

## RELATOR'S SHARE AGREEMENT

### Parties

This Agreement is entered by and between the United States of America, acting through the United States Department of Justice, and Karon E. Hill ("Relator"). As a preamble to this Agreement, the United States and Relator state:

### Preamble

WHEREAS, a complaint with the caption *United States of America ex rel. Karon E. Hill v. Morehouse Medical Associates, Inc.*, Civil Action No. 1:00-CV-1858-GET (hereinafter "the Civil Action") was filed by Relator against Morehouse Medical Associates, Inc. ("Defendant"), on behalf of the United States, in the U.S. District Court for the Northern District of Georgia, pursuant to 31 U.S.C. § 3730;

WHEREAS, the United States filed a notice declining to intervene in the Civil Action on April 24, 2001, and the Court unsealed Relators' complaint on April 30, 2001;

WHEREAS, Relator and Defendant entered into a Settlement Agreement ("*Qui Tam* Settlement Agreement") on or about August 24, 2006 wherein Defendant agreed to pay \$1,750,000 to the United States ("Settlement Amount");

WHEREAS, Relator and Defendant will file a notice of dismissal in the Civil Action with prejudice as to Relator, without prejudice as to the United States;

WHEREAS, Relator has asserted a claim against the United States for a relator share of the Settlement Amount in the Civil Action under 31 U.S.C. §3730(d);

ACCORDINGLY, in reliance upon the representations contained herein and in consideration of the mutual promises, covenants and obligations in this Agreement and the resolution of the claims set forth below, and for good and valuable consideration, receipt of which is by each acknowledged, the United States and Relator agree as follows:

#### **Terms and Conditions**

1. Contingent upon the United States receiving \$1,750,000 from Defendant and as soon as feasible after receipt, the United States will pay Relator 30% or \$525,000 as a relator share pursuant to 31 U.S.C. § 3730(d)(2) by electronic funds transfer. These transfers shall be made pursuant to instructions provided by Relator's counsel.
2. Relator, for herself individually, and for her heirs, successors, agents, and assigns, fully and finally releases, waives, and forever discharges the United States, its officers, agents, and employees, from any claims arising from or relating to 31 U.S.C. § 3730 for all claims in the Civil Action. This Agreement does not resolve or in any manner affect any claims the United States has or may have against the Relator arising under Title 26, U.S. Code (Internal Revenue Code), or any claims arising under this Agreement.

3. This Agreement, together with all of the obligations and terms hereof, shall inure to the benefit of and shall bind assigns, successors-in-interest, or transferees of the United States and Relator.

4. Relator represents that she enters into this Agreement freely, knowingly, deliberately, and voluntarily, without duress, compulsion, or as a result of misconduct by the United States or any person. Relator is represented by counsel and has been fully advised and informed by said counsel concerning this Agreement.

5. Each of the signatories to this Agreement represent that he or she has the full power and authority to enter into this Agreement.

6. This writing constitutes the entire agreement of the United States and Relator with respect to the subject matter of this Agreement and may not be modified, amended or terminated except by a written agreement signed by the United States and Relator specifically referring to this Agreement.

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

8. This Agreement is effective on the date of signature of the last signatory to the Agreement.

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

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the respective dates below.

**ON BEHALF OF THE UNITED STATES OF AMERICA**

David E. Nahmias  
United States Attorney

DATED: 10/5/06 BY: Mina Rhee  
Mina Rhee  
Assistant United States Attorney

**ON BEHALF OF THE RELATOR**

DATED: 10/3/06 BY: Karon O'Brien  
Karon O'Brien f/k/a Karon E. Hill  
Relator

DATED: 10/3/06 BY: Mike Bothwell  
Mike Bothwell  
Bothwell & Harris PC