. ("Dr. Gravenstein") as a patient care ombudsman. The Order authorizing the Special Master to engage Dr. Gravenstein is attached hereto as **Exhibit O**.

34. Dr. Gravenstein is a geriatrician who currently serves as the Director of the Division of Geriatrics and Palliative Medicine in the Department of Medicine at Rhode Island Hospital, The Miriam Hospital, and the Warren Alpert Medical School of Brown University.

35. Since his engagement, Dr. Gravenstein had consulted with and advised the Special Master on patient care and infection control processes through weekly phone conferences with the Special Master, Dr. Santoro, the Director and Assistant Directors of Nursing, and Barile.

36. The number of residents who tested positive for COVID-19 increased from less than five—at the time of the Special Master's appointment—to over seventy in May.

37. In addition to those residents, several of Hopkins' employees also tested positive for COVID-19, as discussed further below.

38. During the outbreak of COVID-19 at the facility, a total of over one-hundred residents and twenty staff members tested positive for the virus.

39. However, as a result of the Special Master's above-mentioned efforts, as of the filing of this Report, the number of positive COVID-19 results in residents has been reduced to zero.

40. The elimination of COVID-19 in the facility was accomplished through the careful coordination and management of staffing patterns, cohorting of residents, extensive staff training, constant testing, and facilities management.

41. One major part in first reducing and then effectively eliminating the spread of COVID-19 in the facility was the Special Master and Dr. Gravenstein's creation and implementation of a utility to track, predict and respond to COVID-19 outbreaks within the facility based on monitoring of resident vital signs and tracking of historical test results. The utility relies on cutting edge research, which allows Hopkins to effectively monitor and manage the location of residents within the facility to decrease the potential for spread.

Staffing

42. A significant issue that the Special Master faced upon appointment was ensuring the maintenance of adequate staffing at Hopkins. The initial staffing shortage was complicated not only by the fact that, at the time of appointment, there was a nation-wide staffing shortage for nursing homes, but also because Hopkins was subject to a collective bargaining agreement with SEIU District 1199NE ("the Union").

43. At the time of the Special Master's appointment, approximately fifty-two employees were out on leave, and approximately twenty employees had tested positive for COVID-19. At one point, the staffing shortage became so acute that RIDOH communicated a need to evacuate the facility if adequate staffing could not be secured within the hour. The Special Master remained in almost daily contact with the staffing coordinator at Hopkins, RIDOH, the

Department of Labor and Training, several staffing agencies and the Union regarding adequate staffing.

44. In particular, the Special Master's coordination with the scheduling coordinator was critical, as almost every day during the COVID-19 epidemic, staff had to be re-assigned and re-allocated to fill vacancies in the schedule.

45. In an effort to stabilize staffing, the Special Master began offering \$100 "pick-up" bonuses for employees that would "pick-up" additional shifts during particularly critical staffing shortages. Additionally, the Special Master paid an extra \$5 per hour, per employee until the third week of July and also made the Workforce Stabilization hazard payments. As a result, eligible employees earned an additional several hundred dollars per week in hazard pay.

46. While they had a negative financial impact on the estate, the "pick-up" bonuses and hazard payments successfully ensured adequate staffing levels until the census of the facility decreased to the point that normal scheduling could produce adequate staffing.

Ex Parte Retention of Accountants and Attorneys

47. Upon appointment, the Special Master coordinated with Blum, Shapiro & Company, P.C. ("Blum Shapiro"), Hopkins' tax and accounting vendor, to begin preparation of reports and audits as required by the Centers for Medicare & Medicaid Services ("CMS"), the United States Department of Housing and Urban Development ("HUD"), and the United States Department of Labor ("DOL").

48. The Special Master sought and obtained *ex parte* approval to engage Blum Shapiro initially for a cumulative cost of \$8,250, which amount was later increased by \$12,000, to draft, compile, and file Medicare cost reports (as required by CMS); Hopkins Manor's 2019 audit (as required by HUD); Hopkins Center 2019 audit (as required by HUD); and the audit of Hopkins

Manor's employees' requirement plan (as required by DOL and the Employee Retirement Income Security Act). The Special Master negotiations with Blum Shapiro resulted in the procurement of Blum Shapiro's agreement to conduct those services at a discounted rate of one hundred fifty dollars per hour. The orders granting the Special Master's retention of Blum Shapiro are attached as **Exhibit P**.

49. This was important because, for example, if the Medicare cost reports were not timely filed, CMS would have likely suspended Medicare payments, which accounted for a majority of Hopkins' revenue.

50. Also upon appointment, the Special Master sought and obtained *ex parte* approval to retain Whelan, Corrente & Flanders, LLP ("WCF") for employment-related issues, including (i) advising the Special Master on the effects of proposed sale transactions on the collective bargaining agreement ("CBA") that Hopkins has with the Union; and (ii) assisting the Special Master in labor negotiations with the Union to the extent necessary. The order granting the Special Master's retention of WCF is attached as **Exhibit Q**. As described below, WCF has been a beneficial asset in addressing the Union's threats of a strike, as described below.

Marketing and Sale of Real Property and Assets

51. Almost immediately upon appointment, the Special Master began receiving inquiries from parties interested in acquiring Hopkins, its assets, and the real property upon which the facility is situated.

52. In order to expedite and standardize the due diligence process for each of the potential purchasers, the Special Master created a virtual data room for each purchaser that was comprised of due diligence materials, which were available to potential purchasers after they

executed a nondisclosure agreement. The Special Master received nondisclosure agreements from twelve different potential purchasers.

53. These due diligence data rooms were updated frequently with additional requested due diligence materials. All data rooms were maintained with the same information for each prospective purchaser in order to ensure a standardized process.

54. The Special Master conducted over-the-phone interviews with each prospective purchaser that had signed a nondisclosure agreement to determine the veracity and legitimacy of any potential offer as well as to assess the purchaser's qualifications, credentials, and reputation.

55. The Special Master received an initial offer to purchase Hopkins for \$3.5 million, but after negotiations, that offer was increased to \$4 million. The Special Master received another offer between \$7 and \$8 million, and then another for \$9 million.

56. However, given the early stage of the proceeding and belief that the value of the estate could be further maximized, the Special Master continued to solicit and accept offers from other potential purchasers.

57. One of those potential purchasers was Tryko Partners ("Tryko"). Tryko had, several years before these proceedings, offered to purchase Hopkins for \$8.5 million, but that transaction was never finalized. Nevertheless, due to their familiarity with the facility, Tryko quickly performed its due diligence and submitted an initial offer to purchase Hopkins for \$12 million. To memorialize its offer, Tryko submitted a draft asset purchase agreement ("APA") to the Special Master.¹

¹ The APA was between the Special Master and Lincolnwood Property, LLC, a wholly owned subsidiary of Marquis Health Services ("Marquis"), which is a wholly owned, healthcare-focused subsidiary of Tryko.

58. The Special Master reviewed and revised the APA, removing almost all contingencies, except those related to title and an environmental study; removing almost all representations that would pose any risk to the special mastership estate; and removing many provisions that gave Tryko a unilateral or discretionary right to terminate the APA.

59. After receiving the Special Master's edits to the APA and negotiating terms with the Special Master, Tryko reduced its offer to \$10 million, which was formalized in a fully-executed APA, as revised and negotiated by the Special Master, which was subject to Court approval.

60. Just a month after his appointment, the Special Master sought Court approval of the \$10 million offer as set forth in the APA by filing a petition to sell with the Court.

61. Still, before the scheduled hearing on the petition to sell, the Special Master continued to negotiate with other potential purchasers that continued to express interest in purchasing Hopkins. These negotiations were extensive, occurring at all hours, seven days a week leading up to the auction.

62. As a result of the Special Master's continued negotiation with those other entities, Tryko increased its offer from \$10 million to \$11 million, \$5 million of which would be nonrefundable.

63. Also as a result of that continuing negotiation, the Special Master, in anticipation of an auction, developed bidding procedures and circulated those procedures to potential bidders. To ensure that potential bidders were legitimately involved, the Special Master imposed a qualifying condition, requiring bidders to submit a \$1 million deposit to the Special Master, which was refundable to the extent that the bidder was not successful at the auction. In an attempt to

solicit additional competitive bidders, the Special Master advertised the hearing date on the petition to sell in the print and digital versions of *The Providence Journal*.

64. Ultimately, three bidders, including Tryko, qualified to participate in the auction.

65. At the commencement of the hearing on the petition to sell, the Special Master informed the Court of Tryko's amended terms, including the increased purchase price of \$11 million, \$5 million of which would be a non-refundable deposit. Additionally, the Special Master noted the presence of other qualified bidders, and, as a result, the Court adjourned the Special Master, Tryko, and other qualified bidders to an auction.

66. The auction resulted in competitive bidding, and the highest and best bid, as determined by the Special Master in his business judgment and discretion, was made by Tryko. Tryko's bid included a purchase price of \$14.5 million, \$5 million of which would be a non-refundable deposit; a commitment to make \$5 million of capital expenditures within two years of closing; a commitment to retain ninety-five percent of Hopkins' employees; the allowance of \$1 million of the deposit to be used for operational expenses incurred by the special mastership estate; and Tryko's commitment to recognize the Union.

67. After the auction, the Special Master recommended that the Court authorize him to enter into the proposed APA, as amended to reflect Tryko's new, higher offer. After considering an objection filed by the Union and limited objection filed by HUD and Walker & Dunlop ("W+D"),² the Court granted the Special Master's petition to sell, and authorized the Special Master to enter into the APA, as amended to reflect Tryko's new, higher offer.

² The issues raised in the limited objections of HUD and W+D were resolved in a proposed order relative to the petition to sell jointly presented by the Special Master, HUD, and W+D.

68. The Special Master and Tryko thereafter executed an amendment to the APA to reflect Tryko's new, higher offer, and since then, Tryko has submitting an application with RIDOH, seeking approval for a change in effective control of Hopkins.

Ensuring Insurance Coverage

69. After appointment, the Special Master was notified that Hopkins' insurance coverage—both liability and hazard—was set to expire on June 1, 2020. Furthermore, Hopkins' insurance broker, USI Insurance Services, informed the Special Master that Hopkins' liability insurer, Hanover Insurance Company ("Hanover"), would not renew the policy on an occurrence basis, but would instead only renew the policy on a claims-made basis.

70. A claims-made policy generally provides less protection than an occurrence policy as it only covers those claims made during the effective dates of the policy. An occurrence policy generally covers claims made at any time, so long as the incident occurred during the effective dates of the policy. The change from occurrence to claims-made policies, according to USI, was an industry-wide modification.

71. While the Special Master was unable to renew the occurrence policy on an occurrence basis, he and USI were able to negotiate a one hundred twenty day extension of the current occurrence basis policy based upon the anticipated closing of the sale of Hopkins, as described above. As a result, the policy expiration date was extended from June 1, 2020 to October 1, 2020.

72. In addition to the liability insurance, Hopkins' other insurances, such as hazard and workers' compensation insurance, are currently active.

Consulting Agreement

73. After the Court's approval of the sale to Tryko, the Special Master began negotiations with Tryko representatives relative to a consulting arrangement that would allow the Special Master to leverage Tryko's operational expertise and resources in the operation of Hopkins Manor pending the closing of the sale. The consulting arrangement was set forth in a Consulting Agreement ("Consulting Agreement") entered into by the Special Master and Tryko (through its affiliate, Marquis).

74. The Consulting Agreement provides that Marquis will provide consulting advice and guidance on all aspects of the operations of the facility at no cost to the estate, and will commit to maintaining some in-person presence at the facility on a weekly basis. However, the Consulting Agreement in no way impeded the Special Master's authority and it did not authorize Marquis to make any decisions regarding any employees of the facility.

75. The Special Master worked collaboratively with RIDOH in his negotiation of the Consulting Agreement to ensure that its provisions and Marquis' scope of consultation did not require change in effective control approval.

76. Starting in the weeks following the Court's approval of the petition to sell, the Special Master and his representatives were engaged in regular communications and discussions with Marquis pertaining to the operation of the facility. These discussions ranged from review of vendors and pricing to management of accounts receivable. Further, as discussed below, Marquis has been instrumental in their support of the facility in preparing for the operational disruption caused by the threat of a labor strike by the Union.

Union Strike

77. On July 13, 2020, the Special Master received a notice of strike from the Union, indicating that Union employees would be engaging in a three-day strike from July 29, 2020 to August 1, 2020. The notice did not provide a reason for the strike, but after the Special Master notified RIDOH of the strike notice, he learned that the Union delivered a strike notice to every Union facility in the State.

78. Surprisingly, the strike notice was delivered minutes after the Special Master portrayed to the Union his intent to seek the permission of the Court to provide employees with a gratitude bonus, paid from the proceeds of the sale, for their diligent work during the proceeding and COVID-19 pandemic.

79. In response to the strike notice, the Special Master was forced to devote a large portion of time to preparing for the strike, including, but not limited to preparing and submitting a strike plan to RIDOH as is required by applicable regulations. Marquis was helpful in assisting the Special Master with developing the strike plan and in leveraging its vendor network to obtain temporary staffing to fill any vacancies caused by the strike. The strike planning and coordination of temporary staffing required daily consultation with RIDOH and Marquis.

80. Despite causing the Special Master to dedicate an excessive amount of time to strike preparation and consultation with RIDOH and Marquis, on July 20, 2020, the Union withdrew its initial strike notice and issued a new strike notice, noticing a three day strike that was set to begin on August 5, 2020 and end on August 8, 2020.

81. As a result, the Special Master was forced to devote substantial time to changing the logistics of covering the initially-noticed days of strike to the newly-noticed days of strike.

This required daily conferences with RIDOH, Marquis, and the vendor engaged to provide temporary staffing.

82. Once again, though, after substantial efforts by the Special Master to coordinate staffing coverage for the newly-noticed strike, the Union withdrew its notice of strike.

83. As of the filing of this report, the Union has not given any other notice of a strike.

RIDOH Investigation: the IJ

84. The Special Master has also devoted substantial time attending to a RIDOH investigation relative to an incident of employee misconduct that occurred on July 13, 2020, when an incident of consensual sexual activity occurred between a resident and an employee. Another employee witnessed that incident and immediately took action by reporting it to her supervisor, who, in turn, called the local police; dismissed the employee from the facility; interviewed the resident; and filed the required reports with RIDOH. The employee involved in the incident was immediately terminated, and the police department concluded their investigation and took no further action.

85. After receiving the reports pertaining to the incident, RIDOH immediately sent a surveyor to Hopkins to investigate. After conducting an initial investigation, the surveyor left the facility, but soon returned and explained to Barile that RIDOH would be declaring that the incident amounted to a finding of an “immediate jeopardy” or “IJ.” An IJ finding arises when RIDOH believes that the other residents of a facility are in immediate danger of abuse.

86. However, an IJ finding is not finalized until CMS, after reviewing information gathered by RIDOH, adopts the finding of, and report prepared by, RIDOH. If CMS does not agree with RIDOH’s finding, CMS can reject RIDOH’s recommendation.

87. Immediately upon learning of the incident and the impending threat of an IJ finding, the Special Master, took all statutory and regulatory required action, such as submitting a remediation plan, and immediately contacted RIDOH to dispute the IJ finding. Although the Special Master did not dispute that the incident amounted to troubling misconduct on the part of one employee, he did dispute RIDOH's classification of the incident as warranting an IJ.

88. Because the employee had been appropriately terminated, and a remediation plan had been submitted, the Special Master's concern turned to the substantially detrimental effects to the special mastership estate that would flow from an IJ finding. The risk to the special mastership estate was significant, including the threat to the impending closing of the sale to Tryko, the preclusion of obtaining new admissions to the facility, and the reduction of the facility's Medicaid rating from three stars to one star. After reviewing the relevant statutory and regulatory framework, the Special Master took the reasoned position that such a finding was, or would be, arbitrary and capricious, based, in part, on a recent decision of the Department of Health and Human Services' Departmental Appeals Board.

89. The Special Master then attempted to work collaboratively with RIDOH's staff to determine the basis for RIDOH's determination that a finding of an IJ was warranted. However, the Special Master's efforts were met with surprisingly severe resistance, creating confusion between both parties and further raising the specter of significant harm to the special mastership estate. The Special Master received conflicting answers on the result of its IJ determination—on one hand, he was informed that RIDOH would make a recommendation to CMS as to whether the incident amounted to an IJ, yet on the other, the Special Master was told that RIDOH was merely an investigatory arm of CMS and made no such recommendation.

90. Simultaneously, the Special Master engaged the principals of Tryko in a continuing dialogue relative to the investigation, the Special Master's position that the initial conclusion of RIDOH had been arbitrary and capricious in light of the clear language of the CMS regulations governing findings of an IJ, and the Special Master's strategy in contesting and correcting such arbitrary findings. Through these dialogues, it became clear to the Special Master that these erroneous findings would significantly impair the value of the special mastership estate and the logical implication of that effect was that a reasonable purchaser might seek to leverage any available justification for renegotiating or cancelling their obligation to purchase the assets of Hopkins.

91. Given the threat to the special mastership estate and continued operation of Hopkins Manor, the Special Master filed an emergency *ex parte* motion for a temporary restraining order, asking the Court to enjoin RIDOH from making an IJ recommendation to CMS.

92. The Court held a chambers conference relative to the Special Master's request at which representatives of RIDOH and RIDOH's attorney were present. At that conference RIDOH explained to the Court that it was only an investigatory agent for CMS and that RIDOH itself does not make recommendations to CMS.³ The Court then provided RIDOH with time to file a responsive pleading to the Special Master's request for a temporary restraining order.

93. Fortunately, however, while the Special Master continued to cooperate and work together with RIDOH staff, the Special Master received a letter from RIDOH, enclosing a form from CMS, stating that CMS would find no further deficiencies based upon the actions Hopkins

³ The Special Master later received a letter from RIDOH, stating that it was "recommending to [CMS] Regional Office and/or State Medicaid Agency, termination of [Hopkins'] participation in the Medicaid and Medicaid programs."

took in response to the incident. As a result, no IJ finding was ultimately imposed, and the issue has now been resolved without court intervention.

Resolving Medicaid Accounts Receivable

94. The “excluded assets” of the sale of Hopkins include accounts receivable that accrued prior to the closing of the sale, including Medicaid accounts receivable (“Medicaid AR”). Over the past several years, Hopkins has accrued well over \$1 million in Medicaid AR. The Medicaid AR resulted from a plethora of issues, primarily related to the State of Rhode Island’s roll-out of the Unified Health Infrastructure Project (“UHIP”), including applications that either were never initially processed or were denied for eligibility issues.

95. In an effort to maximize the value of the estate, the Special Master had preliminary negotiations with Tryko about purchasing the Medicaid AR. Upon an initial evaluation, however, Tryko evaluated non-current Medicaid AR as having no value. As a result, to maximize value to the estate through a sale of the Medicaid AR to Tryko or another entity, the Special Master has endeavored to bring as many of these older Medicaid AR current.

96. To do so, the Special Master has worked closely with the Executive Office of Health and Human Services, and although these efforts have increased administrative costs, those costs have been far outweighed by the Special Master’s successful collection of several hundred thousand dollars in outstanding Medicaid AR.

97. As of July 31, 2020, the Special Master collected approximately \$283,400 of Medicaid AR. The value of this AR, if sold to a third party, would have been mere pennies on the dollar.

Current Financial Status of Hopkins

98. From his appointment until July 13, 2020, the Special Master has receipts totaling \$4,529,371.24, and disbursements totaling \$3,487,374.09, however, these numbers include monies received from the Workforce Stabilization Loan program and from the CARES Act Health and Human Services grant program.

99. As of July 31, 2020, Hopkins has cash on hand of approximately \$3.69 million; however, the majority of those funds—approximately \$2.95 million—are restricted and/or are loans obtained from the PPP or other loan programs, as described above, and are potentially subject to repayment.

100. In addition, the Special Master has on deposit the \$5 million non-refundable deposit from Tryko, \$1 million of which is available for the payment of expenses subject to notice and approval by Tryko, not to be unreasonably withheld.

101. As of August 6, 2020, Hopkins had accrued about \$1 million in pre-petition liabilities, and about \$368,000 in post-petition liabilities, over and above the loans/restricted grants discussed, above. Such amounts will be subject to the proof of claim process.

102. Between May 1, 2020 and June 30, 2020, Hopkins Manor had an operating loss of approximately \$349,000. The Special Master anticipated an increased loss for July, 2020 based upon the costs associated with the threatened labor strike and decreased census at the facility.

Request for Costs and Expenses

103. As of July 31, 2020, the Special Master and members of the Special Master's law firm have devoted a cumulative total of approximately 815 hours to this matter, and incurred \$240,062.00 in legal fees. The Special Master confirms that those fees were incurred as necessary for the benefit of the Special Mastership estate.

104. Additionally, the Special Master incurred \$8,650.15 in out-of-pocket expenses up to July 31, 2020 relative to these proceedings.

105. Accordingly, the Special Master requests that the Court approve the Special Master's legal fees and out-of-pocket costs and expenses, confirm that such fees, costs, and expenses were incurred for the benefit of the Special Mastership estate, and authorize the payment of such legal fees, costs, and expenses cumulatively totaling \$248,712.15. The Special Master's invoice has been submitted to the Court for an *in camera* review. If so authorized by the Court, the Special Master will present such invoice to any party.

WHEREFORE, for the foregoing reasons, the Special Master respectfully request that the Court schedule this matter for hearing and at the conclusion of said hearing issue an Order that:

1. Approves the Special Master's First Interim Report and First Request for Fees;
2. Approves the Receiver's request for fees and out-of-pocket expenses in the amount of \$248,712.15;
3. Orders that this proceeding remain open pending final resolution of all the issues identified herein and the general winding down of the special mastership estate;
4. Approves, confirms, and ratifies the acts, doings, and disbursements of the Special Master; and
5. Orders any other relief as the Court deems necessary.

JONATHAN N. SAVAGE, ESQ., solely as permanent Special Master of Hopkins Manor, Ltd. and Hopkins Health Center, LLC and as permanent *in rem* receiver of real property located at 608 Smithfield Road, North Providence, Rhode Island 02904, and 610 Smithfield Road, North Providence, Rhode Island 02904, and not individually,

By and through his attorneys,

/s/ Christopher J. Fragomeni
Christopher J. Fragomeni, Esq. (9476)
SHECHTMAN HALPERIN SAVAGE, LLP
1080 Main Street, Pawtucket, RI 02860
P: 401-272-1400 | F: 401-272-1403
cfragomeni@shslawfirm.com

CERTIFICATE OF SERVICE

I hereby certify that on the 17th day of August, 2020, I filed and served this document through the electronic filing system. The document electronically filed and served is available for viewing and/or downloading from the Rhode Island Judiciary's Electronic Filing System. I also mailed this document to all parties listed in a subsequently filed affidavit of service.

/s/ Christopher J. Fragomeni

Special Master and Permanent *In Rem* Receiver's First Interim
Report and Request for Fees

Exhibit A

STATE OF RHODE ISLAND
PROVIDENCE, SC

SUPERIOR COURT

LAWRENCE S. GATES, in his capacity :
as Secretary of Hopkins Manor, Ltd., :
and as Managing Member of Hopkins :
Health Center LLC, :
Petitioner :

vs. :

P.M. No.: _____

HOPKINS MANOR, LTD., a Rhode Island :
Corporation, and HOPKINS HEALTH :
CENTER LLC, a Rhode Island Limited :
Liability Corporation, :
Respondents :

VERIFIED PETITION FOR THE APPOINTMENT OF A SPECIAL MASTER

1. Petitioner, Lawrence S. Gates, is a resident of Palm Beach, Florida, and is the Secretary of Respondent Hopkins Manor, Ltd. (“Hopkins Manor”) and the Managing Member of Respondent Hopkins Health Center LLC (“Hopkins Health Center”).

2. Respondent Hopkins Manor is a Rhode Island corporation organized under the provisions of Chapter 7-1.2 of the Rhode Island General Laws, 1956, as amended, and has a principal place of business located at 610 Smithfield Road, North Providence, Rhode Island 02904. Hopkins Manor holds the nursing home license for the nursing home facility at that address, known as Hopkins Manor, and operates that nursing home.

3. Respondent Hopkins Health Center is a Rhode Island limited liability company organized under the provisions of Chapter 7-1.2 of the Rhode Island General Laws, 1956, as amended, and has a principal place of business at 608 Smithfield Road, North Providence, Rhode Island 02904. Hopkins Health Center owns the property located at 610 Smithfield Road, North Providence, Rhode Island, where the nursing home is located, and leases that property to

Hopkins Manor. Hopkins Health Center and Hopkins Manor are collectively referred to below as the “Respondents.”

4. Petitioner owns a majority interest in the Respondents.

5. The Respondents are in need of court intervention because they are suffering financial losses which may result in the inability to pay their debts in the ordinary course of business. The Respondents’ fiscal distress has been exacerbated by the ongoing COVID-19 pandemic, which has resulted in a decrease in the Respondents’ already-limited revenues. Moreover, the Respondents recently discovered that certain residents and staff of the Hopkins Manor nursing home have contracted COVID-19, which is expected to further erode the Respondents’ financial condition and outlook. Petitioner believes that there is a risk of corporate assets being wasted or lost.

6. Petitioner has made every reasonable effort to improve the Respondents’ finances in a way that would not require court intervention, would be fair to all parties, and would be in the best interests of the Respondents, their employees, clients, and creditors.

7. Despite Petitioner’s best reasonable efforts, the Respondents remain in a perilous financial situation and, absent court intervention, may be forced to shut down their operations and seek liquidation – a grim prospect not only for Petitioner, but especially for the residents of the Hopkins Manor nursing home, and for creditors of the Respondents. Petitioner has been notified that the audited financial statements for Hopkins Health Center and Hopkins Manor for 12/31/2019 will include a “going concern” auditor’s opinion.

8. Petitioner petitions this Court on the grounds that he is responsible for management of the Respondents, and he is unable to improve the Respondents’ finances absent court intervention and the appointment of a Special Master to oversee the Respondents.

Petitioner further states that the Respondents will attempt to continue to provide the same high level of care and essential services to the residents of the Hopkins Manor nursing home.

9. In the opinion of the Petitioner, it is urgent and advisable that a Special Master with the powers of a statutory permanent receiver be appointed immediately to take charge of the affairs, assets, estate, effects and property of the Respondents to preserve the same.

10. Given the complexity of the issues and non-routine nature of this matter, Petitioner respectfully requests the appointment of a Special Master with the powers of a statutory receiver.

11. This Petition is made in good faith for the protection of the business of the Respondents, and for the benefit of their creditors, the residents of the Hopkins Manor nursing home, and the Respondents' employees.

12. The appointment of a Special Master with the powers of a permanent receiver is most desirable to protect the *status quo* of the Respondents pending a restructuring of the Respondents' finances and, if necessary, to effectuate a sale of the Respondents as going concerns.

13. This Petition is filed to seek relief as prayed by virtue of and pursuant to this Court's equity powers as authorized by the laws and statutes of the State of Rhode Island.

WHEREFORE, Petitioner respectfully prays that this Honorable Court:

- a. Appoint a Temporary Special Master forthwith and also appoint a Permanent Special Master to manage the Respondents' day-to-day operations and to take charge of the assets, current operations, affairs, estates, effects, and property of the Respondents, pursuant to Super. R. Civ. P. 66;
- b. Enjoin the institution, or continuation, by any of the Respondents' creditors of a lawsuit, proceeding, or foreclosure against the Respondents and any of their assets; and,
- c. Such further relief as the Court deems appropriate.

Lawrence S. Gates
Lawrence S. Gates

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me on this 23 day of April, 2020, by Lawrence S. Gates, who is (check one) personally known to me or who produced a _____ as identification, regarding the above Verified Petition for Appointment of a Special Master and to whose signature this notarization applies.

SARAH E MORRIS
Notary Public Signature
Notary Public Printed Name



CERTIFICATE OF ATTORNEYS

We, the undersigned, Attorneys for the Petitioner, certify that this Petition is made in good faith for protection of the *status quo* of the Respondents pending an improvement in the Respondents' finances and, if necessary, to effectuate a sale of the Respondents as going concerns.

PETITIONER LAWRENCE S. GATES

By his attorneys,

/s/ Joseph D. Whelan

Joseph D. Whelan, Esquire (#5694)

Robert Clark Corrente, Esquire (#2632)

Christopher N. Dawson, Esquire (#8508)

WHELAN CORRENTE & FLANDERS LLP

100 Westminster Street, #710

Providence, RI 02903

jwhelan@whelancorrente.com

rcorrente@whelancorrente.com

cdawson@whelancorrente.com

Tel: 401-270-4500

Fax: 401-270-3760

Date: April 23, 2020

Special Master and Permanent *In Rem* Receiver's First Interim
Report and Request for Fees

Exhibit B

STATE OF RHODE ISLAND
PROVIDENCE, SC

SUPERIOR COURT

)
LAWRENCE S. GATES, in his capacity)
as Secretary of Hopkins Manor, Ltd.,)
and as Managing Member of Hopkins)
Health Center LLC,)
 Petitioner)
)
vs.)
)
HOPKINS MANOR, LTD., a Rhode Island)
Corporation, and HOPKINS HEALTH)
CENTER LLC, a Rhode Island Limited)
Liability Corporation,)
 Respondents)
_____)

P.M. No.: PC-2020-03413

ORDER APPOINTING TEMPORARY SPECIAL MASTER

The above matter came before the Honorable Brian P. Stern on April 24, 2020 on a Joint Verified Petition for the Appointment of a Special Master. After hearing and upon consideration thereof, it is hereby

ORDERED, ADJUDGED, AND DECREED

1. That Jonathan N. Savage, Esq. be and hereby is appointed as Special Master (“Master”) of Hopkins Manor, Ltd. and Hopkins Health Center, LLC (collectively, “Respondents”).

2. That the Master shall, no later than five (5) days from the date hereof, file a bond in the sum of \$ 25,000 with any surety company authorized to do business in the State of Rhode Island as surety thereon, conditioned that the Master will well and truly perform the duties of said

Filed Providence Superior Court
April 24, 2020
Carin Miley, Deputy Clerk I

office and duly account for all monies and property which may come into the Master's hands and abide by and perform all things which the Master will be directed to do by this Court.

3. That said Master is authorized to take possession and charge of the property and assets of the Respondents, to collect the debts and property belonging to them and to preserve the same until further Order of this Court.

4. That said Master is authorized until further Order of this Court, in the Master's discretion and as said Master deems appropriate and advisable, to conduct the business of said Respondents, to borrow money from time to time, to purchase, for cash or upon credit, merchandise, materials and other property, to engage appraisers and/or employees and assistants, clerical or otherwise, and pay all such individuals and entities in the usual course of business, and to do and perform or cause to be done and performed all other acts and things as are appropriate in the premises.

5. That the Master and the law firm of which the Master is a member are hereby engaged as general counsel to said Master.

6. This Court finds that the designation of the aforesaid person as Master herein is warranted and required because of said Master's specialized expertise and experience in overseeing similar businesses in Mastership and in administering non-routine Masterships which involve unusual or complex legal, financial or business issues.

7. That the Master is hereby authorized and empowered to sell at public auction any or all of the assets of the Respondents. The Master is also authorized to engage an auctioneer and to insert such display ads within or without the State of Rhode Island as the Master deems proper advertising for such sale. Such public auction sale conducted by said Master in accordance with the provisions of this paragraph shall be considered and is hereby declared to be commercially

reasonable sale, and such sale shall constitute compliance with the requirements of commercially reasonable sale as set forth in Article of the Uniform Commercial Code as enacted in Rhode Island.

8. That the commencement, prosecution, or continuance of the prosecution, of any action, suit, arbitration proceeding, hearing, or any foreclosure, reclamation or repossession proceeding, both judicial and non-judicial, or any other proceeding, in law, or in equity or under any statute, or otherwise, against said Respondents or any of their property, in any Court, agency, tribunal, or elsewhere, or before any arbitrator, or otherwise by any creditor, stockholder, corporation, partnership or any other person, or the levy of any attachment, execution or other process upon or against any property of said Respondents, or the taking or attempting to take into possession any property in the possession of the Respondents or of which the Respondents have the right to possession, or the cancellation at any time during the Mastership proceeding herein of any insurance policy, lease or other contract with Respondents, by any of such parties as aforesaid, other than the Master designated as aforesaid, or the termination of telephone, electric, gas or other utility service to Respondents, by any public utility, without prior approval thereof from this Honorable Court, in which connection said Master shall be entitled to prior notice and an opportunity to be heard, are hereby restrained and enjoined until further Order of this Court.

9. That a Citation be issued to said Respondents, returnable to the Superior Court sitting at Providence County, Providence, Rhode Island, on May 22, 2020, at 9:30am, at which time and place this cause is set down for hearing on the prayer for the Appointment of a Permanent Special Master; that the Clerk of this Court shall give Notice of the pendency of the Petition herein by publishing this Order Appointing Temporary Master once in *The Providence Journal* on or before May 8, 2020, and the Master shall give further notice by mailing, on or before May 8, 2020,

a copy of said Order Appointing Temporary Master to each of Respondents' creditors and stockholders whose address is known or may become known to the Master.

ENTERED as an order of this Court this 24th day of April, 2020.

ENTERED:

BY ORDER:

/s/ Brian P. Stern, J.

/s/ Carin Miley
Deputy Clerk I

Stern, J., Associate Justice
Dated: April 24, 2020

Clerk, Superior Court
April 24, 2020

Presented by:

/s/ Jonathan N. Savage
Jonathan N. Savage, Esq.
SHECHTMAN HALPERIN SAVAGE, LLP
1080 Main Street, Pawtucket, RI 02860
P: 401-272-1400 | F: 401-272-1403
jsavage@shslawfirm.com

Special Master and Permanent *In Rem* Receiver's First Interim
Report and Request for Fees

Exhibit C

LAWRENCE S. GATES, in his capacity
as Secretary of Hopkins Manor, Ltd.,
and as Managing Member of Hopkins
Health Center LLC
Plaintiff(s)

Vs.

HOPKINS MANOR, LTD., a Rhode Island
Corporation, and HOPKINS HEALTH
CENTER LLC, a Rhode Island Limited
Liability Corporation
Defendant(s)

BOND OF SPECIAL MASTER

KNOW ALL BY THESE PRESENTS: That we Jonathan N Savage
As Principal (s), and Selective Insurance Company of America a New Jersey corporation
authorized to transact surety business in the State of Rhode Island, as Surety, are held and firmly bound unto the
Superior Court of the County of Providence State aforesaid, as Obligee in the
penal sum of Twenty Five Thousand Dollars (\$25,000.00), lawful money of the United States of
America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, legal representatives,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, by an order of the Superior Court of the County of Providence
State aforesaid, duly made on April 24, 2020, in the above titled action, the above bounden
Jonathan N Savage

Was appointed Special Master therein, and he was ordered before entering upon the discharge of his duties as such
Receiver, to execute a bond according to law in the said sum of \$ \$25,000.00

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That, the said
Jonathan N Savage as such
Special Master, shall faithfully discharge his duties in this action and obey the orders of the Court therein;
Then this obligation shall be void, otherwise to remain in force and effect.

SIGNED AND SEALED this 27th day of April, 2020

Jonathan N Savage

By _____
Principal

Selective Insurance Company of America

By Andrew P. Troy
Andrew P. Troy - Attorney in Fact



Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000
Bond No. B 1229726

POWER OF ATTORNEY

Special Master

SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint **Andrew P. Troy**

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: **Twenty Five Thousand Dollars (\$25,000.00)**

Signed this 27th day of April, 2020

SELECTIVE INSURANCE COMPANY OF AMERICA

By:

Brian C. Sarisky
Its SVP, Strategic Business Units, Commercial Division



CERTIFIED COPY

STATE OF NEW JERSEY :

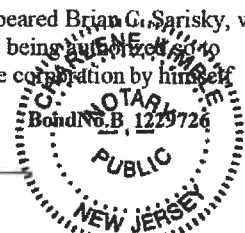
:ss. Branchville

COUNTY OF SUSSEX :

On this 27th day of April, 2020 before me, the undersigned officer, personally appeared **Brian C. Sarisky**, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being authorized to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by himself as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA.

Charlene Kimble
Notary Public of New Jersey
My Commission Expires 6/2/2021

Notary Public



The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolutions in full force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this 27th day of April, 2020

Michael H. Lanza, SICA Corporate Secretary



Important Notice: If the bond number embedded within the Notary Seal does not match the number in the upper right-hand corner of this Power of Attorney, contact us at 973-948-3000.

SELECTIVE INSURANCESM

Selective Insurance Company of America
 40 Wantage Avenue
 Branchville, New Jersey 07890
 973-948-3000

BondNo.B 1229726

Special Master

STATEMENT OF FINANCIAL CONDITION

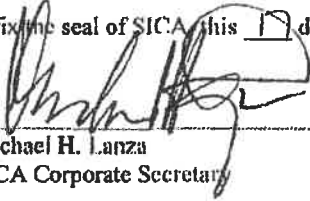
I hereby certify that the following information is contained in the Annual Statement of Selective Insurance Company of America ("SICA") to the New Jersey Department of Banking and Insurance as of December 31, 2019:

<u>ADMITTED ASSETS (in thousands)</u>		<u>LIABILITIES AND SURPLUS (in thousands)</u>	
Bonds	\$1,822,293	Reserve for losses and loss expenses	\$1,119,532
Preferred stocks at convention value	15,960	Reserve for unearned premiums	434,068
Common stocks at convention values	63,288	Provision for unauthorized reinsurance	588
Subsidiary common stock at convention values	0	Commissions payable and contingent commissions	32,565
Short-term investments	109,584	Other accrued expenses	33,869
Mortgage loans on real estate (including collateral loans)	21,163	Other liabilities	<u>395,608</u>
Other invested assets	121,112	Total liabilities	2,016,230
Interest and dividends due or accrued	14,561		
Premiums receivable	407,001	Surplus as regards policyholders	<u>680,090</u>
Other admitted assets	<u>121,358</u>		
Total admitted assets	<u>2,696,320</u>	Total liabilities and surplus as regards policyholders	<u>2,696,320</u>

I further certify that the following is a true and exact excerpt from Article VII, Section 1 of the By-Laws of SICA, which is still valid and existing.

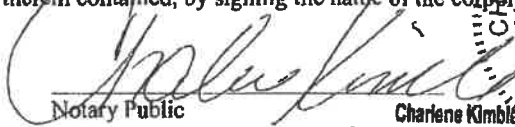
The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

IN WITNESS WHEREOF, I hereunto subscribe my name and affix the seal of SICA, this 17 day of March, 2020.

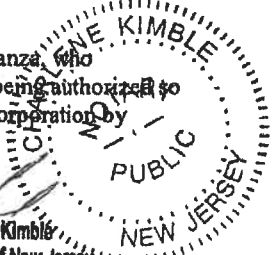

 Michael H. Lanza
 SICA Corporate Secretary

STATE OF NEW JERSEY :
 :ss. Branchville
 COUNTY OF SUSSEX :

On this 17 day of March, 2020, before me, the undersigned officer, personally appeared Michael H. Lanza who acknowledged himself to be the Corporate Secretary of SICA, and that he, as such Corporate Secretary, being authorized to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Corporate Secretary.


 Notary Public

My Commission Expires:


 Charlene Kimble
 Notary Public of New Jersey
 My Commission Expires 6/2/2021

Special Master and Permanent *In Rem* Receiver's First Interim
Report and Request for Fees

Exhibit D



RECEIVERSHIP CITATION

Office of the Clerk of the Superior Court

To the Sheriffs of our Several Counties,
or to their Deputies,

PC: 2020-03413

You are hereby required to notify:

HOPKINS MANOR, LTD., a Rhode Island Corporation, and HOPKINS HEALTH CENTER LLC,
a Rhode Island Limited Liability Corporation
..... *Respondents*
of the filing in this office of a petition by

LAWRENCE S. GATES, in his capacity as Secretary of Hopkins Manor, Ltd., and as Managing Member of Hopkins Health Center LLC
..... *Petitioner*

..... representing, among other things, that the respondent corporation is insolvent in that it is unable to meet..
..... its obligations as they mature in the ordinary course of business and.....
..... that the appointment of a Permanent Special Master is advisable to conserve and protect the assets and
..... effects from potential suits and attachments.....

..... AND PRAYING

..... That the Court appoint a Special Master for Respondents Corporations.....

and also cite the said respondent to appear before our Superior Court, at **Providence** in the County of **Providence** on **22nd day of May, 2020, A.D.** at 9:30 o'clock AM, that s(he) may then and there show cause, if any s(he) has, why the prayer of said petition should not be granted.

Hereof fail not and make true return of this writ with your doings thereon.

Witness, the Seal of our SUPERIOR COURT, this 27th day of April, 2020 A.D



.../s/ SUSAN M DIGGINS..., CLERK



STATE OF RHODE ISLAND AND

PROVIDENCE PLANTATIONS

SUPERIOR COURT

LAWRENCE S. GATES, in his capacity as Secretary of Hopkins Manor, Ltd., and as Managing Member of Hopkins Health Center LLC Petitioner	Civil Action File Number PC-2020-03413
vs	
HOPKINS MANOR, LTD., a Rhode Island Corporation, and HOPKINS HEALTH CENTER LLC, a Rhode Island Limited Liability Corporation, Respondents	

PROOF OF SERVICE

I hereby certify that on the date below I served a copy of the Citation dated 4-30-2020 received herewith upon the Defendant, ANTHONY BARILE, by delivering or leaving said papers in the following manner: IN HAND DID NOT SIGN DUE TO COVID-19

- With the Defendant personally. 5'10" 180 LBS GRAY HAIR GLASSES
- At the Defendant's dwelling house or usual place of abode with a person of suitable age and discretion then residing therein.
Name of person of suitable age and discretion _____

Address of dwelling house or usual place of abode
608 SMITHFIELD RD N. PROVIDENCE RI 02904

Age _____
Relationship to the Defendant _____

I was unable to make service after the following reasonable attempts: _____

SERVICE DATE: 4 / 30 / 2020 9:40 AM SERVICE FEE \$ 48
Month Day Year

Signature of ~~SHERIFF~~ or DEPUTY SHERIFF or CONSTABLE

Anthony Calabro 0139

RHODE ISLAND
CONSTABLE
ANTHONY CALABRO
0139





RECEIVERSHIP CITATION

Office of the Clerk of the Superior Court

To the Sheriffs of our Several Counties,
or to their Deputies,

PC: 2020-03413

You are hereby required to notify:

HOPKINS MANOR, LTD., a Rhode Island Corporation, and HOPKINS HEALTH CENTER LLC,
a Rhode Island Limited Liability Corporation
..... *Respondents*
of the filing in this office of a petition by

LAWRENCE S. GATES, in his capacity as Secretary of Hopkins Manor, Ltd., and as Managing Member of Hopkins Health Center LLC
..... *Petitioner*

..... representing, among other things, that the respondent corporation is insolvent in that it is unable to meet..
..... its obligations as they mature in the ordinary course of business and.....
..... that the appointment of a Permanent Special Master is advisable to conserve and protect the assets and
..... effects from potential suits and attachments.....

..... AND PRAYING

..... That the Court appoint a Special Master for Respondents Corporations.....

and also cite the said respondent to appear before our Superior Court, at **Providence** in the County of **Providence** on **22nd day of May, 2020, A.D.** at 9:30 o'clock AM, that s(he) may then and there show cause, if any s(he) has, why the prayer of said petition should not be granted.

Hereof fail not and make true return of this writ with your doings thereon.

Witness, the Seal of our SUPERIOR COURT, this 27th day of April, 2020 A.D



.../s/ SUSAN M DIGGINS..., CLERK



STATE OF RHODE ISLAND AND

PROVIDENCE PLANTATIONS

SUPERIOR COURT

LAWRENCE S. GATES, in his capacity as Secretary of Hopkins Manor, Ltd., and as Managing Member of Hopkins Health Center LLC Petitioner	Civil Action File Number PC-2020-03413
vs	
HOPKINS MANOR, LTD., a Rhode Island Corporation, and HOPKINS HEALTH CENTER LLC, a Rhode Island Limited Liability Corporation, Respondents	

PROOF OF SERVICE

I hereby certify that on the date below I served a copy of the Citation dated 4-30-2020 received herewith upon the Defendant, ANTHONY BARILE, by delivering or leaving said papers in the following manner: IN HAND DID NOT SIGN DUE TO COVID-19

- With the Defendant personally. 5'10" 180 LBS GRAY HAIR GLASSES
- At the Defendant's dwelling house or usual place of abode with a person of suitable age and discretion then residing therein.
Name of person of suitable age and discretion _____

Address of dwelling house or usual place of abode
608 SMITHFIELD RD N. PROVIDENCE RI 02904

Age _____
Relationship to the Defendant _____

I was unable to make service after the following reasonable attempts: _____

SERVICE DATE: 4 / 30 / 2020 9:40 AM SERVICE FEE \$ 48
Month Day Year

Signature of ~~SHERIFF or DEPUTY SHERIFF~~ or CONSTABLE
Anthony Calabro 0139

RHODE ISLAND
CONSTABLE
ANTHONY CALABRO
0139



Special Master and Permanent *In Rem* Receiver's First Interim
Report and Request for Fees

Exhibit E

Out-of-state drivers asked to stop at Pell Bridge checkpoint

By Laura Damon
Newport Daily News

According to Gov. Gina Raimondo's executive order, "Any person coming to Rhode Island from another state for non-work-related purpose must immediately self-quarantine for 14 days." The restriction does not apply to public health, public safety or health-care workers. Self-quarantine instructions can be found on the Rhode Island Department of Health website.

JAMESTOWN — Out-of-state travelers are being asked to stop at an informational checkpoint in Jamestown before crossing the Newport Pell Bridge. Rhode Island State Police and the National Guard are manning this checkpoint — at the foot of the bridge — from 8 a.m. to 8 p.m. every day, State Police Acting Capt. Erik Jones told The Newport Daily News on Tuesday. The purpose is to advise out-of-state motorists of the self-quarantine order, Jones confirmed.



A Rhode Island National Guardsman talks to a driver heading through the Newport Pell Bridge Authority headquarters in Jamestown. (NEWPORT DAILY NEWS/SCOTT BARRETT)

the checkpoint site. Jones said some out-of-state motorists were just driving through the state and not stopping to visit. Newport Communications Officer Tom Shevlin told The Daily News that a local request had been made to station law enforcement at the Newport Pell Bridge. "As the Westerly site was broken down, it was transferred to the Newport area," Jones said. "We're not the only ones with the issue [of out-of-state visitors]," City Manager Joseph J. Nicholson said after a remote meeting of the City Council on April

28, part of the city's weekly COVID-19 update. Ensuring that out-of-state visitors comply with coronavirus-related mandates is an issue coastal communities across the state are facing, he said. "We will continue to monitor that and we have been fielding complaints about that," Nicholson said. He added "there's nothing wrong with arriving at your weekend home and spending the weekend inside, [but] you're supposed to hunker down for those two days."

ldamon@newportri.com. Follow Laura on Twitter @LauraDamonNDN

Advertiser: Shechtman Halperin Savage LLP
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Section-Page-Zone(s): A-11-A11
Description:

Ad Number: 11201799
Insertion Number: N/A
Size: 2.33 in x 7.49 in
Color Type: 0

The Providence Journal
Friday, May 8, 2020

LEGALS

STATE OF RHODE ISLAND SUPERIOR COURT
MORTGAGEE'S SALE
ASSIGNOR'S PARCEL
PLAT #S14-AM-00
6332 Flat River Road
Canaan, Rhode Island
The premises described in the mortgage will be sold subject to all encumbrances and prior liens on May 11, 2020 at 3:00 PM on the premises by virtue of the Power of Sale in said mortgage made by Lyness A. Wozniak, a.k.a Lyness A. Wozniak and Lisa C. Upton. The mortgage was recorded on 03/15/2013 and recorded in Book 1954 of Page 960, or any of the County Land Evidence Records. The conditions of said mortgage having been broken. \$5,000.00 by bank check or certified check at time of sale is required to bid, other terms will be announced at time of sale.

STATE OF RHODE ISLAND SUPERIOR COURT
MORTGAGEE'S SALE
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PLAT #S14-AM-00
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STATE OF RHODE ISLAND SUPERIOR COURT
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PLAT #S14-AM-00
143 Atlantic Avenue
Warwick, Rhode Island
The premises described in the mortgage will be sold subject to all encumbrances and prior liens on May 11, 2020 at 3:00 PM on the premises by virtue of the Power of Sale in said mortgage made by Kenneth P. Howard and Maureen S. Howard dated March 24, 2006, and recorded in Book 6142 of Page 168, or any of the County Land Evidence Records. The conditions of said mortgage having been broken. \$5,000.00 by bank check or certified check at time of sale is required to bid, other terms will be announced at time of sale.

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Special Master and Permanent *In Rem* Receiver's First Interim
Report and Request for Fees

Exhibit F

STATE OF RHODE ISLAND
PROVIDENCE, SC

SUPERIOR COURT

)
LAWRENCE S. GATES, in his capacity)
as Secretary of Hopkins Manor, Ltd.,)
and as Managing Member of Hopkins)
Health Center LLC,)
 Petitioner,)
)
vs.)
)
HOPKINS MANOR, LTD., a Rhode Island)
Corporation, and HOPKINS HEALTH)
CENTER LLC, a Rhode Island Limited)
Liability Corporation,)
 Respondents,)
_____)

C.A. No. PC-2020-03413

ORDER APPOINTING PERMANENT SPECIAL MASTER

The above-captioned matter came on for hearing before the Honorable Brian P. Stern on May 22, 2020 on the petition for appointment of a permanent Special Master for Hopkins Manor, Ltd., and Hopkins Health Center, LLC (collectively, “Respondents”). After consideration thereof, and the Court having considered Walker & Dunlop, LLC’s (“W&D”) Response and Limited Objection to Petitioner’s Request for Appointment of Permanent Special Master (“Response and Limited Objection”) and the statements and arguments of the Temporary Special Master and counsel for interested parties at such hearing, it is hereby

ORDERED, ADJUDGED AND DECREED

1. That Jonathan N. Savage, Esq. of Shechtman Halperin Savage, LLP, 1080 Main Street, Pawtucket, Rhode Island, be and hereby is appointed Permanent Special Master (“Special Master”) of the Respondents, and of all the estate, assets, effects, property and business of Respondents of every name, kind, nature and description, with all the powers conferred upon the Special Master being the same as those powers conferred upon a receiver by the Rhode Island

General Laws, all other powers as set forth in this order, or otherwise, and all powers incidental to the Special Master's said Office.

2. That said Special Master shall, no later than five (5) days from the date hereof, file herein a bond in the amount of \$25,000 with corporate surety thereon authorized to do business in the State of Rhode Island conditioned that the Special Master will well and truly perform the duties of said office.

3. That said Special master be and hereby is authorized, empowered and directed to take possession and charge of said estate, assets, effects, property and business of the Respondents, including cash surrender value of any insurance owned by Respondents, and to preserve the same, and is hereby vested with title to the same; to collect and receive the debts, property and other assets and effects of said Respondents, including such cash surrender value, with full power to prosecute, defend, adjust and compromise all claims and suits of, by or against said Respondents and to appear, intervene or become a party in all suits, actions or proceedings relating to said estate, assets, effects and property as may in the judgment of the Special Master be necessary or desirable for the protection, maintenance and preservation of the property and assets of said Respondents.

4. That this appointment is made in succession to the appointment of Temporary Special Master heretofore made by order of this Court, and the Special Master shall take and be vested with the title to all assets, property and choses-in-action which have heretofore accrued to the Temporary Special Master with power to confirm and ratify in writing such agreements as are entered into by such Temporary Special Master and to carry out and perform the same.

5. That the Special Master is authorized, in the Special Master's discretion, to continue the business of the Respondents until further order of this Court, and to employ such

persons as may be desirable for the foregoing purposes (except that the Special Master shall first obtain *ex parte* approval to hire attorneys, accountants and turnaround professionals) and, in connection therewith, to use such moneys as shall come into the Special Master's hands and possession, as far as the same shall be reasonable and necessary, for the above purposes and for continuing the business of said Respondents until further Order of this Court.

6. That the Special Master is authorized to incur expenses for goods and services and to purchase for cash such merchandise, supplies and materials as in the Special Master's discretion may be desirable or necessary for continuance of the business of the Respondents; provided, however, that the Special Master must, after notice to all creditors, seek Court approval for payment from the Special Mastership estate of the Special Master's fees, costs, and expenses. W&D's rights as set forth in its Response and Limited Objection are preserved until further order of the Court. Any compensation paid to attorneys, accountants, and turn around professionals engaged on an *ex parte* basis must be authorized by the Court after notice to all creditors.

7. That said Special Master be and hereby is authorized and empowered to sell, transfer and convey said Special Master's right, title and interest and the right, title and interest of said Respondents in and to any real property or personal property, tangible or intangible, for such sum or sums of money as to said Special Master appears reasonable and proper, at private sale or sales, provided, however, that approval is first given for such sale or sales by this Court, including as to the terms and conditions thereof, after such prior notice to any secured creditors and other parties in interest and an opportunity to be heard as the Court directs.

8. That the Special Master is hereby authorized and empowered to sell at public auction any or all of the assets referred to in Paragraph 7. The Special Master is also authorized to engage an auctioneer and to insert such display ads within or without the State of Rhode

Island as the Special Master deems proper advertising for such sale. Such a public auction sale conducted by said Special Master in accordance with the provisions of this paragraph and Order shall be considered and is hereby declared to be a commercially reasonable sale, and that the same constitutes compliance with the requirements of a commercially reasonable sale as set forth in Article 9 of the Uniform Commercial Code as enacted in Rhode Island. Notwithstanding anything in this paragraph or Order to the contrary, no proposed engagement of an auctioneer nor any proposed sale of any real property or personal property of Respondents shall be effective unless prior notice of the same and an opportunity to be heard and opportunity to object to such sale, each as determined by the Court, including as to the terms and conditions of any such proposed engagement or sale, has been provided to all secured creditors and other parties in interest.

9. That said Special Master be, and hereby is, authorized and empowered, as soon as there are sufficient funds available, to pay all pre and post-petition property taxes and other municipal assessments, and City, State and United States taxes of any kind, nature and description, including withholding taxes, as well as any pre and post-petition wages earned in the normal course of business and determined by the Special Master to be due employees, with such employees being relieved of the necessity of filing claims with the Special Master unless the amount paid or shown on the books of the Respondent is not acceptable to any employee, in which case said employee may file his/her claim in the same manner as other creditors.

10. In fulfillment of the reporting requirements set forth in Rule 66 (e) of the Superior Court Rules of Civil Procedure, the Special Master shall file with the Court the Reports referred to in said Rule, as and when the Special Master deems necessary or advisable under the circumstances, or, in any event, as and when required by Order of this Court. In addition, the

Special Master shall file with the Court, on or before May 1 and October 1 of each year, a Receivership Control Calendar Report in accordance with Rhode Island Superior Court Administrative Order No. 98-7.

11. That the Special Master shall continue to discharge said Special Master's duties and trusts hereunder until further order of this Court; that the right is reserved to the Special Master and to all parties in interest to apply to this Court for any other or further instructions to said Special Master and that this Court reserves the right, upon such Notice, if any, as it shall deem proper, to make such further orders herein as may be proper, and to modify this Order from time to time.

12. All creditors or other claimants hereby are ordered to file under oath with the Special Master at 1080 Main Street, Pawtucket, RI 02860 on or before September 28, 2020, a statement setting forth their claims, including, but without limiting the generality of the foregoing, the name and address of the claimant, the nature and amount of such claim, a statement of any security or lien held by the claimant to which such claimant is or claims to be entitled, and also a statement as to any preference or priority which the claimant claims to be entitled to over the claims of any other or all other claimants or creditors.

13. Except as provided in paragraph 14 below, the commencement, prosecution, or continuance of the prosecution, of any action, suit, arbitration proceeding, hearing, or any foreclosure, reclamation or repossession proceeding, both judicial and non-judicial, or any other proceeding, in law, or in equity or under any statute, or otherwise, against said Respondents or any of their property, in any Court, agency, tribunal, or elsewhere, or before any arbitrator, or otherwise by any creditor, stockholder, corporation, partnership or any other person, or the levy of any attachment, execution or other process upon or against any property of said Respondents,

or the taking or attempting to take into possession any property in the possession of the Respondents or of which the Respondents have the right to possession, or the cancellation at any time during the Special Mastership proceeding herein of any insurance policy, lease or other contract with Respondents, by any of such parties as aforesaid, other than the Special Master designated as aforesaid, or the termination of telephone, electric, gas or other utility service to Respondents, by any public utility, without obtaining prior approval thereof from this Honorable Court, in which connection said Special Master shall be entitled to prior notice and an opportunity to be heard, are hereby restrained and enjoined until further Order of this Court.

14. The foregoing paragraph does not stay the exercise of rights of a party to a swap agreement, securities contract, repurchase agreement, commodity contract, forward contract or master netting agreement, as those terms are defined in the Federal Bankruptcy Code, to the extent that a court would not have the power to stay the exercise if Respondents were a debtor under the Bankruptcy Code.

15. That Notice be given of the entry of this order by the Clerk of this Court by publication of a copy of the annexed Special Mastership Notice in *The Providence Journal* on or before June 12, 2020, and by the Special Master mailing on or before June 12 2020, a copy of said Special Mastership Notice to each creditor and stockholder of said Respondents known as such to the Special Master, or appearing as such on the books of said Respondents, addressed to each such stockholder or creditor at his last known address.

16. This Order is entered by virtue of and pursuant to this Court's equity powers and pursuant to its powers as authorized by the laws and statutes of the State of Rhode Island.

ENTERED, as an Order of this Court this 27th day of May, 2020.

BY ORDER:

ENTER:

Brian P. Stern, J.
Stern, J.

/s/ Carin Miley
Deputy Clerk I
Clerk, Superior Court
May 27, 2020

Presented by:

/s/ Christopher J. Fragomeni
Christopher J. Fragomeni, Esq. (9476)
Counsel to the Special Master
SHECHTMAN HALPERIN SAVAGE, LLP
1080 Main Street, Pawtucket, RI 02860
P: 401-272-1400 | F:401-272-1403
cfragomeni@shslawfirm.com

CERTIFICATE OF SERVICE

I hereby certify that on May 26, 2020, I have this date filed the foregoing document through the Court's electronic filing system. Such papers, having been electronically served, are available for viewing and/or downloading from the Rhode Island Judiciary's Electronic Filing System. Those who have entered their appearance electronically or who are otherwise entitled to receive such papers electronically through such system have or will receive the foregoing papers through such system.

/s/ Christopher J. Fragomeni, Esq.

Special Master and Permanent *In Rem* Receiver's First Interim
Report and Request for Fees

Exhibit G

Advertiser: Shechtman Halperin Savage LLP

N/A

Agency: B-7-All

Section-Page-Zone(s):

Description:

Ad Number: 11203886

Insertion Number: N/A

Size: 1.13 in x 16.38 in

Color Type: 0

The Providence Journal

Friday, June 12, 2020

Quietly, PGA Tour gets back to business

By Doug Ferguson
The Associated Press

FORT WORTH, Texas — With one swing met with silence, the PGA Tour got back to business Thursday at Colonial.

Ryan Palmer felt more nerves than usual when he drove over his first tee shot in the Charles Schwab Challenge — the first official shot on the PGA Tour in 90 days — and even more bizarre was making a 10-foot birdie putt on the second hole with no one around to cheer.

The closest thing to a crowd was a few people who watched from behind hedges and a chain fence from a nearby street.

Phil Mickelson made one birdie and instinctively squeezed the ball in his cap to acknowledge a throw that wasn't there. Justin Thomas, playing in the afternoon, made birdie on the second hole and mockingly raised his putter in celebration.

Palmer seemed to speak for everyone when he said, "It was just great to be out there playing."

Golf is the second major sport in the United States, behind motor sports, to resume a schedule shut down by the COVID-19 pandemic.

Among the safety measures are coronavirus tests for every player, caddy and essential personnel. Of the 47 best at Colonial, the results were all negative.

"We're all taking risks playing golf, obviously," Palmer said. "Being back out there, everybody leaves the club, they're going out to dinner and doing things, so

everybody is taking that risk to be here. Everybody's pretty confident that we're going to all be safe. I think everything has been done the right way."

Some of the golf was pretty good, too.

Justin Rose, a winner at Colonial two years ago, opened with seven birdies in 12 holes before setting into a series of pars for a 63 and the early lead. Tom Lehman even got in on the act at age 61, opening with a 65.

Dustin Johnson struggled to a 71.

But it was more the scenery than the scores that it was eerie.

Palmer was selected to hit the opening shot at Colonial member who has raised money for pandemic relief through his "Pros for a Purpose" campaign. It was difficult to hear the starter announce his name from 40 feet away, not because the starter was wearing a mask but because the only other noise was the hum of a nearby generator.

The PGA Tour commissioner, Jay Monahan, watched from the starter's booth — a rarity for him to be on the first tee of any opening round — and gave Palmer, Brian Harman and Bill Haas a thumbs-up as they walked off the tee.

Monahan returned to the tee for the 8:46 a.m. starting time with no players' names listed on the tee sheet. The tour kept that time open as a tribute to George Floyd, who was handcuffed while a white police officer pressed his knee to the back of the black man's neck. Floyd died after pleading for air, sparking

worldwide outrage over racial injustice.

Everyone at Colonial — on the course, on the practice range — stopped for a moment of silence on a course that already was quiet without spectators.

That's what stood out — no crowd, no grandstands, no beams, the typical structures that define a golf course. Harman said he had to back off a few putts because he

was distracted by the sound of someone tearing off a few holes away.

"It felt strange, to be honest, just getting on the first tee and having your name called and not having anyone around to say anything," Jonhatan Vegas said after his 64. "It felt like, 'Hey, what's going on here?' It's something we're going to have to get used to for a little while. ... We definitely miss the fans."



Brian Harman plays a shot from the first tee on the 9th hole. Bill Haas, left, and Ryan Palmer make up the first group to tee off for the third round of the Charles Schwab Challenge golf tournament Thursday at Colonial Country Club in Fort Worth, Texas. (USA TODAY SPORTS/RAYMOND CARLIN III)

LOCAL GOLF

Koelle, S. Davis - 81

Point Judith
C. Mahoney, P. Walsh, D. Denuccio, A. McGee - 106;
J. Ciancilio, C. Underhill - 16

Aguidneck (Wednesday)
J. Block, L. Collins, D. Henry - 65

RED SOX

2020 BASEBALL DRAFT SELECTIONS
The Red Sox selected 30 players in the 2020 MLB Draft. Among the first-round picks are:

- 1. Jacob deGrom, pitcher, Georgia Tech
- 2. Matt Olson, first baseman, LSU
- 3. Bryce Harper, outfielder, LSU
- 4. Gabe Sarver, pitcher, Texas Tech
- 5. Luis Castillo, pitcher, Florida State
- 6. Spencer Smith, pitcher, Florida State
- 7. Connor Hickey, pitcher, Auburn
- 8. Jameson Taillon, pitcher, Wake Forest
- 9. Bo Bichard, pitcher, Wake Forest
- 10. Shane Bieber, pitcher, LSU
- 11. Nick Soltes, pitcher, Wake Forest
- 12. Drew Vered, pitcher, Wake Forest
- 13. Sam Gavigan, pitcher, Wake Forest
- 14. Ryan Healy, pitcher, Wake Forest
- 15. Tommy Edman, outfielder, Wake Forest
- 16. Kyle Tucker, outfielder, Wake Forest
- 17. Will Benson, pitcher, Wake Forest
- 18. Logan Allen, pitcher, Wake Forest
- 19. Jameson Taillon, pitcher, Wake Forest
- 20. Matt Olson, first baseman, LSU
- 21. Bryce Harper, outfielder, LSU
- 22. Gabe Sarver, pitcher, Texas Tech
- 23. Luis Castillo, pitcher, Florida State
- 24. Spencer Smith, pitcher, Florida State
- 25. Connor Hickey, pitcher, Auburn
- 26. Jameson Taillon, pitcher, Wake Forest
- 27. Bo Bichard, pitcher, Wake Forest
- 28. Shane Bieber, pitcher, LSU
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PRO BASEBALL

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- 27. Bo Bichard, pitcher, Wake Forest
- 28. Shane Bieber, pitcher, LSU
- 29. Nick Soltes, pitcher, Wake Forest
- 30. Drew Vered, pitcher, Wake Forest

MORTGAGE SALES

STATE OF RHODE ISLAND
NOTICE OF MORTGAGE SALES
The State of Rhode Island is offering for sale the following properties:

- 1. 100 South Main Street, Providence, RI 02903
- 2. 100 South Main Street, Providence, RI 02903
- 3. 100 South Main Street, Providence, RI 02903

The properties are being sold subject to all existing mortgages and liens. The State of Rhode Island is not responsible for the accuracy of the information provided. For more information, contact the Department of Administration, Office of the Comptroller of the Treasury, Room 1000, 100 South Main Street, Providence, RI 02903.

LEGALS

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- Foreclosures.
- Mortgage's Sale.
- Probate Court.
- Public Meetings/Hearings.

To place ad,
call:
401.277.7778

CLASSIFIEDS

Place Your Ad In Paper at 401.277.7700 or Online 24/7
at providencejournal.com/marketplace

Auto/Trucks Wanted

CLARK CAR REPAIR
We are looking for used cars up to \$1500. Call 401-848-8000.

Help Wanted

FITZPATRICK
Assistant Manager
We are seeking an experienced assistant manager for our retail store. Must have 5+ years experience. Call 401-848-8000.

Wanted To Buy

WANTED TO BUY
We are looking for used cars up to \$1500. Call 401-848-8000.

Providence County

Barrett's, Cumberland, Foxboro, Foxboro, Lincoln, Lincoln, Southfield, Southfield, Southfield, Southfield

Jobs Available

Full-Time Assembly
Go to the Providence Journal website for a full-time assembly position. Call 401-848-8000.

Announcements

CELEBRATIONS
We are looking for used cars up to \$1500. Call 401-848-8000.

One-stop for the buyer and seller.

Search for your next new or used vehicle in-paper every Wednesday, Saturday and Sunday or online 24/7 at providencejournal.com/cars

Miscellaneous Announcements

ATTENTION
We are looking for used cars up to \$1500. Call 401-848-8000.

Pots

Providence Journal
We are looking for used cars up to \$1500. Call 401-848-8000.

Commercial Industrial For Sale

COMMERCIAL INDUSTRIAL
We are looking for used cars up to \$1500. Call 401-848-8000.

LOTS FOR SALE

LOTS FOR SALE
We are looking for used cars up to \$1500. Call 401-848-8000.

POLICY STATEMENT

Providence Journal
We are looking for used cars up to \$1500. Call 401-848-8000.

Privacy Policy

Privacy Policy
We are looking for used cars up to \$1500. Call 401-848-8000.

Terms and Conditions

Terms and Conditions
We are looking for used cars up to \$1500. Call 401-848-8000.

Contact Us

Contact Us
We are looking for used cars up to \$1500. Call 401-848-8000.

About Us

About Us
We are looking for used cars up to \$1500. Call 401-848-8000.

STATE OF RHODE ISLAND

NOTICE OF MORTGAGE SALES
The State of Rhode Island is offering for sale the following properties:

- 1. 100 South Main Street, Providence, RI 02903
- 2. 100 South Main Street, Providence, RI 02903
- 3. 100 South Main Street, Providence, RI 02903

The properties are being sold subject to all existing mortgages and liens. The State of Rhode Island is not responsible for the accuracy of the information provided. For more information, contact the Department of Administration, Office of the Comptroller of the Treasury, Room 1000, 100 South Main Street, Providence, RI 02903.

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MORTGAGE SALES

STATE OF RHODE ISLAND
NOTICE OF MORTGAGE SALES
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- 2. 100 South Main Street, Providence, RI 02903
- 3. 100 South Main Street, Providence, RI 02903

The properties are being sold subject to all existing mortgages and liens. The State of Rhode Island is not responsible for the accuracy of the information provided. For more information, contact the Department of Administration, Office of the Comptroller of the Treasury, Room 1000, 100 South Main Street, Providence, RI 02903.

Mark Daniels
On Twitter: @MarkDanielsF

Special Master and Permanent *In Rem* Receiver's First Interim
Report and Request for Fees

Exhibit H

STATE OF RHODE ISLAND
PROVIDENCE, SC

SUPERIOR COURT

_____)
LAWRENCE GATES, in his capacity as)
a partner of HOPKINS HEALTH CENTER,))
a Rhode Island general partnership, and)
HOPKINS HEALTH CENTER, a Rhode)
Island General Partnership,)
Petitioners,)

v.)

C.A. No. PC-2020-03954

REAL PROPERTY LOCATED AT 608)
SMITHFIELD ROAD, NORTH)
PROVIDENCE, RHODE ISLAND 02904,)
and 610 SMITHFIELD ROAD,)
PROVIDENCE, RHODE ISLAND 02904,)
Respondent.)
_____)

ORDER APPOINTING TEMPORARY *IN REM* RECEIVER

The above captioned matter came before the Honorable Brian P. Stern on May 20, 2020, upon the Verified Petition for the Appointment of a Receiver of Lawrence Gates, in his capacity as a partner of Hopkins Health Center, a Rhode Island general partnership, and Hopkins Health Center, a Rhode Island general partnership (collectively, “Petitioners”). Upon consideration thereof, it is hereby

ORDERED, ADJUDGED, AND DECREED

1. That Jonathan N. Savage, Esq., of Shechtman Halperin Savage, LLP, 1080 Main Street, Pawtucket, Rhode Island 02860, be and hereby is appointed Temporary *In Rem* Receiver (the “Receiver”) of the real property located at 608 Smithfield Road, North Providence, Rhode Island 02904 and 610 Smithfield Road, North Providence, Rhode Island 02904 (collectively, “Real Property”), as more particularly described in (1) the Warranty Deed from Thomas J. Lough to Hopkins Health Center, a Rhode Island general partnership (“Hopkins”), dated June 5, 1997 and

Filed Providence Superior Court
May 22, 2020
Carin Miley, Deputy Clerk I

recorded in Book 313 at Page 415 of the North Providence Land Evidence Records; and (2) the Warranty Deed from Forcier Industries, Inc. to Hopkins dated October 29, 1973 and recorded in Book 87 at Page 522 of the North Providence Land Evidence Records; including all buildings and improvements now or hereafter situated thereon; together with all fixtures now or hereafter placed in or upon the Real Property; all easements, licenses, privileges, hereditaments, and appurtenances belonging to or inuring to the benefit of the Real Property; all fixtures, machinery, equipment, or other personal property of every kind, description, and nature whatsoever now or hereafter located on the Real Property; all insurance proceeds, awards, and other amounts paid for any damage or loss to the Real Property; all issues, benefits, and profits of the Real Property; all of the right, title, and interest in and to the leases, subleases, occupancy agreements, licenses, concession agreements; and all other tenancy agreements; all rents and other payments of any kind due or payable and to become due and payable by virtue of any lease, use, possession, or occupancy; and all records and books of account now or hereafter maintained in connection with the Real Property.

2. That said Receiver shall, no later than five (5) days from the date hereof, file a bond in the sum of \$ 25,000.00 with any surety company authorized to do business in the State of Rhode Island as surety thereon, conditioned that the Receiver will well and truly perform the duties of said office and duly account for all monies and property that may come into the Receiver's hands and abide by and perform all things that the Receiver will be directed to do by this Court.

3. That said Receiver is authorized to take possession and charge of the Real Property and to seek to sell the Real Property and, in the interim, to collect the rents and otherwise manage the Real Property, all for the benefit of the creditors of the Real Property.

4. That said Receiver be and hereby is authorized until further Order of this Court, in the Receiver's discretion and as the Receiver deems appropriate and advisable, to take title to and manage the Real Property, to borrow money from time to time, to purchase for cash or upon credit, merchandise, materials, and other property, to engage counsel, and to engage employees and assistants, clerical or otherwise, and to do and perform or cause to be done and performed all other acts and things as are appropriate. Said Receiver shall obtain authorization from this Court before retaining accountants, business consultants, appraisers, and special counsel.

5. The Receiver and the law firm of which the Receiver is a member are hereby engaged as general counsel to said Receiver.

6. That the Receiver shall have no responsibility or obligation to file any federal, state, or other tax returns. The payment of any federal or state taxes arising out of any sale shall be the sole responsibility of the owner of the Real Property.

7. This Court finds that the designation of the aforesaid person as Receiver herein is warranted and required because of said Receiver's specialized expertise and experience in managing real property in receivership and in administering non-routine receiverships that involve unusual or complex legal, financial, or business issues.

8. That the commencement, prosecution, or continuance of the prosecution of any action, suit, arbitration, proceeding, hearing, or any foreclosure, reclamation, or repossession proceeding, both judicial and non-judicial, or any other proceeding, in law or in equity, or under any statute or otherwise, against or affecting the Real Property, in any court, agency, tribunal, or elsewhere, or before any arbitrator or otherwise, by any creditor, stockholder, corporation, partnership, or any other person, or the levy of any attachment, execution, or other process upon or against the Real Property or any property comprising part of the Real Property, or the taking or

attempting to take into possession of the Real Property or any property comprising part of the Real Property, or the cancellation at any time during the Receivership proceeding herein of any insurance policy, lease, or other contract for the benefit of or relating to the Real Property, by any of such parties as aforesaid, other than the Receiver designated as aforesaid, or the termination of telephone, electric, gas, or other utility service to the Real Property, by any public utility, without obtaining prior approval thereof from this Honorable Court, in which connection said Receiver shall be entitled to prior notice and an opportunity, to be heard, are hereby restrained and enjoined until further Order of this Court.

9. That Citation be issued to said Real Property and its owner returnable to the Superior Court sitting at Providence County, Providence, Rhode Island, on June 25, 2020 at 9:30 a.m./p.m. at which time and place this cause is set down for hearing on the prayer for the appointment of a Permanent *In Rem* Receiver; that the Clerk of this Court shall give Notice of the pendency of the Petition herein by publishing this Order Appointing Temporary *In Rem* Receiver once in The Providence Journal on or before June 8, 2020, and the Receiver shall give further notice by mailing, on or before June 8, 2020 a copy of said Order Appointing Temporary *In Rem* Receiver to each of the Real Property's creditors and stockholders whose address is known or may become known to the Receiver.

ENTERED as an order of this Court on the 22nd day of May, 2020.

ENTERED:

Brian P. Stern, J.
Stern, J.

BY ORDER:

/s/ Carin Miley
Deputy Clerk I
Deputy Clerk May 22, 2020

Presented by:
Counsel to the Receiver,

/s/ Christopher J. Fragomeni
Christopher J. Fragomeni, Esq. (9476)
SHECHTMAN HALPERIN SAVAGE, LLP
1080 Main Street, Pawtucket, RI 02860
P: 401-272-1499 | F: 401-272-1403
cfragomeni@shslawfirm.com

Special Master and Permanent *In Rem* Receiver's First Interim
Report and Request for Fees

Exhibit I

Bond No. B1230857

LAWRENCE GATES, in his capacity as
a partner of HOPKINS HEALTH CENTER,
a Rhode Island general partnership, and
HOPKINS HEALTH CENTER, a Rhode
Island General Partnership,

Petitioner

Vs.

REAL PROPERTY LOCATED AT 608
SMITHFIELD ROAD, NORTH
PROVIDENCE, RHODE ISLAND 02904,
and 610 SMITHFIELD ROAD,
PROVIDENCE, RHODE ISLAND 02904

Respondents(s)

IN REM RECEIVERS BOND

KNOW ALL BY THESE PRESENTS: That we Jonathan N Savage
As Principal (s), and Selective Insurance Company of America a New Jersey corporation
authorized to transact surety business in the State of Rhode Island, as Surety, are held and firmly bound
unto the Superior Court of the County of Providence State aforesaid, as Obligee in the
penal sum of Twenty Five Thousand Dollars (\$25,000.00), lawful money of the United States of
America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, legal
representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, by an order of the Superior Court of the County of Providence
State aforesaid, duly made on 05/22/2020, in the above titled action, the above bounden
Jonathan N Savage

Was appointed Receiver therein, and he was ordered before entering upon the discharge of his duties as
such Receiver, to execute a bond according to law in the said sum of \$ 25,000.00

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That, the said
Jonathan N Savage as such Receiver, shall faithfully discharge
his duties in this action and obey the orders of the Court therein; then this obligation shall be void,
otherwise to remain in force and effect.

SIGNED AND SEALED this 26th day of May, 2020

Jonathan N Savage

By _____
Principal

Selective Insurance Company of America

By Andrew P. Troy
Attorney in Fact

Andrew P. Troy

Special Master and Permanent *In Rem* Receiver's First Interim
Report and Request for Fees

Exhibit J



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RECEIVERSHIP CITATION

Office of the Clerk of the Superior Court

PC: 2020-03954

To the Sheriffs of our Several Counties, or to their Deputies,

You are hereby required to notify:

REAL PROPERTY LOCATED AT 610 SMITHFIELD ROAD, NORTH PROVIDENCE, RHODE ISLAND 02904

.....**Respondent**.....

...of the filing in this office of a petition by

..... **LAWRENCE GATES, in his capacity as a partner of HOPKINS HEALTH CENTER, a Rhode Island general partnership, and HOPKINS HEALTH CENTER, a Rhode Island General Partnership**

.....**Petitioners**

..... representing, among other things, that the respondent corporation is insolvent in that it is unable to meet..
..... its obligations as they mature in the ordinary course of business and.....
.....that the appointment of a Receiver is advisable to conserve and protect the assets and effects.....
.....from potential suits and attachments.....

.....**AND PRAYING**.....

..... That the Court appoint a receiver for Respondent Corporation.....

and also cite the said respondent to appear before our Superior Court, at **Providence** in the County of **Providence** on **25th day of June, 2020, A.D.** at 9:30 o'clock AM, that s(he) may then and there show cause, if any s(he) has, why the prayer of said petition should not be granted.

Hereof fail not and make true return of this writ with your doings thereon.

Witness, the Seal of our SUPERIOR COURT, this 27th day of May, 2020 A.D



.../s/ SUSAN M DIGGINS..., CLERK



STATE OF RHODE ISLAND AND

PROVIDENCE PLANTATIONS

SUPERIOR COURT

LAWRENCE GATES, in his capacity as a partner of HOPKINS HEALTH CENTER, a Rhode Island general partnership, and HOPKINS HEALTH CENTER, a Rhode Island General Partnership

Petitioners

VS

REAL PROPERTY LOCATED AT 610 SMITHFIELD ROAD, NORTH PROVIDENCE, RHODE ISLAND 02904

Respondents

**Civil Action File Number
PC-2020-03954**

PROOF OF SERVICE

I hereby certify that on the date below I served a copy of the Citation dated _____ received

herewith upon the Defendant, _____, by delivering or leaving said papers in the following manner:

- With the Defendant personally.
- At the Defendant's dwelling house or usual place of abode with a person of suitable age and discretion then residing therein.

Name of person of suitable age and discretion JEFFERY 5'6" 130LBS O-RTY BLDHNE HAIR

Address of dwelling house or usual place of abode 374 PUTNAM PIKE CHEPATCHEMET RI 02804
DID NOT SIGN DUE TO COVID-19

Age 57

Relationship to the Defendant HUSBAND

I was unable to make service after the following reasonable attempts: _____

SERVICE DATE: 5 / 30 / 2020 8:12 AM SERVICE FEE \$ 46
Month Day Year

Signature of SHERIFF or DEPUTY SHERIFF or CONSTABLE

Anthony Calabu 0139

RHODE ISLAND
CONSTABLE
ANTHONY CALABU
0139





RECEIVERSHIP CITATION

Office of the Clerk of the Superior Court

PC: 2020-03954

To the Sheriffs of our Several Counties, or to their Deputies,

You are hereby required to notify:

REAL PROPERTY LOCATED AT 608 SMITHFIELD ROAD, NORTH PROVIDENCE, RHODE ISLAND 02904

.....**Respondent**.....

...of the filing in this office of a petition by

..... **LAWRENCE GATES, in his capacity as a partner of HOPKINS HEALTH CENTER, a Rhode Island general partnership, and HOPKINS HEALTH CENTER, a Rhode Island General Partnership**

..... **Petitioners**

..... representing, among other things, that the respondent corporation is insolvent in that it is unable to meet..
..... its obligations as they mature in the ordinary course of business and.....
.....that the appointment of a Receiver is advisable to conserve and protect the assets and effects.....
.....from potential suits and attachments.....

.....**AND PRAYING**.....

..... That the Court appoint a receiver for Respondent Corporation.....

..... and also cite the said respondent to appear before our Superior Court, at **Providence** in the County of **Providence** on **25th day of June, 2020, A.D.** at 9:30 o'clock AM, that s(he) may then and there show cause, if any s(he) has, why the prayer of said petition should not be granted.

Hereof fail not and make true return of this writ with your doings thereon.

Witness, the Seal of our SUPERIOR COURT, this 27th day of May, 2020 A.D



.../s/ SUSAN M DIGGINS..., CLERK



STATE OF RHODE ISLAND AND

PROVIDENCE PLANTATIONS

SUPERIOR COURT

LAWRENCE GATES, in his capacity as a partner of HOPKINS HEALTH CENTER, a Rhode Island general partnership, and HOPKINS HEALTH CENTER, a Rhode Island General Partnership

Petitioners

VS

REAL PROPERTY LOCATED AT 608 SMITHFIELD ROAD, NORTH PROVIDENCE, RHODE ISLAND 02904

Respondents

**Civil Action File Number
PC-2020-03954**

PROOF OF SERVICE

I hereby certify that on the date below I served a copy of the Citation dated _____ received

herewith upon the Defendant, _____, by delivering or leaving said papers in the following manner:

- With the Defendant personally.
- At the Defendant's dwelling house or usual place of abode with a person of suitable age and discretion then residing therein.

Name of person of suitable age and discretion JERFERY 5'6" 130 LBS DIRTY BLONDE HAIR

Address of dwelling house or usual place of abode 374 PUTNAM PIKE WEPATCHEE RI 02814
DID NOT SIGN DUE TO COVID-19

Age _____
Relationship to the Defendant _____

I was unable to make service after the following reasonable attempts: _____

SERVICE DATE: 5 / 30 / 2020 8:12 AM
Month Day Year

SERVICE FEE \$ 48

Signature of SHERIFF or DEPUTY SHERIFF or CONSTABLE

Anthony Calabro 0139

RHODE ISLAND
CONSTABLE
ANTHONY CALABRO
0139



STATE OF RHODE ISLAND
PROVIDENCE

SUPERIOR COURT

LAWRENCE GATES, in his capacity as)
a partner of HOPKINS HEALTH CENTER,)
a Rhode Island general partnership, and)
HOPKINS HEALTH CENTER, a Rhode)
Island General Partnership,)
Petitioners,)

v.)

C.A. No. PC-2020-03954

REAL PROPERTY LOCATED AT 608)
SMITHFIELD ROAD, NORTH)
PROVIDENCE, RHODE ISLAND 02904,)
and 610 SMITHFIELD ROAD,)
PROVIDENCE, RHODE ISLAND 02904,)
Respondent.)

AFFIDAVIT OF SERVICE OF RECEIVERSHIP CITATIONS

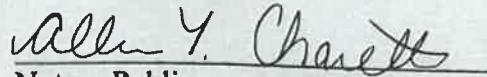
I, Christopher J. Fragomeni, Esq., hereby certify that I made service of the Receivership Citations issued in the above-captioned matter, which are attached hereto as **Exhibit A**, upon Lawrence Gates outside the State by mailing said Receivership Citations to him at 150 Bradley Place, Apt. 113, Palm Beach, FL 33480, by certified mail, return receipt requested, in accordance with Superior Court Rule of Civil Procedure 4(f)(1). The return receipt, which is attached hereto as **Exhibit B**, indicates that the Receivership Citations were accepted on June 1, 2020.

[SIGNATURE PAGE AND ACKNOWLEDGEMENT TO FOLLOW]



Christopher J. Fragomeni (#9476)
Shechtman Halperin Savage, LLP
1080 Main Street, Pawtucket, RI 02860
P: 401-272-1400 | F: 401-272-1403
cfragomeni@shslawfirm.com

Subscribed and sworn to me this 5th day of June 2020.



Notary Public:

My Commission Expires:

ALLISON Y. CHARETTE
NOTARY PUBLIC
STATE OF RHODE ISLAND
MY COMM. EXPIRES 10/22/2023
ID # 75842





STATE OF RHODE ISLAND AND  PROVIDENCE PLANTATIONS

RECEIVERSHIP CITATION

Office of the Clerk of the Superior Court

PC: 2020-03954

To the Sheriffs of our Several Counties, or to their Deputies,

You are hereby required to notify:

REAL PROPERTY LOCATED AT 608 SMITHFIELD ROAD, NORTH PROVIDENCE, RHODE ISLAND 02904

.....**Respondent**.....

...of the filing in this office of a petition by

..... **LAWRENCE GATES, in his capacity as a partner of HOPKINS HEALTH CENTER, a Rhode Island general partnership, and HOPKINS HEALTH CENTER, a Rhode Island General Partnership**

..... **Petitioners**

..... representing, among other things, that the respondent corporation is insolvent in that it is unable to meet..
..... its obligations as they mature in the ordinary course of business and.....
.....that the appointment of a Receiver is advisable to conserve and protect the assets and effects.....
.....from potential suits and attachments.....

.....**AND PRAYING**.....

..... That the Court appoint a receiver for Respondent Corporation.....

and also cite the said respondent to appear before our Superior Court, at **Providence** in the County of **Providence** on **25th day of June, 2020, A.D.** at 9:30 o'clock AM, that s(he) may then and there show cause, if any s(he) has, why the prayer of said petition should not be granted.

Hereof fail not and make true return of this writ with your doings thereon.

Witness, the Seal of our SUPERIOR COURT, this 27th day of May, 2020 A.D



.../s/ SUSAN M DIGGINS..., CLERK



STATE OF RHODE ISLAND AND

PROVIDENCE PLANTATIONS

SUPERIOR COURT

LAWRENCE GATES, in his capacity as a partner of HOPKINS HEALTH CENTER, a Rhode Island general partnership, and HOPKINS HEALTH CENTER, a Rhode Island General Partnership Petitioners vs REAL PROPERTY LOCATED AT 608 SMITHFIELD ROAD, NORTH PROVIDENCE, RHODE ISLAND 02904 Respondents	Civil Action File Number PC-2020-03954
--	---

PROOF OF SERVICE

I hereby certify that on the date below I served a copy of the Citation dated _____ received
herewith upon the Defendant, _____, by delivering or leaving said
papers in the following manner:

- With the Defendant personally.
- At the Defendant's dwelling house or usual place of abode with a person of suitable age and discretion then residing therein.

Name of person of suitable age and discretion _____

Address of dwelling house or usual place of abode _____

Age _____

Relationship to the Defendant _____

I was unable to make service after the following reasonable attempts: _____

SERVICE DATE: ____ / ____ / ____
Month Day Year

SERVICE FEE \$ _____

Signature of SHERIFF or DEPUTY SHERIFF or CONSTABLE





RECEIVERSHIP CITATION

Office of the Clerk of the Superior Court

PC: 2020-03954

To the Sheriffs of our Several Counties, or to their Deputies,

You are hereby required to notify:

REAL PROPERTY LOCATED AT 610 SMITHFIELD ROAD, NORTH PROVIDENCE, RHODE ISLAND 02904

.....**Respondent**.....

...of the filing in this office of a petition by

..... **LAWRENCE GATES, in his capacity as a partner of HOPKINS HEALTH CENTER, a Rhode Island general partnership, and HOPKINS HEALTH CENTER, a Rhode Island General Partnership**

.....**Petitioners**.....

..... representing, among other things, that the respondent corporation is insolvent in that it is unable to meet..
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.....that the appointment of a Receiver is advisable to conserve and protect the assets and effects.....
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Hereof fail not and make true return of this writ with your doings thereon.

Witness, the Seal of our SUPERIOR COURT, this 27th day of May, 2020 A.D



.../s/ SUSAN M DIGGINS..., CLERK



STATE OF RHODE ISLAND AND

PROVIDENCE PLANTATIONS

SUPERIOR COURT

LAWRENCE GATES, in his capacity as a partner of HOPKINS HEALTH CENTER, a Rhode Island general partnership, and HOPKINS HEALTH CENTER, a Rhode Island General Partnership Petitioners vs REAL PROPERTY LOCATED AT 610 SMITHFIELD ROAD, NORTH PROVIDENCE, RHODE ISLAND 02904 Respondents	Civil Action File Number PC-2020-03954
--	---

PROOF OF SERVICE

I hereby certify that on the date below I served a copy of the Citation dated _____ received
herewith upon the Defendant, _____, by delivering or leaving said
papers in the following manner:

- With the Defendant personally.
- At the Defendant's dwelling house or usual place of abode with a person of suitable age and discretion then residing therein.

Name of person of suitable age and discretion _____

Address of dwelling house or usual place of abode _____

Age _____

Relationship to the Defendant _____

I was unable to make service after the following reasonable attempts: _____

SERVICE DATE: _____ / _____ / _____
Month Day Year

SERVICE FEE \$ _____

Signature of SHERIFF or DEPUTY SHERIFF or CONSTABLE



STATE OF RHODE ISLAND
PROVIDENCE, SC

SUPERIOR COURT

)
LAWRENCE GATES, in his capacity as)
a partner of HOPKINS HEALTH CENTER,)
a Rhode Island general partnership, and)
HOPKINS HEALTH CENTER, a Rhode)
Island General Partnership,)
Petitioners,)

v.)

C.A. No. PC-2020-03954

)
REAL PROPERTY LOCATED AT 608)
SMITHFIELD ROAD, NORTH)
PROVIDENCE, RHODE ISLAND 02904,)
and 610 SMITHFIELD ROAD,)
PROVIDENCE, RHODE ISLAND 02904,)
Respondent.)
_____)

ORDER APPOINTING TEMPORARY *IN REM* RECEIVER

The above captioned matter came before the Honorable Brian P. Stern on May 20, 2020, upon the Verified Petition for the Appointment of a Receiver of Lawrence Gates, in his capacity as a partner of Hopkins Health Center, a Rhode Island general partnership, and Hopkins Health Center, a Rhode Island general partnership (collectively, "Petitioners"). Upon consideration thereof, it is hereby

ORDERED, ADJUDGED, AND DECREED

1. That Jonathan N. Savage, Esq., of Shechtman Halperin Savage, LLP, 1080 Main Street, Pawtucket, Rhode Island 02860, be and hereby is appointed Temporary *In Rem* Receiver (the "Receiver") of the real property located at 608 Smithfield Road, North Providence, Rhode Island 02904 and 610 Smithfield Road, North Providence, Rhode Island 02904 (collectively, "Real Property"), as more particularly described in (1) the Warranty Deed from Thomas J. Lough to Hopkins Health Center, a Rhode Island general partnership ("Hopkins"), dated June 5, 1997 and

recorded in Book 313 at Page 415 of the North Providence Land Evidence Records; and (2) the Warranty Deed from Forcier Industries, Inc. to Hopkins dated October 29, 1973 and recorded in Book 87 at Page 522 of the North Providence Land Evidence Records; including all buildings and improvements now or hereafter situated thereon; together with all fixtures now or hereafter placed in or upon the Real Property; all easements, licenses, privileges, hereditaments, and appurtenances belonging to or inuring to the benefit of the Real Property; all fixtures, machinery, equipment, or other personal property of every kind, description, and nature whatsoever now or hereafter located on the Real Property; all insurance proceeds, awards, and other amounts paid for any damage or loss to the Real Property; all issues, benefits, and profits of the Real Property; all of the right, title, and interest in and to the leases, subleases, occupancy agreements, licenses, concession agreements; and all other tenancy agreements; all rents and other payments of any kind due or payable and to become due and payable by virtue of any lease, use, possession, or occupancy; and all records and books of account now or hereafter maintained in connection with the Real Property.

2. That said Receiver shall, no later than five (5) days from the date hereof, file a bond in the sum of \$ 25,000.00 with any surety company authorized to do business in the State of Rhode Island as surety thereon, conditioned that the Receiver will well and truly perform the duties of said office and duly account for all monies and property that may come into the Receiver's hands and abide by and perform all things that the Receiver will be directed to do by this Court.

3. That said Receiver is authorized to take possession and charge of the Real Property and to seek to sell the Real Property and, in the interim, to collect the rents and otherwise manage the Real Property, all for the benefit of the creditors of the Real Property.

4. That said Receiver be and hereby is authorized until further Order of this Court, in the Receiver's discretion and as the Receiver deems appropriate and advisable, to take title to and manage the Real Property, to borrow money from time to time, to purchase for cash or upon credit, merchandise, materials, and other property, to engage counsel, and to engage employees and assistants, clerical or otherwise, and to do and perform or cause to be done and performed all other acts and things as are appropriate. Said Receiver shall obtain authorization from this Court before retaining accountants, business consultants, appraisers, and special counsel.

5. The Receiver and the law firm of which the Receiver is a member are hereby engaged as general counsel to said Receiver.

6. That the Receiver shall have no responsibility or obligation to file any federal, state, or other tax returns. The payment of any federal or state taxes arising out of any sale shall be the sole responsibility of the owner of the Real Property.

7. This Court finds that the designation of the aforesaid person as Receiver herein is warranted and required because of said Receiver's specialized expertise and experience in managing real property in receivership and in administering non-routine receiverships that involve unusual or complex legal, financial, or business issues.

8. That the commencement, prosecution, or continuance of the prosecution of any action, suit, arbitration, proceeding, hearing, or any foreclosure, reclamation, or repossession proceeding, both judicial and non-judicial, or any other proceeding, in law or in equity, or under any statute or otherwise, against or affecting the Real Property, in any court, agency, tribunal, or elsewhere, or before any arbitrator or otherwise, by any creditor, stockholder, corporation, partnership, or any other person, or the levy of any attachment, execution, or other process upon or against the Real Property or any property comprising part of the Real Property, or the taking or

attempting to take into possession of the Real Property or any property comprising part of the Real Property, or the cancellation at any time during the Receivership proceeding herein of any insurance policy, lease, or other contract for the benefit of or relating to the Real Property, by any of such parties as aforesaid, other than the Receiver designated as aforesaid, or the termination of telephone, electric, gas, or other utility service to the Real Property, by any public utility, without obtaining prior approval thereof from this Honorable Court, in which connection said Receiver shall be entitled to prior notice and an opportunity, to be heard, are hereby restrained and enjoined until further Order of this Court.

9. That Citation be issued to said Real Property and its owner returnable to the Superior Court sitting at Providence County, Providence, Rhode Island, on June 25, 2020 at 9:30 a.m./p.m. at which time and place this cause is set down for hearing on the prayer for the appointment of a Permanent *In Rem* Receiver; that the Clerk of this Court shall give Notice of the pendency of the Petition herein by publishing this Order Appointing Temporary *In Rem* Receiver once in The Providence Journal on or before June 8, 2020, and the Receiver shall give further notice by mailing, on or before June 8, 2020 a copy of said Order Appointing Temporary *In Rem* Receiver to each of the Real Property's creditors and stockholders whose address is known or may become known to the Receiver.

ENTERED as an order of this Court on the 22nd day of May, 2020.

ENTERED:

Brian P. Stern, Jr.
Stern, J.

BY ORDER:

/s/ Carin Miley
Deputy Clerk I
Deputy Clerk May 22, 2020

Presented by:
Counsel to the Receiver,

/s/ Christopher J. Fragomeni
Christopher J. Fragomeni, Esq. (9476)
SHECHTMAN HALPERIN SAVAGE, LLP
1080 Main Street, Pawtucket, RI 02860
P: 401-272-1499 | F: 401-272-1403
cfragomeni@shslawfirm.com

1900695

COMPLETE THIS SECTION

COMPLETE THIS SECTION ON DELIVERY

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
Lawrence Gates
150 Bradley Place, Apt 113
Palm Beach, FL
33480



9590 9402 5513 9249 0446 31

2. Article Number (Transfer from service label)

A. Signature
X *[Signature]* Agent
 Addressee

B. Received by (Printed Name) C. Date of Delivery
Gates *6-1-20*

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type
- Adult Signature
 - Adult Signature Restricted Delivery
 - Certified Mail®
 - Certified Mail Restricted Delivery
 - Collect on Delivery
 - Collect on Delivery Restricted Delivery
 - Insured Mail
 - Insured Mail Restricted Delivery (over \$500)
 - Priority Mail Express®
 - Registered Mail™
 - Registered Mail Restricted Delivery
 - Return Receipt for Merchandise
 - Signature Confirmation™
 - Signature Confirmation Restricted Delivery

PS F 7019 1120 0002 2312 3835

Domestic Return Receipt



STATE OF RHODE ISLAND
PROVIDENCE, SC

SUPERIOR COURT

)
LAWRENCE GATES, in his capacity as)
a partner of HOPKINS HEALTH CENTER,)
a Rhode Island general partnership, and)
HOPKINS HEALTH CENTER, a Rhode)
Island General Partnership,)
Petitioners,)
)
v.)
)
REAL PROPERTY LOCATED AT 608)
SMITHFIELD ROAD, NORTH)
PROVIDENCE, RHODE ISLAND 02904,)
and 610 SMITHFIELD ROAD, NORTH)
PROVIDENCE, RHODE ISLAND 02904,)
Respondent.)
_____)

C.A. No. PC-2020-03954

AFFIDAVIT OF SERVICE OF RECEIVERSHIP CITATIONS


I, Christopher J. Fragomeni, Esq., hereby certify that I made service of the Receivership Citations issued in the above-captioned matter, which are attached hereto as **Exhibit A**, upon Robert R. Forcier outside the State by mailing said Receivership Citations to him at 6365 Bahia Del Mar Boulevard, Apt. 213, St. Petersburg, Florida 33715, by certified mail, return receipt requested, in accordance with Superior Court Rules of Civil Procedure 4(f)(1). The return receipt, which is attached hereto as **Exhibit B**, indicates that the Receivership Citations were accepted on June 1, 2020.

[SIGNATURE PAGE AND ACKNOWLEDGEMENT TO FOLLOW]



Christopher J. Fragomeni (#9476)
SHECHTMAN HALPERIN SAVAGE, LLP
1080 Main Street, Pawtucket, RI 02860
P: 401-272-1400 | F: 401-272-1403
cfragomeni@shslawfirm.com

Subscribed and sworn to me this 10th day of June 2020.



Notary Public:
My Commission Expires: 1-9-23

Deborah A. Galasso Notary Public State of Rhode Island ID # 50853 My Comm Expires 1/9/2023
--



STATE OF RHODE ISLAND AND  PROVIDENCE PLANTATIONS

RECEIVERSHIP CITATION

Office of the Clerk of the Superior Court

PC: 2020-03954

To the Sheriffs of our Several Counties, or to their Deputies,

You are hereby required to notify:

REAL PROPERTY LOCATED AT 608 SMITHFIELD ROAD, NORTH PROVIDENCE, RHODE ISLAND 02904

.....**Respondent**.....

...of the filing in this office of a petition by

..... **LAWRENCE GATES, in his capacity as a partner of HOPKINS HEALTH CENTER, a Rhode Island general partnership, and HOPKINS HEALTH CENTER, a Rhode Island General Partnership**

.....**Petitioners**.....

..... representing, among other things, that the respondent corporation is insolvent in that it is unable to meet..
..... its obligations as they mature in the ordinary course of business and.....
.....that the appointment of a Receiver is advisable to conserve and protect the assets and effects.....
.....from potential suits and attachments.....

.....**AND PRAYING**.....

..... That the Court appoint a receiver for Respondent Corporation.....

and also cite the said respondent to appear before our Superior Court, at **Providence** in the County of **Providence** on **25th day of June, 2020, A.D.** at 9:30 o'clock AM, that s(he) may then and there show cause, if any s(he) has, why the prayer of said petition should not be granted.

Hereof fail not and make true return of this writ with your doings thereon.

Witness, the Seal of our SUPERIOR COURT, this 27th day of May, 2020 A.D



.../s/ SUSAN M DIGGINS..., CLERK



STATE OF RHODE ISLAND AND

PROVIDENCE PLANTATIONS

SUPERIOR COURT

LAWRENCE GATES, in his capacity as a partner of HOPKINS HEALTH CENTER, a Rhode Island general partnership, and HOPKINS HEALTH CENTER, a Rhode Island General Partnership Petitioners vs REAL PROPERTY LOCATED AT 608 SMITHFIELD ROAD, NORTH PROVIDENCE, RHODE ISLAND 02904 Respondents	Civil Action File Number PC-2020-03954
--	---

PROOF OF SERVICE

I hereby certify that on the date below I served a copy of the Citation dated _____ received
herewith upon the Defendant, _____, by delivering or leaving said
papers in the following manner:

- With the Defendant personally.
- At the Defendant's dwelling house or usual place of abode with a person of suitable age and discretion then residing therein.

Name of person of suitable age and discretion _____

Address of dwelling house or usual place of abode _____

Age _____

Relationship to the Defendant _____

I was unable to make service after the following reasonable attempts: _____

SERVICE DATE: ____ / ____ / ____
Month Day Year

SERVICE FEE \$ _____

Signature of SHERIFF or DEPUTY SHERIFF or CONSTABLE





RECEIVERSHIP CITATION

Office of the Clerk of the Superior Court

PC: 2020-03954

To the Sheriffs of our Several Counties, or to their Deputies,

You are hereby required to notify:

REAL PROPERTY LOCATED AT 610 SMITHFIELD ROAD, NORTH PROVIDENCE, RHODE ISLAND 02904

.....**Respondent**.....

...of the filing in this office of a petition by

..... **LAWRENCE GATES, in his capacity as a partner of HOPKINS HEALTH CENTER, a Rhode Island general partnership, and HOPKINS HEALTH CENTER, a Rhode Island General Partnership**

.....**Petitioners**.....

..... representing, among other things, that the respondent corporation is insolvent in that it is unable to meet..

..... its obligations as they mature in the ordinary course of business and.....

.....that the appointment of a Receiver is advisable to conserve and protect the assets and effects.....

.....from potential suits and attachments.....

.....**AND PRAYING**.....

..... That the Court appoint a receiver for Respondent Corporation.....

and also cite the said respondent to appear before our Superior Court, at **Providence** in the County of **Providence** on **25th day of June, 2020, A.D.** at 9:30 o'clock AM, that s(he) may then and there show cause, if any s(he) has, why the prayer of said petition should not be granted.

Hereof fail not and make true return of this writ with your doings thereon.

Witness, the Seal of our SUPERIOR COURT, this 27th day of May, 2020 A.D



.../s/ SUSAN M DIGGINS..., CLERK



STATE OF RHODE ISLAND AND

PROVIDENCE PLANTATIONS

SUPERIOR COURT

LAWRENCE GATES, in his capacity as a partner of HOPKINS HEALTH CENTER, a Rhode Island general partnership, and HOPKINS HEALTH CENTER, a Rhode Island General Partnership Petitioners vs REAL PROPERTY LOCATED AT 610 SMITHFIELD ROAD, NORTH PROVIDENCE, RHODE ISLAND 02904 Respondents	Civil Action File Number PC-2020-03954
--	---

PROOF OF SERVICE

I hereby certify that on the date below I served a copy of the Citation dated _____ received
herewith upon the Defendant, _____, by delivering or leaving said
papers in the following manner:

- With the Defendant personally.
- At the Defendant's dwelling house or usual place of abode with a person of suitable age and discretion then residing therein.

Name of person of suitable age and discretion _____

Address of dwelling house or usual place of abode _____

Age _____

Relationship to the Defendant _____

I was unable to make service after the following reasonable attempts: _____

SERVICE DATE: ____ / ____ / ____
Month Day Year

SERVICE FEE \$ _____

Signature of SHERIFF or DEPUTY SHERIFF or CONSTABLE



STATE OF RHODE ISLAND
PROVIDENCE, SC

SUPERIOR COURT

)
LAWRENCE GATES, in his capacity as)
a partner of HOPKINS HEALTH CENTER,)
a Rhode Island general partnership, and)
HOPKINS HEALTH CENTER, a Rhode)
Island General Partnership,)
Petitioners,)

v.)

C.A. No. PC-2020-03954

)
REAL PROPERTY LOCATED AT 608)
SMITHFIELD ROAD, NORTH)
PROVIDENCE, RHODE ISLAND 02904,)
and 610 SMITHFIELD ROAD,)
PROVIDENCE, RHODE ISLAND 02904,)
Respondent.)
_____)

ORDER APPOINTING TEMPORARY *IN REM* RECEIVER

The above captioned matter came before the Honorable Brian P. Stern on May 20, 2020, upon the Verified Petition for the Appointment of a Receiver of Lawrence Gates, in his capacity as a partner of Hopkins Health Center, a Rhode Island general partnership, and Hopkins Health Center, a Rhode Island general partnership (collectively, "Petitioners"). Upon consideration thereof, it is hereby

ORDERED, ADJUDGED, AND DECREED

1. That Jonathan N. Savage, Esq., of Shechtman Halperin Savage, LLP, 1080 Main Street, Pawtucket, Rhode Island 02860, be and hereby is appointed Temporary *In Rem* Receiver (the "Receiver") of the real property located at 608 Smithfield Road, North Providence, Rhode Island 02904 and 610 Smithfield Road, North Providence, Rhode Island 02904 (collectively, "Real Property"), as more particularly described in (1) the Warranty Deed from Thomas J. Lough to Hopkins Health Center, a Rhode Island general partnership ("Hopkins"), dated June 5, 1997 and

recorded in Book 313 at Page 415 of the North Providence Land Evidence Records; and (2) the Warranty Deed from Forcier Industries, Inc. to Hopkins dated October 29, 1973 and recorded in Book 87 at Page 522 of the North Providence Land Evidence Records; including all buildings and improvements now or hereafter situated thereon; together with all fixtures now or hereafter placed in or upon the Real Property; all easements, licenses, privileges, hereditaments, and appurtenances belonging to or inuring to the benefit of the Real Property; all fixtures, machinery, equipment, or other personal property of every kind, description, and nature whatsoever now or hereafter located on the Real Property; all insurance proceeds, awards, and other amounts paid for any damage or loss to the Real Property; all issues, benefits, and profits of the Real Property; all of the right, title, and interest in and to the leases, subleases, occupancy agreements, licenses, concession agreements; and all other tenancy agreements; all rents and other payments of any kind due or payable and to become due and payable by virtue of any lease, use, possession, or occupancy; and all records and books of account now or hereafter maintained in connection with the Real Property.

2. That said Receiver shall, no later than five (5) days from the date hereof, file a bond in the sum of \$ 25,000.00 with any surety company authorized to do business in the State of Rhode Island as surety thereon, conditioned that the Receiver will well and truly perform the duties of said office and duly account for all monies and property that may come into the Receiver's hands and abide by and perform all things that the Receiver will be directed to do by this Court.

3. That said Receiver is authorized to take possession and charge of the Real Property and to seek to sell the Real Property and, in the interim, to collect the rents and otherwise manage the Real Property, all for the benefit of the creditors of the Real Property.

4. That said Receiver be and hereby is authorized until further Order of this Court, in the Receiver's discretion and as the Receiver deems appropriate and advisable, to take title to and manage the Real Property, to borrow money from time to time, to purchase for cash or upon credit, merchandise, materials, and other property, to engage counsel, and to engage employees and assistants, clerical or otherwise, and to do and perform or cause to be done and performed all other acts and things as are appropriate. Said Receiver shall obtain authorization from this Court before retaining accountants, business consultants, appraisers, and special counsel.

5. The Receiver and the law firm of which the Receiver is a member are hereby engaged as general counsel to said Receiver.

6. That the Receiver shall have no responsibility or obligation to file any federal, state, or other tax returns. The payment of any federal or state taxes arising out of any sale shall be the sole responsibility of the owner of the Real Property.

7. This Court finds that the designation of the aforesaid person as Receiver herein is warranted and required because of said Receiver's specialized expertise and experience in managing real property in receivership and in administering non-routine receiverships that involve unusual or complex legal, financial, or business issues.

8. That the commencement, prosecution, or continuance of the prosecution of any action, suit, arbitration, proceeding, hearing, or any foreclosure, reclamation, or repossession proceeding, both judicial and non-judicial, or any other proceeding, in law or in equity, or under any statute or otherwise, against or affecting the Real Property, in any court, agency, tribunal, or elsewhere, or before any arbitrator or otherwise, by any creditor, stockholder, corporation, partnership, or any other person, or the levy of any attachment, execution, or other process upon or against the Real Property or any property comprising part of the Real Property, or the taking or

attempting to take into possession of the Real Property or any property comprising part of the Real Property, or the cancellation at any time during the Receivership proceeding herein of any insurance policy, lease, or other contract for the benefit of or relating to the Real Property, by any of such parties as aforesaid, other than the Receiver designated as aforesaid, or the termination of telephone, electric, gas, or other utility service to the Real Property, by any public utility, without obtaining prior approval thereof from this Honorable Court, in which connection said Receiver shall be entitled to prior notice and an opportunity, to be heard, are hereby restrained and enjoined until further Order of this Court.

9. That Citation be issued to said Real Property and its owner returnable to the Superior Court sitting at Providence County, Providence, Rhode Island, on June 25, 2020 at 9:30 a.m./p.m. at which time and place this cause is set down for hearing on the prayer for the appointment of a Permanent *In Rem* Receiver; that the Clerk of this Court shall give Notice of the pendency of the Petition herein by publishing this Order Appointing Temporary *In Rem* Receiver once in The Providence Journal on or before June 8, 2020, and the Receiver shall give further notice by mailing, on or before June 8, 2020 a copy of said Order Appointing Temporary *In Rem* Receiver to each of the Real Property's creditors and stockholders whose address is known or may become known to the Receiver.

ENTERED as an order of this Court on the 22nd day of May, 2020.

ENTERED:

Brian P. Stern, Jr.
Stern, J.

BY ORDER:

/s/ Carin Miley
Deputy Clerk I
Deputy Clerk May 22, 2020

Presented by:
Counsel to the Receiver,

/s/ Christopher J. Fragomeni
Christopher J. Fragomeni, Esq. (9476)
SHECHTMAN HALPERIN SAVAGE, LLP
1080 Main Street, Pawtucket, RI 02860
P: 401-272-1499 | F: 401-272-1403
cfragomeni@shslawfirm.com

1900695

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY																
<ul style="list-style-type: none">■ Complete items 1, 2, and 3.■ Print your name and address on the reverse so that we can return the card to you.■ Attach this card to the back of the mailpiece, or on the front if space permits.	<p>A. Signature X <i>Couira TS11554</i> <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>R Forcier</i> C. Date of Delivery <i>6/1/20</i></p>																
<p>1. Article Addressed to: <i>Forcier Industries, Inc. Robert Forcier 6365 Bahia Del Mar Blvd Apt. 213 St Petersburg, FL 33715</i></p> <p> 9590 9402 5513 9249 0446 48</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>3. Service Type</p> <table border="0"><tr><td><input type="checkbox"/> Adult Signature</td><td><input type="checkbox"/> Priority Mail Express®</td></tr><tr><td><input type="checkbox"/> Adult Signature Restricted Delivery</td><td><input type="checkbox"/> Registered Mail™</td></tr><tr><td><input checked="" type="checkbox"/> Certified Mail®</td><td><input type="checkbox"/> Registered Mail Restricted Delivery</td></tr><tr><td><input type="checkbox"/> Certified Mail Restricted Delivery</td><td><input checked="" type="checkbox"/> Return Receipt for Merchandise</td></tr><tr><td><input type="checkbox"/> Collect on Delivery</td><td><input type="checkbox"/> Signature Confirmation™</td></tr><tr><td><input type="checkbox"/> Collect on Delivery Restricted Delivery</td><td><input type="checkbox"/> Signature Confirmation Restricted Delivery</td></tr><tr><td><input type="checkbox"/> Insured Mail</td><td></td></tr><tr><td><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</td><td></td></tr></table>	<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®	<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™	<input checked="" type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery	<input type="checkbox"/> Certified Mail Restricted Delivery	<input checked="" type="checkbox"/> Return Receipt for Merchandise	<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™	<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery	<input type="checkbox"/> Insured Mail		<input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	
<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®																
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<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery																
<input type="checkbox"/> Insured Mail																	
<input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)																	
<p>2. Article Number (Transfer from service label)</p> <p> PS 7019 1120 0002 2312 3828</p>	<p>Domestic Return Receipt</p>																

Special Master and Permanent *In Rem* Receiver's First Interim
Report and Request for Fees

Exhibit K

Advertiser: Shechtman Halperin Savage LLP
Agency: N/A
Section-Page-Zone(s): A-7-All
Ad Number: 11203644
Insertion Number: N/A
Size: 1.13 in x 16.9 in
Color Type: 0

STATE OF RHODE ISLAND
 SUPERIOR COURT
 PC 2020-2315
 LAWRENCE GATES, in his capacity as a partner of RHOKINS HEALTH CENTER, a Rhode Island general partnership, and RHOKINS HEALTH CENTER, a Rhode Island General Partnership, Petitioners,
 vs.
 REAL PROPERTY LOCATED AT 608 SMITHFIELD ROAD NORTH PROVIDENCE, RHODE ISLAND 02904 and 474 SMITHFIELD ROAD, PROVIDENCE, RHODE ISLAND 02904, Respondent.

NOTICE OF ORDER APPOINTING TEMPORARY IN REM RECIPIVER
 Please take notice that on May 27, 2020, an Order Appointing Temporary In Rem Recipient was entered by the Providence County Superior Court in the above-captioned matter. Said Order appointed Jonathan W. Savage, Esq., as recipient in Rem Recipient of the real property located at 608 Smithfield Road, North Providence, Rhode Island 02904 and 474 Smithfield Road, Providence, Rhode Island 02904 (collectively, "Real Property") and stated that the Respondent Receiver was to give a copy of this Order in the amount of \$250,000.00 with respect to the faithful performance of the duties conferred upon said Receiver by said Order.

Said Order, the original of which is on file in the Office of the Clerk of the Providence County Superior Court, was entered in accordance with the provisions of the Rhode Island Civil Procedure Rules, Chapter 109, and in accordance with the provisions of the Rhode Island Civil Procedure Rules, Chapter 109, and in accordance with the provisions of the Rhode Island Civil Procedure Rules, Chapter 109, and in accordance with the provisions of the Rhode Island Civil Procedure Rules, Chapter 109.

RHODE ISLAND INFRASTRUCTURE BANK
 NOTICE OF PROPOSED PLAN TO PURCHASE CLEAN WATER STATE REVOLVING FUND (CWRF)

The Executive Director and CEO of Rhode Island Infrastructure Bank ("RIB") proposes the adoption of the final Year 2021 LOP to apply for final funds made available by the State of Rhode Island's annual of the CWRF to fund the Rhode Island Infrastructure Bank 235 Promenade Street, Suite 119, Providence, RI 02903.

Written comments to said Real Property and its owner relations to the Superior Court sitting at Providence, Rhode Island, on June 25, 2020 at 9:30 a.m. at which time and place this notice is set forth, on or before May 20, 2020.

CITY OF PAWTUCKET INVITATION TO BID
 24-028 - Fleet Parts and Services
 (CONTINUOUS RECRUITMENT)

The City of Pawtucket is seeking sealed bids to provide the above-referenced services. Specifications and details are available on-line at www.pawtucket.com under Purchasing or on the State of Rhode Island Purchasing web site at www.purchasing.state.rhodeisland.gov.

INVITATION TO BID
 SNOW REMOVAL TO THE CUMBERLAND SCHOOL DISTRICT
 Sealed bids for furnishing snow removal to the Cumberland School District for the year ending on May 7, 2021 at 12:00 PM on the premises, by virtue of the power of sale contained in a mortgage by Citizens Bank, dated 10/09/2019, are invited to bid. Other terms will be upon public bid.

MORTGAGEE'S SALE
 19 Park Avenue, Hartsville (Hartsville), RI 02846-1776 until 10:00 a.m. June 22, 2020 at which time bids will be opened publicly.

NOTICE OF MORTGAGEE'S SALE
 BURGESS BROS. FURNITURE EQUIPMENT CUMBERLAND SCHOOL DISTRICT
 Sealed bids for furnishing the Cumberland School District for all equipment received at the Business Office, 2602 Madison Road, Cumberland, RI 02846-3720 until 10:00 a.m. June 24, 2020 at which time bids will be opened publicly.

ATTENTION: CONSUMER OF SMITHFIELD WATER
 Our Customer Service Report will be available on or after May 27, 2020 on the internet and can be viewed at www.smithfieldwater.com/customer-service.

MORTGAGEE'S SALE
 In Richard Smith at Cranston, RI, 1st Lt. 101-2423
 The premises described in the mortgage will be sold subject to all encumbrances and liens on May 23, 2020 at 12:00 PM on the premises, by virtue of the power of sale contained in a mortgage by Citizens Bank, dated 10/09/2019, are invited to bid. Other terms will be upon public bid.

HELP WANTED
 RIBTERMINATED
 Associated with the Rhode Island Infrastructure Bank, RIB is seeking individuals who are interested in a career opportunity with RIB.

Help Wanted
 Full-time, in a bonding for a FT position in the Providence area. The position is for a full-time position in the Providence area.

Help Wanted
 RIBTERMINATED
 Associated with the Rhode Island Infrastructure Bank, RIB is seeking individuals who are interested in a career opportunity with RIB.

Help Wanted
 RIBTERMINATED
 Associated with the Rhode Island Infrastructure Bank, RIB is seeking individuals who are interested in a career opportunity with RIB.

NOTICE OF MORTGAGEE'S SALE
 BURGESS BROS. FURNITURE EQUIPMENT CUMBERLAND SCHOOL DISTRICT
 Sealed bids for furnishing the Cumberland School District for all equipment received at the Business Office, 2602 Madison Road, Cumberland, RI 02846-3720 until 10:00 a.m. June 24, 2020 at which time bids will be opened publicly.

NOTICE OF MORTGAGEE'S SALE
 BURGESS BROS. FURNITURE EQUIPMENT CUMBERLAND SCHOOL DISTRICT
 Sealed bids for furnishing the Cumberland School District for all equipment received at the Business Office, 2602 Madison Road, Cumberland, RI 02846-3720 until 10:00 a.m. June 24, 2020 at which time bids will be opened publicly.

NOTICE OF MORTGAGEE'S SALE
 BURGESS BROS. FURNITURE EQUIPMENT CUMBERLAND SCHOOL DISTRICT
 Sealed bids for furnishing the Cumberland School District for all equipment received at the Business Office, 2602 Madison Road, Cumberland, RI 02846-3720 until 10:00 a.m. June 24, 2020 at which time bids will be opened publicly.

NOTICE OF MORTGAGEE'S SALE
 BURGESS BROS. FURNITURE EQUIPMENT CUMBERLAND SCHOOL DISTRICT
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 BURGESS BROS. FURNITURE EQUIPMENT CUMBERLAND SCHOOL DISTRICT
 Sealed bids for furnishing the Cumberland School District for all equipment received at the Business Office, 2602 Madison Road, Cumberland, RI 02846-3720 until 10:00 a.m. June 24, 2020 at which time bids will be opened publicly.

NOTICE OF MORTGAGEE'S SALE
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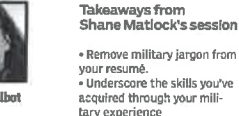
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VETERANS VOICE
Here's advice from a vet on searching for a job



Takeaways from Shane Matlock's session

- Remove military jargon from your resume.
- Underscore the skills you've acquired through your military experience
- Research the company you're interested in working for, so you know which skills are transferable and valued in its culture.

Meetings

- June 10, 11 a.m., Women's Veterans Network Group via teleconference. Discussion to be led by Women's Veterans Program Manager Tonya McConnell, call (401) 919-2820 to pre-register.
- June 10, 11 a.m., Women's Veterans Network Group via teleconference. Discussion to be led by Women's Veterans Program Manager Tonya McConnell, call (401) 919-2820 to pre-register.

Operation Stand Down Rhode Island was the host of one such information-sharing session last week.

The featured speaker was Shane Matlock (U.S. Army, Ret.) who was active duty for 10 years and had two tours in Afghanistan. He was a member of the 10th Mountain Division for four years and also worked at a NATO base in France. Matlock now is the owner and founder of The Burgundians: Cornme and Waffles, a Rhode Island-based food truck and catering company that originated at the culinary incubator Hope & Main and will soon be expanding to include a storefront at 55 Park St. in Attleboro.

When he returned to the United States, Matlock got his MBA and went to work in private industry. It was in the process of obtaining that first civilian job, he said, that he "started to understand how much I didn't know about how much the civilian world didn't know."

Rank structure, job responsibilities were foreign languages to the recruiters with whom Matlock interacted. He wasn't advancing in the interview process for many of the jobs he had applied for, so he took a step back and reassessed his strategy.

"After speaking with civilian family members and friends, Matlock said, he "realized it was really incumbent upon me to translate a lot of my resume, my background, and the different environment." He needed to decode his resume and put it into civilian speak.

By removing acronyms, and explaining ranks and job responsibilities, he was able to make prospective employers understand the skills that he could bring to bear for their company.

Lack of familiarity with military duties and responsibilities among the general public may contribute to the lack of knowledge in hiring situations. The Pew Research Center published a study, "The Military-Civilian Gap: Fewer Family Connections" that found that of adults under the age of 50, only 57 percent of those between 30-49 have had a serving family member who served and only 33 percent of those between 18 and 29 have a family connection to military service.

In the end, Matlock said, his job search was eye-opening. "I thought coming from the military would be something almost special about me. That I would want to keep and highlight on a regular basis... Honestly, at the end of the day, it wasn't."

"Every business has their own culture and they want you to fit into that culture. They want you to take your skills but adapt it to a new culture..."

CLASSIFIEDS
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 © Providence Journal.com/marketing

Automobiles For Sale 2017 Honda Civic EX-L VTEC 2018 Honda Civic EX-L VTEC 2019 Honda Civic EX-L VTEC 2020 Honda Civic EX-L VTEC	Help Wanted Full-time, in a bonding for a FT position in the Providence area. The position is for a full-time position in the Providence area.	Wanted To Buy WANTED TO BUY 2017 Honda Civic EX-L VTEC 2018 Honda Civic EX-L VTEC 2019 Honda Civic EX-L VTEC 2020 Honda Civic EX-L VTEC
Autos/Trucks Wanted 2017 Honda Civic EX-L VTEC 2018 Honda Civic EX-L VTEC 2019 Honda Civic EX-L VTEC 2020 Honda Civic EX-L VTEC	Help Wanted Full-time, in a bonding for a FT position in the Providence area. The position is for a full-time position in the Providence area.	Providence County Full-time, in a bonding for a FT position in the Providence area. The position is for a full-time position in the Providence area.
Help Wanted Full-time, in a bonding for a FT position in the Providence area. The position is for a full-time position in the Providence area.	Miscellaneous Announcements Full-time, in a bonding for a FT position in the Providence area. The position is for a full-time position in the Providence area.	Lots For Sale Full-time, in a bonding for a FT position in the Providence area. The position is for a full-time position in the Providence area.

Home for Sale
Apartments for Rent
Mortgage Calculator
Neighborhood of the Week
Recent Real Estate Transactions
House of the Week
Community Profiles
Flood Maps
News from Rhode Island Communities
Photo Galleries
Current Mortgage Rates
Your complete Real Estate resource.
 In-paper and online

Providence Journal
www.providencejournal.com/homes

Special Master and Permanent *In Rem* Receiver's First Interim
Report and Request for Fees

Exhibit L

STATE OF RHODE ISLAND
PROVIDENCE, SC

SUPERIOR COURT

)
LAWRENCE S. GATES, in his capacity)
as Secretary of Hopkins Manor, Ltd.,)
and as Managing Member of Hopkins)
Health Center LLC,)
Petitioner,)

vs.)

C.A. No. PC-2020-03413

HOPKINS MANOR, LTD., a Rhode Island)
Corporation, and HOPKINS HEALTH)
CENTER LLC, a Rhode Island Limited)
Liability Corporation,)
Respondents,)
_____)

administratively consolidated with

)
LAWRENCE GATES, in his capacity as)
a partner of HOPKINS HEALTH CENTER,)
a Rhode Island general partnership, and)
HOPKINS HEALTH CENTER, a Rhode)
Island General Partnership,)
Petitioners,)

v.)

C.A. No. PC-2020-03954

REAL PROPERTY LOCATED AT 608)
SMITHFIELD ROAD, NORTH)
PROVIDENCE, RHODE ISLAND 02904,)
and 610 SMITHFIELD ROAD, NORTH)
PROVIDENCE, RHODE ISLAND 02904,)
Respondent.)
_____)

ORDER APPOINTING PERMANENT *IN REM* RECEIVER

This matter came before the Honorable Brian Stern on June 25, 2020 on the Petition for Appointment of a Permanent *in rem* Receiver for the real property and improvements thereon at 608 and 610 Smithfield Road, North Providence, Rhode Island, as the same is more particularly identified in the Petition commencing PC-2020-03954 (collectively, the “Real Property”) in these

consolidated proceedings, and it appearing that the notice provided by the earlier-entered Order of this Court upon such Petition has been given, and upon consideration thereof, it is now hereby

ORDERED, ADJUDGED AND DECREED:

1. That Jonathan N. Savage, Esq., of Shechtman Halperin Savage, LLP, 1080 Main Street, Pawtucket, Rhode Island, be and hereby is appointed Permanent Receiver (the "Receiver") of the Real Property with all the powers conferred upon the Receiver by the Rhode Island General Laws, by this order, or otherwise, and with all powers incidental to the Receiver's said Office in respect thereto;

2. That said Receiver has filed herein a bond in the amount of \$10,000.00 with corporate surety thereon authorized to do business in the State of Rhode Island conditioned that the Receiver will well and truly perform the duties of said office;

3. That said Receiver be and hereby is authorized, empowered and directed to take possession and charge of the Real Property, and is hereby vested with title to the same, with full power to prosecute, defend, adjust and compromise all claims and suits of, by, or against such Real Property and to appear, intervene or become a party in all suits, actions or proceedings relating thereto as may in the judgment of the Receiver be necessary or desirable for the protection, maintenance and preservation of the Real Property.

4. That this appointment is made in succession to the appointment of Temporary Receiver heretofore made by order of this Court, and the Receiver shall take and be vested with the title to the Real Property and all choses-in-action in respect thereto which have heretofore accrued to the Temporary Receiver with power to confirm and ratify in writing such agreements as are entered into by such Temporary Receiver and to carry out and perform the same.

5. That the Receiver is authorized, in the Receiver's discretion, to manage and secure the Real Property until further order of this Court, and to incur expenses for goods and services and to purchase for cash such merchandise, supplies and materials as in the Receiver's discretion may be desirable or necessary for the management and security thereof.

6. The Receiver herein is also the Special Master in the companion case of PC-2020-03413. For consistency and to avoid any conflict between them, the terms, conditions, and provisions of the Order Appointing Permanent Special Master in PC-2020-03413 ("Order Appointing Permanent Special Master") are incorporated into this Order and, notwithstanding anything in this Order to the contrary, shall apply with equal effect to the Receiver herein, including in respect to all matters relating to the engagement and payment of any professionals.

7. The Real Property shall be sold in conformance with and subject to the provision of the Order of this Court authorizing its sale, along with other assets, in these consolidated proceedings (the "Sale Order"); and, notwithstanding anything herein to the contrary, nothing in this Order shall be read or construed to modify the terms, conditions or provisions of the Sale Order.

8. That said Receiver be, and hereby is, authorized and empowered, as soon as there are sufficient funds available, to pay all City, State and United States taxes of any kind, nature and description, including withholding taxes.

9. In fulfillment of the reporting requirements set forth in Rule 66(e) of the Superior Court Rules of Civil Procedure, the Receiver shall file with the Court the Reports referred to in said Rule, as and when the Receiver deems necessary or advisable under the circumstances, or, in any event, as and when required by Order of this Court. In addition, the Receiver shall file with

the Court, on or before May 1st and October 1st of each year, a Receivership Control Calendar Report in accordance with Rhode Island Superior Court Administrative Order No. 98-7.

10. That the Receiver shall continue to discharge said Receiver's duties and trusts hereunder until further order of this Court; that the right is reserved to the Receiver and to the parties hereto to apply to this Court for any other or further instructions to said Receiver and that this Court reserves the right, upon such Notice, if any, as it shall deem proper, to make such further orders herein as may be proper, and to modify this Order from time to time.

11. That, pursuant to and in compliance with Rhode Island Supreme Court Executive Order No. 95-01, this Court finds that the designation of the aforescribed person for appointment as Receiver is warranted and required because of said Receiver's specialized expertise and experience.

12. That the commencement, prosecution, or continuance of the prosecution, of any action, suit, arbitration proceeding, hearing, or any foreclosure, reclamation or repossession proceeding, both judicial and non-judicial, or any other proceeding, in law, or in equity or under any statute, or otherwise, against or otherwise in respect to the Real Property, in any Court, agency, tribunal, or elsewhere, or before any arbitrator, or otherwise by any creditor, stockholder, corporation, partnership or any other person, or the levy of any attachment, execution or other process upon or against the Real Property, or the taking or attempting to take into possession the Real Property or any interest therein, or the cancellation at any time during the Receivership proceeding herein of any insurance policy, lease or other contract regarding the Real Property, by any of such parties as aforesaid, other than the Receiver designated as aforesaid, or the termination of telephone, electric, gas or other utility service to the Real Property, by any public utility, without obtaining prior approval thereof from this Honorable Court, in which connection said Receiver

shall be entitled to prior notice and an opportunity to be heard, are hereby restrained and enjoined until further Order of this Court.

13. If necessary, the Receiver is hereby authorized to conduct tests, remove and/or dispose of any hazardous substance, (collectively, the “Hazardous Substances”) located on the Real Property.

14. That the provisions of 42 U.S.C. §9601(20)(A) and (20)(D), §9607 (d)(2) and §9601(35)(A) in tandem with §9607(b)(3) of the Comprehensive Environmental Responsive Compensation and Liability Act (“CERCLA”) are applicable to the within Receivership proceeding, and the Receiver is not an “owner” or “operator” as defined under said statutory provisions and falls within the scope of §9601(35)(A) in tandem with §9607(b)(3), and the Receiver, in removing and disposing of the Hazardous Substances, would be acting as one “rendering care or advice” as provided in 42 U.S.C. §9607(d)(1) and (d)(2) and the applicable federal regulations pertaining to the aforesaid statutory provisions set forth in 57 Fed. Reg. 18385, codified at 40 C.F.R. §300.1105(a), as supplemented by the official comments thereto in 57 Fed. Reg. 18344, 19380-18382.

15. That the Receiver is hereby afforded the immunity provided by the aforesaid statutory provisions and regulations, and shall have no personal liability resulting from the removal and/or disposal of the Hazardous Substance and no liability under CERCLA and/or Resource Conservation and Recovery Act (“RCRA”).

16. That the Receiver is hereby authorized to execute, solely in his fiduciary capacity as Receiver of the Real Property, any and all documents necessary to effectuate the removal and disposal of said Hazardous Substances, including but not limited to, Uniform Hazardous Waste Manifests and all documents needed to obtain an Emergency Waste Generator’s Certificate and

Number, and the execution of any such documents by the Receiver is hereby deemed to be executed by him as an officer of this Court and not as a generator of the Hazardous Substances nor as an “owner” and/or “operator”, as those terms are defined in 42 U.S.C. §9601(20)(A) and (20)(D) and applicable federal regulations.

17. That in addition to the foregoing statutory provisions, the Receiver is hereby declared to be acting pursuant to 42 U.S.C. §9607(d)(1) and (d)(2) and all applicable federal regulations as “rendering care and advice” in removing and disposing of the Hazardous Substances, and is entitled to the protections from liability afforded by said statutory provisions and applicable federal regulations in addition to any other defenses and protections that may be available to the Receiver, and falls within the scope of 42 U.S.C. §9601(35)(A) in tandem with §9607(b)(3) and all applicable federal regulations.

18. All creditors or other claimants hereby are ordered to file under oath with the Receiver at 1080 Main Street, Pawtucket, Rhode Island 02860 on or before the 3rd day of November, 2020, a statement setting forth their claims, including, but without limiting the generality of the foregoing, the name and address of the claimant, the nature and amount of such claim, a statement of any security or lien held by the claimant to which such claimant is or claims to be entitled, and also a statement as to any preference or priority which the claimant claims to be entitled to over the claims of any other or all other claimants or creditors.

19. Notice will be given of the entry of the Order Appointing Permanent Receiver by the Clerk of this Court by publication in *The Providence Journal* on 20th day of July, 2020, and by the Receiver mailing on the 20th day of July, 2020, a copy of said Receivership Notice to each creditor holding claims against or in respect to the Real

Property known as such to the Receiver, or appearing as such on the books related to the Real Estate, addressed to each such creditor at last known address.

21. This Order is entered by virtue of and pursuant to this Court's equity powers and pursuant to its powers as authorized by the laws and statutes of the State of Rhode Island.

ENTERED as an Order of this Court this 3rd day of July, 2020.

ENTERED:

Brian P. Stern, J.
Stern, J.
July 3, 2020

BY ORDER:

/s/ Carin Miley
Deputy Clerk I
July 3, 2020
Deputy Clerk, Superior Court

Jointly Presented by:

Counsel to the Special Master and Receiver

/s/ Christopher J. Fragomeni
Christopher J. Fragomeni, Esq. (9476)
Shechtman Halperin Savage, LLP
1080 Main Street, Pawtucket, RI 02860
P: 401-272-1400
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cfragomeni@shslawfirm.com

Counsel to Walker and Dunlop, LLC

/s/ Matt McGowan
Matthew McGowan, Esq.
Salter McGowan Sylvia & Leonard, Inc.
56 Exchange Terrace, Suite 500
Providence, RI 02903
P: 401.600.0140
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mmcgowan@smsllaw.com

/s/ Jeffrey Marks
Jeffrey Marks, Esq., *Pro Hac Vice*
Vorys, Sater, Seymour and Pease LLP
P: 513.723.4482
jamarks@vorys.com

CERTIFICATE OF SERVICE

I hereby certify that on June 30, 2020, I have this date filed the foregoing document through the Court's electronic filing system. Such papers, having been electronically served, are available for viewing and/or downloading from the Rhode Island Judiciary's Electronic Filing System. Those who have entered their appearance electronically or who are otherwise entitled to receive such papers electronically through such system have or will receive the foregoing papers through such system.

/s/ Christopher J. Fragomeni, Esq.

Special Master and Permanent *In Rem* Receiver's First Interim
Report and Request for Fees

Exhibit M

Special Master and Permanent *In Rem* Receiver's First Interim
Report and Request for Fees

Exhibit N

STATE OF RHODE ISLAND
PROVIDENCE, SC

SUPERIOR COURT

_____)
LAWRENCE S. GATES, in his capacity)
as Secretary of Hopkins Manor, Ltd.,)
and as Managing Member of Hopkins)
Health Center LLC,)
Petitioner,)

vs.)

C.A. No. PC-2020-03413

HOPKINS MANOR, LTD., a Rhode Island)
Corporation, and HOPKINS HEALTH)
CENTER LLC, a Rhode Island Limited)
Liability Corporation,)
Respondents,)
_____)

_____)
LAWRENCE GATES, in his capacity as)
a partner of HOPKINS HEALTH CENTER,)
a Rhode Island general partnership, and)
HOPKINS HEALTH CENTER, a Rhode)
Island General Partnership,)
Petitioners,)

v.)

C.A. No. PC-2020-03954

REAL PROPERTY LOCATED AT 608)
SMITHFIELD ROAD, NORTH)
PROVIDENCE, RHODE ISLAND 02904,)
and 610 SMITHFIELD ROAD,)
PROVIDENCE, RHODE ISLAND 02904,)
Respondent.)
_____)

ORDER

It is hereby ordered, adjudged, and decreed that *Lawrence S. Gates, et al. v. Hopkins Manor, Ltd., et al.* (PC-2020-03413) is administratively consolidated with *Lawrence Gates, et al.*

v. Real Property Located at 608 Smithfield Road, North Providence, Rhode Island, 02904, et al.

(PC-2020-03954).

Entered as an order of this Court on the 9th day of ~~May~~^{June}, 2020.

ENTERED:

BY ORDER:

Brian P. Stern, J.
Stern, J.
Date: June 9, 2020

/s/ Carin Miley
Clerk Deputy Clerk I
Date: June 9, 2020

Presented by:

/s/ Christopher J. Fragomeni
Christopher J. Fragomeni, Esq. (9476)
Counsel to the Receiver and Special Master
SHECHTMAN HALPERIN SAVAGE, LLP
1080 Main Street, Pawtucket, RI 02860
P: 401-272-1400 | F:401-272-1403
cfragomeni@shslawfirm.com

CERTIFICATE OF SERVICE

I hereby certify that on May 27, 2020, I have this date filed the foregoing document through the Court's electronic filing system. Such papers, having been electronically served, are available for viewing and/or downloading from the Rhode Island Judiciary's Electronic Filing System. Those who have entered their appearance electronically or who are otherwise entitled to receive such papers electronically through such system have or will receive the foregoing papers through such system.

/s/ Christopher J. Fragomeni, Esq.

STATE OF RHODE ISLAND
PROVIDENCE, SC

SUPERIOR COURT

LAWRENCE S. GATES, in his capacity)
as Secretary of Hopkins Manor, Ltd.,)
and as Managing Member of Hopkins)
Health Center LLC,)
Petitioner,)
)
vs.)
)
HOPKINS MANOR, LTD., a Rhode Island)
Corporation, and HOPKINS HEALTH)
CENTER LLC, a Rhode Island Limited)
Liability Corporation,)
Respondents,)
)

C.A. No. PC-2020-03413

LAWRENCE GATES, in his capacity as)
a partner of HOPKINS HEALTH CENTER,)
a Rhode Island general partnership, and)
HOPKINS HEALTH CENTER, a Rhode)
Island General Partnership,)
Petitioners,)
)
v.)
)
REAL PROPERTY LOCATED AT 608)
SMITHFIELD ROAD, NORTH)
PROVIDENCE, RHODE ISLAND 02904,)
and 610 SMITHFIELD ROAD,)
PROVIDENCE, RHODE ISLAND 02904,)
Respondent.)
)

C.A. No. PC-2020-03954

ORDER

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v. Real Property Located at 608 Smithfield Road, North Providence, Rhode Island, 02904, et al.

(PC-2020-03954).

Entered as an order of this Court on the 9th day of ~~May~~^{June}, 2020.

ENTERED:

BY ORDER:

/s/ Brian P. Stern, J.

Stern, J.

Date: June 9, 2020

/s/ Carin Miley

Clerk Deputy Clerk I

Date: June 9, 2020

Presented by:

/s/ Christopher J. Fragomeni

Christopher J. Fragomeni, Esq. (9476)
Counsel to the Receiver and Special Master
SHECHTMAN HALPERIN SAVAGE, LLP
1080 Main Street, Pawtucket, RI 02860
P: 401-272-1400 | F:401-272-1403
cfragomeni@shslawfirm.com

CERTIFICATE OF SERVICE

I hereby certify that on May 27, 2020, I have this date filed the foregoing document through the Court's electronic filing system. Such papers, having been electronically served, are available for viewing and/or downloading from the Rhode Island Judiciary's Electronic Filing System. Those who have entered their appearance electronically or who are otherwise entitled to receive such papers electronically through such system have or will receive the foregoing papers through such system.

/s/ Christopher J. Fragomeni, Esq.

Special Master and Permanent *In Rem* Receiver's First Interim
Report and Request for Fees

Exhibit O

STATE OF RHODE ISLAND
PROVIDENCE, SC

SUPERIOR COURT

)
LAWRENCE S. GATES, in his capacity)
as Secretary of Hopkins Manor, Ltd.,)
and as Managing Member of Hopkins)
Health Center LLC,)
 Petitioner,)
)
vs.)
)
HOPKINS MANOR, LTD., a Rhode Island)
Corporation, and HOPKINS HEALTH)
CENTER LLC, a Rhode Island Limited)
Liability Corporation,)
 Respondents,)
_____)

C.A. No. PC-2020-03413

ORDER

The above-captioned matter came before the Honorable Brian P. Stern on an *ex parte* request of Jonathan N. Savage, Esq, solely in his capacity as Temporary Special Master (“Special Master”) of Hopkins Manor, Ltd. (“Hopkins Manor”) and Hopkins Health Center, LLC, to engage Stefan Gravenstein, M.D. (“Dr. Gravenstein”) as a patient care ombudsman. After consideration of the Special Master’s request, it is hereby

ORDERED, ADJUDGED, AND DECREED

1. That the Special Master’s *ex parte* request to engage Dr. Gravenstein is GRANTED;
2. That the Special Master is authorized to engage Dr. Gravenstein as a patient care ombudsman;
3. That Dr. Gravenstein shall be compensated on an hourly basis at a rate to be negotiated by the Special Master that does not exceed \$300 per hour;

Filed Providence Superior Court
May 12, 2020
Carin Miley, Deputy Clerk I

4. That as patient care ombudsman, Dr. Gravenstein shall, on an as-needed basis, (1) report to the Special Master about the adequacy of the patient care provided to the residents of Hopkins Manor; and (2) consult the Special Master on effective means, best practices, and the implementation of operating procedures to attempt to control or mitigate the spread of the COVID-19 virus;

5. That the Special Master is authorized to enter into and execute an agreement with Dr. Gravenstein that encompasses the terms of his engagement set forth herein;

6. That all the Special Master's acts and doings relative to the retention and engagement of Dr. Gravenstein are confirmed and ratified.

ENTERED as an order of this Court on this 12th day of May, 2020.

ENTERED:

/s/ Brian P. Stern, J.

Stern, J.

Date: May 12, 2020

BY ORDER:

/s/ Carin Miley
Deputy Clerk I

Deputy Clerk, Superior Court

Date: May 12, 2020

Presented by:

Counsel to the Special Master,

/s/ Christopher J. Fragomeni

Christopher J. Fragomeni, Esq. (9476)

SHECHTMAN HALPERIN SAVAGE, LLP

1080 Main Street, Pawtucket, RI 02860

P: 401-272-1400 | F: 401-272-1403

cfragomeni@shslawfirm.com

Special Master and Permanent *In Rem* Receiver's First Interim
Report and Request for Fees

Exhibit P

STATE OF RHODE ISLAND
PROVIDENCE, SC

SUPERIOR COURT

)
LAWRENCE S. GATES, in his capacity)
as Secretary of Hopkins Manor, Ltd.,)
and as Managing Member of Hopkins)
Health Center LLC,)
 Petitioner,)
)
vs.)
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HOPKINS MANOR, LTD., a Rhode Island)
Corporation, and HOPKINS HEALTH)
CENTER LLC, a Rhode Island Limited)
Liability Corporation,)
 Respondents,)
_____)

C.A. No. PC-2020-03413

ORDER

The above-captioned matter came before the Honorable Brian P. Stern on the *ex parte* request of Jonathan N. Savage, Esq, solely in his capacity as Temporary Special Master (“Special Master”) of Hopkins Manor, Ltd. and Hopkins Health Center, LLC, to engage Blum, Shapiro & Company, P.C. (“Blum Shapiro”) for tax, audit, and accounting services. After consideration of the Special Master’s request, it is hereby

ORDERED, ADJUDGED, AND DECREED

1. That the Special Master’s *ex parte* request to engage Blum Shapiro is GRANTED;
2. That the Special Master is authorized to engage Blum Shapiro for tax, audit, and accounting services;
3. That Blum Shapiro shall be compensated at an hourly rate not to exceed \$150 per hour; provided, however, that the cumulative compensation authorized in this order shall not exceed \$8,250 without further authorization from the Court;

Filed Providence Superior Court
May 22, 2020
Carin Miley, Deputy Clerk I

4. That the Special Master is authorized to enter into and execute an agreement with Blum Shapiro that encompasses the terms of the engagement set forth herein;

5. That all the Special Master's acts and doings relative to the retention and engagement of Blum Shapiro are approved, confirmed, and ratified.

ENTERED as an order of this Court on this 22nd day of May, 2020.

ENTERED:

Brian P. Stern, J.
Stern, J.
Date: May 22, 2020

BY ORDER:

/s/ Carin Miley
Deputy Clerk I
Deputy Clerk, Superior Court
Date: May 22, 2020

Presented by:
Counsel to the Special Master,

/s/ Christopher J. Fragomeni
Christopher J. Fragomeni, Esq. (9476)
SHECHTMAN HALPERIN SAVAGE, LLP
1080 Main Street, Pawtucket, RI 02860
P: 401-272-1400 | F: 401-272-1403
cfragomeni@shslawfirm.com

STATE OF RHODE ISLAND
PROVIDENCE, SC

SUPERIOR COURT

LAWRENCE S. GATES, in his capacity)
as Secretary of Hopkins Manor, Ltd.,)
and as Managing Member of Hopkins)
Health Center LLC,)
Petitioner,)

v.)

C.A. No. PC-2020-03413

HOPKINS MANOR, LTD., a Rhode Island)
Corporation, and HOPKINS HEALTH)
CENTER LLC, a Rhode Island Limited)
Liability Corporation,)
Respondents.)

Administratively consolidated with

LAWRENCE GATES, in his capacity as)
a partner of HOPKINS HEALTH CENTER,)
a Rhode Island general partnership, and)
HOPKINS HEALTH CENTER, a Rhode)
Island General Partnership,)
Petitioners,)

v.)

C.A. No. PC-2020-03954

REAL PROPERTY LOCATED AT 608)
SMITHFIELD ROAD, NORTH)
PROVIDENCE, RHODE ISLAND 02904,)
and 610 SMITHFIELD ROAD, NORTH)
PROVIDENCE, RHODE ISLAND 02904,)
Respondents.)

ORDER

The above-captioned administratively consolidated matters came before the Honorable Brian P. Stern on the *ex parte* request of Jonathan N. Savage, Esq. (“Special Master”), solely in his capacity as Permanent Special Master of Hopkins Manor, Ltd. and Hopkins Health Center,

LLC, that the Court amend its May 22, 2020 Order (“May 22, 2020 Order”) to increase the total authorized compensation to Blum, Shapiro & Company, P.C. (“Blum Shapiro”) by \$12,000. After consideration of the Special Master’s *ex parte* request, it is hereby

ORDERED, ADJUDGED, AND DECREED

1. That the May 22, 2020 Order is hereby amended by increasing the cumulative authorized compensation to Blum Shapiro by \$12,000; provided however, that the cumulative authorized compensation to Blum Shapiro shall not exceed \$20,250 without further authorization from the Court; and

2. That the remainder of the May 22, 2020 Order remains in full force and effect.

ENTERED as an Order of this Court this 9th day of July, 2020.

ENTER:

Brian P. Stern, Jr.
Stern, J.

BY ORDER:

/s/ Carin Miley
Deputy Clerk I
July 9, 2020
Clerk, Superior Court

Presented by:

Counsel to the Special Master,

/s/ Christopher J. Fragomeni, Esq.
Christopher J. Fragomeni, Esq. (9476)
Shechtman Halperin Savage, LLP
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cfragomeni@shslawfirm.com

Special Master and Permanent *In Rem* Receiver's First Interim
Report and Request for Fees

Exhibit Q

STATE OF RHODE ISLAND
PROVIDENCE, SC

SUPERIOR COURT

)
LAWRENCE S. GATES, in his capacity)
as Secretary of Hopkins Manor, Ltd.,)
and as Managing Member of Hopkins)
Health Center LLC,)
 Petitioner,)
)
vs.)
)
HOPKINS MANOR, LTD., a Rhode Island)
Corporation, and HOPKINS HEALTH)
CENTER LLC, a Rhode Island Limited)
Liability Corporation,)
 Respondents,)
_____)

C.A. No. PC-2020-03413

ORDER

The above-captioned matter came before the Honorable Brian P. Stern on the *ex parte* request of Jonathan N. Savage, Esq, solely in his capacity as Temporary Special Master (“Special Master”) of Hopkins Manor, Ltd. and Hopkins Health Center, LLC, to engage Whelan Corrente & Flanders, LLP (“WCF”) as attorneys for the Special Master for employment-related matters. After consideration of the Special Master’s request, it is hereby

ORDERED, ADJUDGED, AND DECREED

1. That the Special Master’s *ex parte* request to engage WCF is GRANTED;
2. That the Special Master is authorized to engage WCF as his attorneys for employment-related matters;
3. That WCF shall be compensated on an hourly basis as provided herein.
4. That in providing services to the Special Master, the attorneys of WCF may charge a reasonable hourly rate commensurate with their experience and expertise; provided, however, that no attorney shall charge in excess of \$435 per hour;

Filed Providence Superior Court
May 22, 2020
Carin Miley, Deputy Clerk I

5. That the Special Master is authorized to enter into and execute an agreement with WCF that encompasses the terms of the engagement set forth herein;

6. That all the Special Master's acts and doings relative to the retention and engagement of WCF are approved, confirmed, and ratified.

ENTERED as an order of this Court on this 22nd day of May, 2020.

ENTERED:

Brian P. Stern, Jr.
Stern, J.
Date: May 22, 2020

BY ORDER:

/s/ Carin Miley
Deputy Clerk I
Deputy Clerk, Superior Court
Date: May 22, 2020

Presented by:
Counsel to the Special Master,

/s/ Christopher J. Fragomeni
Christopher J. Fragomeni, Esq. (9476)
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