

MAY 23 2018

am

At 10:35 A.M.
Velva L. Price, District Clerk

CAUSE NO. D-1-GN-15-005227

THE STATE OF TEXAS,
Plaintiff.

§ IN THE DISTRICT COURT OF

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

§

v.

TRAVIS COUNTY, TEXAS

DSM HEALTHCARE VENTURES, LLC D/B/A
TRITRAX REHABILITATION F/K/A
ADVANCED THERAPY SERVICES OF
ARLINGTON, PROGRESSIVE PEDIATRIC
THERAPY LLC, ADVANCED

419TH JUDICIAL DISTRICT

NEUROLOGICAL SERVICES, LLC D/B/A
ADVANCED THERAPY SERVICES,
ADVANCED NEUROLOGICAL SERVICES OF
DALLAS, LLC D/B/A ADVANCED THERAPY
SERVICES OF DALLAS, DAVID SCOTT
MITCHELL, DR. ABRAHAM ARMANI A/K/A
ABRAHAM RAOUFPOUR, CYNTHIA L.
KIDD, JOANIE C. POWELL, and SHAHRIAR
RAOUFPOUR A/K/A SHAWN RAOUFPOUR,

Defendants.

AGREED FINAL JUDGMENT AND PERMANENT INJUNCTION
AGAINST ARMANI DEFENDANTS

Plaintiff, the State of Texas ("Texas" or "State"), together with Defendants Dr. Abraham Armani a/k/a Abraham Raoufpour ("Armani"), Shahriar Raoufpour a/k/a Shawn Raoufpour ("Raoufpour"), and Progressive Pediatric Therapy LLC ("PPT") (collectively the "Armani Defendants"), hereby announce to the Court that all matters of fact and things in controversy between them have been fully and finally compromised and settled and present to the Court this Agreed Final Judgment and Permanent Injunction ("Agreed Judgment") as to the Armani Defendants only, which the parties named above ("Parties") request be entered by the Court.

I.
STIPULATIONS

1. **Stipulations.** By their duly authorized signatures, the Parties stipulate to the Court the following:

- a. The Parties are fully authorized to sign and enter into this Agreed Judgment.
- b. The Parties have read and understand the terms of this Agreed Judgment.
- c. The Parties have had an opportunity to confer with counsel.
- d. The Parties agree to the terms of this Agreed Judgment.
- e. The Parties have waived all rights of appeal from this Agreed Judgment.
- f. The Parties actively participated in the negotiations leading up to this Agreed Judgment.
- g. The Parties are aware of the duties placed upon them by this Agreed Judgment and are desirous and capable of carrying out those duties in full.
- h. The Parties acknowledge receipt of copies of this Agreed Judgment and have full and actual notice of the terms of this Agreed Judgment.
- i. The Parties acknowledge that the issuance and service of a writ of injunction are waived.
- j. The Parties acknowledge that the terms of this Agreed Judgment are sufficiently detailed and specific to be enforceable by the Court in conformance with Texas Rule of Civil Procedure 683 and TEX. HUM. RES. CODE § 36.051.
- k. The Parties acknowledge that this Agreed Judgment, together with that certain Settlement Agreement between the Parties dated May, 2018 (“Settlement Agreement”), represent a compromise and settlement of all matters arising out of facts and causes of action

alleged, or that could have been alleged, known or unknown, by the State of Texas concerning the Covered Conduct in this cause.

1. The Parties acknowledge and submit to the jurisdiction of the Court and request entry of this Agreed Judgment.

2. **Definitions.**

a. **“Armani”** shall mean Defendant Dr. Abraham Armani a/k/a Abraham Raoufpour.

b. **“Armani Defendants”** shall collectively mean Defendants Armani, Raoufpour, and PPT.

c. **“ATS-Dallas”** shall mean former Defendant Advanced Neurological Services of Dallas, LLC d/b/a Advanced Therapy Services of Dallas.

d. **“ATS-Fort Worth”** shall mean former Defendant Advanced Neurological Services, LLC d/b/a Advanced Therapy Services.

e. **“Covered Conduct”** means the State’s contentions in the Lawsuit that the Armani Defendants made or caused to be made false statements and/or misrepresentations to the State and/or Texas Medicaid when the Armani Defendants: (i) knowingly made or caused to be made false, fraudulent, and/or misleading statements concerning information (including information regarding ownership/control, chain affiliation, and the identity of subcontractors) in the Texas Medicaid Provider Enrollment Application (“Application”) submitted by or on behalf of Defendant PPT; (ii) knowingly made or caused to be made false, fraudulent, and/or misleading statements concerning the amounts due and owing to PPT and the identity of the entity providing services on claims billed to Texas Medicaid by or on behalf of PPT; (iii) knowingly or intentionally entered into an agreement, combination, or conspiracy with Armani, Raoufpour, PPT, Mitchell,

Kidd, Powell, Matusiak, ATS-Fort Worth, ATS-Dallas, and/or others to defraud the State by obtaining or aiding PPT in obtaining unauthorized payments or benefits from Texas Medicaid; and/or (iv) knowingly made or caused to be made false, fraudulent, and/or misleading statements concerning Defendant Armani's relevant experience and/or job duties in order to justify reimbursement for compensation that exceeded normal compensation reported for other, similar facilities. The State contends in the Lawsuit that these false statements and/or misrepresentations, independently or in combination, resulted in payments made to PPT, ATS-Fort Worth, and/or ATS-Dallas or benefits received by PPT, ATS-Fort Worth, and/or ATS-Dallas from Texas Medicaid for which PPT, ATS-Fort Worth, and/or ATS-Dallas were not entitled. The State further contends in the Lawsuit that the Armani Defendants committed unlawful acts under the Texas Medicaid Fraud Prevention Act, as defined by TEX. HUM. RES. CODE § 36.002, in connection with these false statements and/or misrepresentations. The State further contends in the Lawsuit that Defendant Armani obstructed the State's investigation in violation of the TMFPA by engaging in a course of conduct which was misleading, deceptive, and dilatory. The Armani Defendants deny the State's contentions.

f. **"Kidd"** shall mean former Defendant Cynthia L. Kidd.

g. **"Lawsuit"** means the above-entitled and numbered cause, pertaining to *State of Texas v. DSM Healthcare Ventures, LLC d/b/a Tritrax Rehabilitation f/k/a Advanced Therapy Services of Arlington, et al.*; Cause No. D-1-GN-15-005227 pending in the 419th Judicial District Court of Travis County, Texas, filed on or about November 12, 2015.

h. **"Matusiak"** means former Defendant Greg Matusiak.

i. **"Mitchell"** means former Defendant David Scott Mitchell.

j. **“Parties”** means the Plaintiff and the Armani Defendants, and **“Party”** means Plaintiff or any one of the Armani Defendants as applicable.

k. **“Plaintiff”** or the **“State”** is the State of Texas, acting by and through the Attorney General of Texas.

l. **“Powell”** shall mean Joanie C. Powell.

m. **“Progressive”** or **“PPT”** shall mean Defendant Progressive Pediatric Therapy LLC.

n. **“Raoufpour”** shall mean Defendant Shahriar Raoufpour a/k/a Shawn Raoufpour.

o. **“Settlement Agreement”** shall mean that certain Settlement Agreement between the Parties dated May, 2018.

II. FINDINGS

3. **Findings.** The Court, upon having read the pleadings, the stipulations of the Parties, and after being fully advised in this matter, finds as follows:

a. The Court finds that all Parties agree to the entry of this Agreed Judgment and have approved its entry by their duly authorized signatures below.

b. The Court has jurisdiction over the Parties and subject matter of this suit and venue is proper.

c. The settlement of this dispute is fair, reasonable, and just.

d. It would be in the best interests of the Parties for the Court to approve the settlement and render the Agreed Judgment accordingly.

4. Based upon these findings, and having heard and considered the representations made by the Parties, the Court finds that there is good cause to issue the agreed permanent injunction and grant all other relief as set forth in this Agreed Judgment.

III.
PERMANENT INJUNCTION

5. **IT IS ORDERED, ADJUDGED, AND DECREED** that the Armani Defendants, and their officers, representatives, agents, servants, employees, successors and assigns, and any other person or entity in active concert or participation with them – whether acting directly or through any corporation, company, partnership, trust, entity, subsidiary, division, or other device – who receive actual notice of this Agreed Judgment by personal service or otherwise – are hereby **PERMANENTLY ENJOINED** from engaging in the following conduct **as of the Effective Date of this Agreed Judgment**:

a. Making or causing to be made a false statement or misrepresentation of a material fact to permit a person to receive a benefit or payment under the Medicaid program that is not authorized or that is greater than the benefit or payment that is authorized;

b. Concealing or failing to disclose information that permits a person to receive a benefit or payment under the Medicaid program that is not authorized or that is greater than the benefit or payment that is authorized;

c. Making, causing to be made, inducing, or seeking to induce the making of a false statement or misrepresentation of material fact concerning information required to be provided by a federal or state law, rule, regulation, or provider agreement pertaining to the Medicaid program;

d. Making, using, or causing the making or use of a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the State of Texas under the Medicaid program;

e. Entering into an agreement, combination, or conspiracy to defraud the State of Texas by obtaining or aiding another person in obtaining an unauthorized payment or benefit from the Medicaid program or a fiscal agent;

f. Obstructing an investigation by the Texas Office of Attorney General of any alleged unlawful act under TEX. HUM. RES. CODE § 36.002 *et seq.*;

g. Committing any unlawful act, as defined by the Texas Medicaid Fraud Prevention Act, TEX. HUM. RES. CODE § 36.002 *et seq.*;

h. Participating in the Texas Medicaid Program, including violating any terms of exclusion set forth in Paragraph 4 of the Settlement Agreement.

IV.
MONETARY JUDGMENT TERMS

6. **IT IS ORDERED, ADJUDGED, AND DECREED** that Plaintiff, the State of Texas, have judgment against and recover from, jointly and severally, Defendants Armani, Raoufpour, and PPT, in the amount of ONE MILLION SIX HUNDRED FIFTY-EIGHT THOUSAND ONE HUNDRED NINETY DOLLARS AND EIGHTY-SEVEN CENTS (\$1,658,190.87) for the value of the payment(s) or monetary or in-kind benefit(s) provided under the Medicaid program, directly or indirectly, as a result of the Covered Conduct; plus the amount of TWENTY MILLION ONE HUNDRED FORTY-ONE THOUSAND THREE HUNDRED EIGHTY-ONE DOLLARS SEVENTY-THREE CENTS (\$20,141,381.73) pursuant to TEX. HUM. RES. CODE §§ 36.052(a)(3) and 36.052(a)(4) as a fine, penalty, or forfeiture payable to and for the benefit of a governmental unit, and not as compensation for actual pecuniary loss; for a total

amount of TWENTY-ONE MILLION SEVEN HUNDRED NINETY-NINE THOUSAND FIVE HUNDRED SEVENTY-TWO DOLLARS AND SIXTY CENTS (\$21,799,572.60) (the “**Judgment Amount**”).

7. Of the Judgment Amount, the Armani Defendants shall, jointly and severally, pay to the State of Texas the total sum of SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000.00), referred to herein as the “Settlement Amount.” An initial payment of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00) shall be paid within ten (10) days of the Effective Date of the Settlement Agreement (“Initial Payment”). The remaining FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) shall be paid by the Armani Defendants, jointly and severally, over five (5) years in quarterly installments of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) per payment (“Installment Payments”). It is ORDERED that the remaining TWENTY-ONE MILLION FORTY-NINE THOUSAND FIVE HUNDRED SEVENTY-TWO DOLLARS AND SIXTY CENTS (\$21,049,572.60) of the Judgment Amount shall be abated (“Abated Amount”) for a period of five (5) years from the date of the Initial Payment through the date of the final Installment Payment (“Abatement Period”), subject to the conditions in Paragraphs 10, 11, and 12 *infra*. If, after the five-year Abatement Period, there has been no finding by the trier of fact of default as specified in Paragraphs 10, 11, and 12, then the Abated Amount shall be permanently and unconditionally dismissed against all the Armani Defendants upon completion of the final Installment Payment in full satisfaction of the Settlement Amount.

8. The **Court** hereby finds, and the Armani Defendants expressly acknowledge and agree, that the Armani Defendants are not entitled to direct or influence the manner in which the State allocates either the Settlement Amount or the Judgment Amount. The State may allocate

and distribute to the United States Government a pro rata share of the Settlement Amount and/or the Judgment Amount in accordance with state and federal law, if and only to the extent such allocation is required.

9. **Plaintiff**, the State of Texas, shall have all writs of execution and other processes as may be necessary in the enforcement and collection of this final judgment and permanent injunction. The Court orders execution to issue for this judgment.

V.
DEFAULT

10. **Default.** If any of the Armani Defendants violate any provision in Section III of this Agreed Judgment, the violating Armani Defendant will be in default of this Agreed Judgment.

11. If any of the Armani Defendants or the State violates any provision of the Settlement Agreement, the terms of which are incorporated by reference herein, then the violating party will be in default of this Agreed Judgment.

12. If any of the Armani Defendants fail to timely make the required Initial Payment and/or any Installment Payments of the Settlement Amount as set forth in Paragraph 7 of this Agreed Judgment and Paragraph 2 of the Settlement Agreement, then all of the Armani Defendants will be in default of this Agreed Judgment.

13. **Remedies.** **IT IS ORDERED** that if any one or more of the Armani Defendants is found, pursuant to paragraph 14 below, to be in default of this Agreed Judgment, as specified in paragraphs 10, 11, or 12, then the State of Texas may take any action that it deems appropriate in aid of enforcing the permanent injunction including, but not limited to:

a. Suspend or revoke any provider agreement between the Medicaid program and the defaulting Armani Defendant(s); and/or

b. Suspend or revoke a permit, license, or certification granted by a State agency to the defaulting Armani Defendant.

c. It is further ORDERED that upon a finding of a default of this Agreed Judgment, as specified in paragraphs 10, 11, or 12, then the remaining unpaid balance of the Judgment Amount (including the Abated Amount), less any timely Initial Payment and Installment Payments, shall be accelerated and become immediately due and owing from the Armani Defendants, and the State of Texas may take any action they deem appropriate in aid of collection of the full balance of the Judgment Amount from the Armani Defendants jointly and severally.

d. Nothing in this Agreed Judgment is intended to limit or restrict the actions or remedies under state or federal law that the State of Texas may employ for any violation of state or federal law outside the scope of the Covered Conduct.

14. **Notice.** If the State believes that one or more of the Armani Defendants is in default of this Agreed Judgment as specified in paragraphs 10, 11, or 12, the State shall provide all of the Armani Defendants, and their respective counsel of record, written notice of the circumstances of which the State believes constitutes a default. The Armani Defendants will have fifteen (15) days to either provide the State with written documentation that no such default occurred or cure such default and provide the State with written documentation that said default has been cured.

15. **Other Remedies.** In the case of default, the State has a right to enforce this Agreed Judgment as may be provided by law including, but not limited to, contempt proceedings, or any other proceedings the State may initiate to enforce this Agreed Judgment.

16. **Determination.** If the State files a contempt proceeding or other legal proceeding, pursuant to which the Court determines that one or more of the Armani Defendants have violated the terms of this Agreed Judgment, such determination shall constitute a finding that the Armani

Defendants are in default of this Agreed Judgment. Upon a determination by the Court that a violation of this Agreed Judgment has occurred, the Court may enter an order compelling the imposition of the remedies set forth in Paragraph 13 of this Agreed Judgment. However, such an order is not required, and if the Court determines a violation of this Agreed Judgment pursuant to paragraph 16, the State may act unilaterally to impose the remedies in Paragraph 13 of this Agreed Judgment in the event of a default that is not cured as provided in Paragraph 14.

17. **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that if any one or more of the Armani Defendants default, violate, or do not substantially comply with this Agreed Judgment or the Settlement Agreement and it becomes necessary for the State to bring an action for enforcement and/or contempt, then the Armani Defendants shall be liable for any additional civil penalties, attorneys' fees, investigative and court costs incurred in bringing such an action.

VI.
GENERAL PROVISIONS

18. **Enforcement.** The State may institute an action or proceeding to enforce the terms and provisions of this Agreed Judgment or to take action based on future conduct by the Armani Defendants. Jurisdiction is retained for the purpose of enabling any party to this Agreed Judgment to apply to this Court at any time for such further orders and directions as may be necessary or appropriate for the construction or carrying out of this Agreed Judgment, for the enforcement and compliance herewith, and for the pursuit of the appropriate remedies for violations hereof.

19. **Preservation of Law Enforcement Action.** Nothing herein precludes the State from enforcing the provisions of this Agreed Judgment, or from pursuing any law enforcement action with respect to any unrelated acts or practices of the Armani Defendants not covered by this Agreed Judgment, for any acts or practices unrelated to the Covered Conduct, or for any acts or practices conducted after the Effective Date of this Agreed Judgment.

20. **Agreed Judgment Is Not a Novation.** Nothing herein or in the Settlement Agreement is intended to constitute a novation of the State's administrative and statutory claims against the Armani Defendants in the Lawsuit arising, *inter alia*, from the Armani Defendants' alleged misrepresentations/unlawful acts as described by the Covered Conduct, or to otherwise alter, modify, or amend the character or nature of the State's claims against the Armani Defendants in the Lawsuit and accordingly it is not the intention of the Parties to treat these claims as mere contract claims.

21. **Compliance With and Application of State Law.** Nothing in this Agreed Judgment shall be construed to limit the authority of the Attorney General to protect the interests of the State or the people of the State. Accordingly, nothing herein relieves the Armani Defendants of their continuing duty to comply with applicable laws of the State or constitutes authorization by the State for the Armani Defendants to engage in acts and practices prohibited by such laws. This Agreed Judgment shall be governed by the laws of the State of Texas.

22. **Third Parties and Other Defendants.** This Agreed Judgment is not intended to grant or limit any legal rights or remedies of any nature of any third party or other former Defendant in the Lawsuit. This Agreed Judgment may not be relied upon by third parties to assert or defend any rights or remedies they might have or pursue. This Agreed Judgment is not intended to resolve any claims by Texas against any other parties besides the Armani Defendants, and may not be relied upon by other persons or entities in any way to assert or defend any rights, remedies, or defenses they might have or pursue.

23. **Non-Admission.** This Agreed Judgment shall not be construed as, or deemed to be evidence of, an admission or concession on the part of the Armani Defendants of any liability or wrongdoing, all such alleged liability and wrongdoing being expressly denied. The Parties enter this Agreed Final Judgment and Permanent Injunction for the sole purpose of avoiding the burden of litigation.

24. **Past and Future Practices.** Nothing herein constitutes approval or acquiescence by the State of the Armani Defendants' past practices, current efforts to reform their practices, or any future practices which Armani Defendants may adopt or consider adopting. The State's decision to settle this matter or to otherwise unilaterally limit current or future enforcement action does not constitute approval or imply authorization for any past, present, or future business practice.

25. **No Change to Substantive Rights.** Nothing herein shall be construed to waive, modify, or change any substantive rights of other persons or entities against the Armani Defendants or of the Armani Defendants against other persons or entities with respect to the acts and practices covered by this Agreed Judgment for the Covered Conduct.

26. **Assessment of Court Costs.** The Parties shall bear their own costs, except as otherwise provided in Paragraphs 6-9 *supra*.

27. **Notice.** All notifications and communications made pursuant to this Agreed Judgment shall be sent by certified or registered mail, return receipt requested, postage prepaid, fax, or by hand delivery to the persons or entities below:

a. The STATE of Texas, for all purposes:

Office of the Attorney General of Texas
Raymond C. Winter
Chief, Civil Medicaid Fraud Division
P.O. Box 12548
Austin, Texas 78711-2548
Phone: (512) 936-1709
Facsimile: (512) 499-0712
Email: Raymond.Winter@oag.texas.gov

b. The ARMANI DEFENDANTS, for all purposes:

Michael P. Heiskell
JOHNSON, VAUGHN, & HEISKELL, Attorneys at Law
5601 Bridge Street, Suite 220
Fort Worth, Texas 76112
Phone: (817) 457-2999
Email: mheiskell@johnson-vaughn-heiskell.com

28. **Effective Date.** The date this Agreed Judgment is signed by the Court.

29. **Finality.** This Agreed Judgment and Permanent Injunction fully and finally resolves all disputes between Plaintiff Texas and the Armani Defendants concerning the Covered Conduct in this Lawsuit through the Effective Date of this Agreed Final Judgment and Permanent Injunction. After signing by the Court, this Agreed Judgment constitutes a final judgment and is not appealable. All relief not expressly granted herein is denied.

SIGNED and ENTERED on this 23rd day of MAY, 2018.



JUDGE PRESIDING
AMY CLARK MEACHUM

AGREED AS TO FORM AND SUBSTANCE AND ENTRY REQUESTED:

KEN PAXTON
Attorney General of Texas

JEFFREY C. MATEER
First Assistant Attorney General

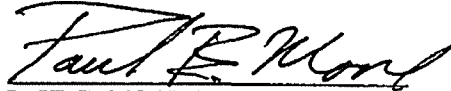
BRANTLEY D. STARR
Deputy First Assistant Attorney General

JAMES E. DAVIS
Deputy Attorney General for Civil Litigation

RAYMOND C. WINTER
Chief, Civil Medicaid Fraud Division

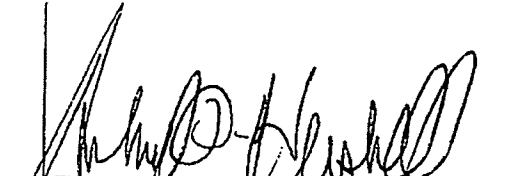
CYNTHIA O'KBEFFE
Deputy Chief, Civil Medicaid Fraud Division

REYNOLDS B. BRISSENDEN IV
Managing Attorney,
Civil Medicaid Fraud Division


PAUL B. MOORE
Assistant Attorney General, Lead Attorney
State Bar No. 24032755

Office of the Attorney General
Civil Medicaid Fraud Division
P. O. Box 25481 MC 056-1
Austin, Texas 78711-2548
(512) 936-1406
(512) 499-0712 fax

COUNSEL FOR PLAINTIFF
THE STATE OF TEXAS

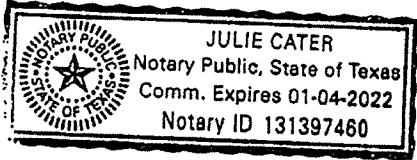

Michael R. Heiskell
State Bar No. 09383700

JOHNSON, VAUGHN, & HEISKELL,
ATTORNEYS AT LAW
901 Main Street, Suite 3700
Dallas, Texas 75202
(817) 457-2999
(817) 496-1102 – Facsimile

COUNSEL FOR DEFENDANTS DR.
ABRAHAM ARMANI A/K/A ABRAHAM
RAOUFFPOUR, SHAHRIAR RAOUFFPOUR
A/K/A SHAWN RAOUFFPOUR, AND
PROGRESSIVE PEDIATRIC THERAPY LLC

Abraham Armani
Dr. Abraham Armani

SWORN AND SUBSCRIBED BEFORE ME, the undersigned notary, on this the 11 day of May, 2018, to certify which witness my hand and official seal.



Julie Cater
Notary Public, State of Texas

My Commission Expires: 1-04-2022.

Shahriar Raoufpour

SWORN AND SUBSCRIBED BEFORE ME, the undersigned notary, on this the ___ day of May, 2018, to certify which witness my hand and official seal.

Notary Public, State of Texas

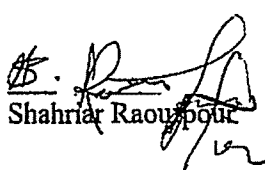
My Commission Expires:

Dr. Abraham Armani

SWORN AND SUBSCRIBED BEFORE ME, the undersigned notary, on this the ____ day of May, 2018, to certify which witness my hand and official seal.

Notary Public, State of Texas

My Commission Expires:



Shahriar Raouf

SWORN AND SUBSCRIBED BEFORE ME, the undersigned notary, on this the ____ day of May, 2018, to certify which witness my hand and official seal.

Notary Public, State of Texas

My Commission Expires:

Sh. Raoufpar
Progressive Pediatric Therapy LLC

By: Shahriar Raoufpar (Printed Name)
President. (Title)

SWORN AND SUBSCRIBED BEFORE ME, the undersigned notary, on this the ___ day of May, 2018, to certify which witness my hand and official seal.

Notary Public, State of Texas

My Commission Expires:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles }

On 5/11/18 before me, Avron Engel, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Shabir Khanpour
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____

Partner – Limited General Partner – Limited General

Individual Attorney in Fact Individual Attorney in Fact

Trustee Guardian of Conservator Trustee Guardian of Conservator

Other: _____ Other: _____

Signer is Representing: _____ Signer is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles }

On 5/11/19 before me, Arvon Enayd, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Shahriar Rana
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
 Title or Type of Document: _____
 Document Date: _____ Number of Pages: _____
 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
<input type="checkbox"/> Corporate Officer – Title(s): _____	<input type="checkbox"/> Corporate Officer – Title(s): _____
<input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General	<input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact	<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian of Conservator	<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian of Conservator
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____
Signer is Representing: _____	Signer is Representing: _____