

## SETTLEMENT AGREEMENT

### I. PARTIES

This Settlement Agreement (“Agreement”) is entered into among the United States of America, acting through the United States Department of Justice and on behalf of the Office of Inspector General (“HHS-OIG”) of the Department of Health and Human Services (“HHS”) and the United States Department of Veterans Affairs (the “VA”) (collectively the “United States”); Maxim Healthcare Services, Inc., on behalf of itself and its current and former parent corporations, each of its direct and indirect subsidiaries and divisions, and brother or sister entities underneath any of the foregoing, and the predecessors, successors and assigns of any of them (collectively “Maxim”) and Richard West (“Relator”), (collectively the “Parties”) through their authorized representatives.

### II. PREAMBLE

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

A. Maxim Healthcare Services, Inc. is a Maryland corporation headquartered in Maryland that provides home health and nursing staffing services in the United States.

B. Maxim Healthcare Services, Inc. represents that it is contemplating a reorganization of its corporate structure, pursuant to which (i) a newly formed holding company will become the ultimate parent company of all Maxim legal entities, and (ii) Maxim and some or all of its existing subsidiaries will transfer some or all of their respective operations, assets, and liabilities to the various newly formed second and lower tier subsidiaries of such holding company.

C. Richard West is an individual resident of New Jersey. On October 8, 2004, West filed a qui tam action in the United States District Court for the District of New Jersey captioned United States ex rel. West v. Maxim Healthcare Services, Inc., No. 04-496 (D. N.J.) (“the Civil Action”).

D. Contemporaneously herewith, Maxim is entering into separate settlement agreements (“Medicaid State Settlement Agreements”) with the states listed in Exhibit A hereto (the “Medicaid Participating States”) that will be receiving settlement funds from Maxim pursuant to Paragraph 1(c) below for the Covered Conduct described in Paragraph G below.

E. Maxim has entered into a separate Deferred Prosecution Agreement (“DPA”) with the United States.

F. The United States and the Medicaid Participating States contend that Maxim Healthcare Services, Inc. caused to be submitted improper claims for payment to the Medicaid Program (“Medicaid”), 42 U.S.C. §§ 1396-1396w-5, and the VA.

G. The United States contends that it and the Medicaid Participating States have certain civil claims against Maxim, under the False Claims Act, 31 U.S.C. §§ 3729 et seq., and common law doctrines, as specified in Paragraph 4, below, for the following conduct by Maxim Healthcare Services, Inc. (hereinafter the “Covered Conduct”):

(i) during the period from October 1, 1998 to May 31, 2009, submitting or causing to be submitted false claims to state Medicaid programs and the United States Department of Veterans Affairs (the “VA”), for services not rendered;

(ii) during the period from October 1, 1998 to May 31, 2009, submitting or causing to be submitted false claims to state Medicaid programs and the VA, for services not reimbursable by

state Medicaid programs or the VA because Maxim lacked adequate documentation to support the services purported to have been performed; and

(iii) for the following offices, during the following periods, submitting or causing to be submitted false or fraudulent claims to state Medicaid programs for services not reimbursable by state Medicaid programs because the offices were unlicensed:

- a. Trenton, New Jersey (January 2003 to February 2004)
- b. Egg Harbor, New Jersey (July 2003 to February 2004)
- c. Gainesville, Georgia (October 2007 to February 2008)
- d. Brunswick, Georgia (December 2007 to February 2008)
- e. Cartersville (Northwest), Georgia (December 2007 to February 2008)
- f. East Houston, Texas (November 2005 to November 2006)
- g. East Tampa, Florida (April 2008 to November 2008)
- h. Orlando South, Florida (May 2008 to October 2008)
- i. The Villages, Florida (July 2008 to October 2008)
- j. Treasure Coast, Florida (June 2008 to October 2008)
- k. New London, Connecticut (January 2009 to June 2009)
- l. Stamford, Connecticut (June 2007 to June 2009)
- m. Middletown, Connecticut (March 2009 to June 2009)

H. The United States contends also that it has certain administrative claims, as specified in Paragraph 5, below, against Maxim for engaging in the Covered Conduct.

I. The United States and the Relator have reached an agreement with respect to the Relator's claim of entitlement under 31 U.S.C. § 3730(d) to a share of the proceeds of this Agreement.

J. The Relator and Maxim have reached an agreement with respect to the Relator's claim of entitlement under 31 U.S.C. § 3730(d) to attorney's fees and costs.

K. This Agreement is neither an admission of liability by Maxim nor a concession by the United States that its claims are not well-founded.

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

### III. TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the mutual promises, covenants, and obligations set forth below, and for good and valuable consideration as stated herein, the Parties agree as follows:

I. Maxim agrees to pay to the United States and the Medicaid Participating States, collectively, the sum of \$121,511,694.08, plus any interest that may have accrued between June 24, 2010 and the Effective Date of this Agreement at a rate of 1.25% per annum ("Settlement Amount"). On the Effective Date of this Agreement, as defined in Paragraph 30 herein, this sum shall constitute a debt due and immediately owing to the United States and the Medicaid Participating States. Maxim shall discharge its debt to the United States and the Medicaid Participating States under the following terms and conditions:

a. Maxim shall pay to the United States the principal sum of \$65,554,484.45 plus interest accrued thereon between June 24, 2010 and the Effective Date of this Agreement, at the rate of 1.25 % per annum (the "Federal Settlement Amount"), in accordance with the payment schedule attached hereto as Exhibit B ("Payment Schedule"). Within 10 days after the Effective Date of this Agreement, Maxim shall pay to the United States the initial fixed payment in the amount of \$26,942,476.46, plus any interest that may have accrued on the Federal Settlement Amount between June 24, 2010 and the Effective Date of this Agreement ("Initial Payment"), and shall thereafter make principal payments with interest at the rate of 1.25% per annum according to the Payment Schedule.

b. All payments set forth in this Paragraph 1(a) shall be made to the United States by electronic funds transfer pursuant to written instructions provided by the Office of the United States Attorney for the District of New Jersey. The entire principal balance of the Federal Settlement Amount or any portion thereof, plus any interest accrued on the principal as of the date of any prepayment, may be prepaid without penalty.

c. Maxim shall pay to the Medicaid Participating States the principal sum of \$55,957,209.63, plus interest accrued thereon between June 24, 2010 and the Effective Date of this Agreement, at the rate of 1.25 % per annum ("Medicaid State Settlement Amount"), in accordance with the Payment Schedule. Within 10 days after the Effective Date of this Agreement, Maxim shall set aside into an interest bearing money market or bank account held in the name of Maxim, but segregated from other Maxim accounts, \$23,057,523.54, plus any interest that may have accrued on the Medicaid State Settlement Amount between June 24, 2010 and the Effective Date of this Agreement, as agreed upon between Maxim and the

National Association of Medicaid Fraud Control Units Settlement Team ("NAMFCU Team"), and upon receipt of written payment instructions from the NAMFCU Team, shall pay the Medicaid State Settlement Amount (or portion thereof) as directed by each settling Medicaid Participating State. Maxim shall thereafter make fixed pro rata payments according to the schedule in Exhibit B and as directed by each settling Medicaid Participating State. The entire principal balance of the Medicaid State Settlement Amount or any portion thereof, plus any interest accrued on the principal as of the date of any prepayment, may be prepaid without penalty.

d. Maxim shall pay attorneys' fees to the Relator's attorneys in the amount of \$128,046.68 (one hundred twenty eight thousand forty six dollars and sixty eight cents) consisting of \$113,846.68 (one hundred thirteen thousand eight hundred forty six dollars and sixty eight cents) to Robin Page West and \$14,200.00 (fourteen thousand two hundred dollars) to Herbert Posner. Maxim shall make payment of this amount by electronic funds transfer pursuant to written instructions from Relator's counsel, Robin Page West, on the same date as the Initial Payment referred to in Paragraph 1(a) above.

e. In the event of either (i) a Change in Ownership of Maxim or (ii) a sale of all or substantially all of the assets of Maxim before Maxim has made all payments due under this Settlement Agreement, all remaining payments due in the Payment Schedule shall be immediately due and payable. Specifically, Maxim shall pay the entire principal owed on the Settlement Amount, plus any interest that may have accrued on the remaining principal. Notwithstanding the foregoing, the United States acknowledges that the contemplated reorganization of the corporate structure of Maxim Healthcare Services, Inc. set forth above in

Paragraph B shall not trigger an acceleration event under this Paragraph 1(e) as long as the ownership of the ultimate parent company of the Maxim legal entities described in Paragraph B.i above remains the same as the ownership of Maxim Healthcare Services, Inc. as of January 1, 2011, as set forth in the April 28, 2011 letter from Laura Laemmle-Weidenfeld to Joyce R. Branda. For purposes of this Paragraph 1(e), "Change in Ownership" otherwise means the occurrence of any transaction or series of transactions involving the sale, transfer or exchange of equity ownership interests that changes by more than two percent the ownership or beneficial ownership of Maxim from the ownership or beneficial ownership of Maxim Healthcare Services, Inc. on January 1, 2011, as set forth in the April 28, 2011 letter; provided, however, that no transfer of ownership or beneficial ownership permitted by Paragraph 1(f)(ii) because of resignation or termination of employment shall constitute a Change of Ownership or trigger an acceleration event under this Paragraph 1(e).

f. In no event will Maxim pay, or cause to be paid by any affiliate or other entity, to Maxim's stockholders any: dividends, distributions, salary, rent, interest, loans, remuneration, compensation, or any payments of any kind until Maxim has paid in full to the United States and the Medicaid Participating States the Settlement Amount, plus any interest owing on the Settlement Amount based on the Payment Schedule as of the time the Settlement Amount is paid in full.

i. Nothing in this Paragraph 1(f) shall prevent Maxim from making tax distributions to its stockholders for actual income tax liability on Maxim's earnings, including making periodic estimated payments related to their projected tax liability as required by federal or state law, as long as Maxim is treated as a pass-through or disregarded entity for

federal and/or state income tax purposes. However, until such time as Maxim pays in full the Settlement Amount, plus any interest owing on the Settlement Amount based on the Payment Schedule as of the time the Settlement Amount is paid in full, Maxim shall submit to the United States a copy of its complete federal tax returns as filed, including all schedules and attachments within fifteen days after filing with the Internal Revenue Service.

ii. Nothing in this Paragraph 1(f) shall prevent Maxim from repurchasing shares of common stock from, or making payments with respect to incentive compensation arrangements to, a Maxim stockholder to the extent required under the terms of the specific incentive stock option agreements and incentive compensation arrangements provided to the United States by letter from Laura Laemmle-Weidenfeld to Joyce R. Branda of April 28, 2011.

iii. Nothing in this Paragraph 1(f) shall prevent Maxim or its agents from paying reasonable remuneration to any Maxim stockholder for the fair market value of services rendered to Maxim or its agents, provided that any such remuneration must be reported to the United States together with a description of the services rendered and an explanation for why such remuneration constitutes fair market value, on each anniversary of the Effective Date of this Agreement until such time as Maxim pays in full the Settlement Amount.

iv. Any reports or submissions to the United States required by this Paragraph 1(f) shall be sent to Joyce R. Branda, Director, Commercial Litigation Branch, Civil Division, United States Department of Justice, P.O. Box 261, Ben Franklin Station, Washington DC, 20044 and marked "Pursuant to Maxim-United States settlement, DJ 46-48-2086."

2. In the event that Maxim fails to remit the amount due to the United States in accordance with the Payment Schedule, within five (5) days after the date indicated in the Payment Schedule, Maxim shall be in Default of its payment obligations (hereinafter "Default"). In the event of Default, the United States will provide written notice of the Default ("Notice of Default"), and Maxim shall have an opportunity to cure such Default within thirty (30) days from the date of receipt of the Notice of Default ("Cure Period"). Notice of Default will be delivered to Laura Laemmle-Weidenfeld, Patton Boggs LLP, 2550 M Street, NW, Washington, DC 20037, and concurrently to Toni-Jean Lisa, General Counsel, Maxim Healthcare Services, Inc., 7227 Lee DeForest Drive, Columbia, MD 21046, or to such other representative as Maxim shall designate in advance in writing. If Maxim fails to cure the Default within the Cure Period (hereinafter "Failure to Cure Default"), the remaining unpaid balance of the Federal Settlement Amount, less any payments already made, shall become immediately due and payable, and interest shall accrue at the Medicare interest rate (per 42 C.F.R. part 405.378) as of the date of Default until payment in full of the Federal Settlement Amount plus any interest owing as of the date of payment pursuant to the Payment Schedule. Furthermore, in the event of a Failure to Cure Default, the United States may at its option: 1) rescind its releases; 2) offset the remaining unpaid balance from any amounts due and owing to Maxim by any department, agency, or agent of the United States, including any state Medicaid program, at the time of the Default; and/or 3) reinstitute an action or actions against Maxim in this Court. Maxim agrees not to contest any offset imposed and not to contest any collection action undertaken by the United States or any state Medicaid program pursuant to this Paragraph, either administratively or in any state or federal court. Maxim shall pay the United

States all reasonable costs of collection and enforcement under this Paragraph, including attorney's fees and expenses (collection costs). In the event the United States reinstates this action under this Paragraph, Maxim expressly agrees not to plead, argue, or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel, or similar theories, to any such civil or administrative claims, actions, or proceedings, which: (a) are brought by the United States within one hundred-twenty (120) calendar days of receipt of Notice of Default, and (b) relate to the Covered Conduct, except to the extent such defenses were available on October 8, 2004.

3. In the event of Failure to Cure Default, HHS-OIG may, at its sole discretion, exclude Maxim from participating in all Federal health care programs until Maxim pays the Federal Settlement Amount, any interest owing as of the date of payment pursuant to the Payment Schedule, and collection costs as set forth in Paragraphs 1 and 2 above in the case of Failure to Cure Default (hereinafter "Exclusion for Default"). Exclusion for Default shall have national effect and shall also apply to all other federal procurement and non-procurement programs. Federal health care programs shall not pay anyone for items or services, including administrative and management services, furnished, ordered, or prescribed by Maxim in any capacity while Maxim is excluded. This payment prohibition applies to Maxim and all other individuals and entities (including, for example, anyone who employs or contracts with Maxim, and any hospital or other provider where Maxim provide services). Exclusion for Default applies regardless of who submits the claim or other request for payment. Maxim shall not submit or cause to be submitted to any Federal health care program any claim or request for payment for items or services, including administrative and management services, furnished,

ordered, or prescribed by Maxim during the Exclusion for Default. Violation of the conditions of the Exclusion for Default may result in criminal prosecution, the imposition of civil monetary penalties and assessments, and an additional period of Exclusion for Default. Maxim further agrees to hold the Federal health care programs, and all federal beneficiaries and/or sponsors, harmless from any financial responsibility for items or services furnished, ordered, or prescribed to such beneficiaries or sponsors after the effective date of the Exclusion for Default. HHS-OIG shall provide written notice of any such exclusion to Maxim. Maxim waives any further notice of the Exclusion for Default under 42 U.S.C. § 1320a-7(b)(7), and agrees not to contest such Exclusion for Default either administratively or in any state or federal court. Reinstatement to program participation is not automatic. If at the end of the period of Exclusion for Default Maxim wishes to apply for reinstatement, Maxim must submit a written request for reinstatement to OIG-HHS in accordance with the provisions of 42 C.F.R. §§ 1001.3001-.3005. Maxim will not be reinstated unless and until the HHS-OIG approves such request for reinstatement.

4. Subject to the exceptions specified in Paragraph 6, below, conditioned upon Maxim's full payment of the Settlement Amount, and subject to Paragraph 21, below (concerning bankruptcy proceedings commenced within 91 days of the Effective Date of this Agreement or any payment made under this Agreement), the United States (on behalf of itself, its officers, agents, agencies, and departments) agrees to release Maxim together with its affiliates and the predecessors, successors and assigns of any of them from any civil or administrative monetary claim the United States has or may have for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733; the Civil Monetary Penalties Law, 42

U.S.C. § 1320a-7a; the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; or the common law theories of payment by mistake, unjust enrichment, disgorgement, recoupment and fraud. No individuals are released by this Agreement.

5. In consideration of the obligations of Maxim set forth in this Agreement and in the Corporate Integrity Agreement (“CIA”) entered into between HHS-OIG and Maxim, and conditioned upon Maxim’s full payment of the Settlement Amount, and subject to Paragraph 21, below (concerning bankruptcy proceedings commenced within 91 days of the Effective Date of this Agreement or any payment made under this Agreement), the HHS-OIG agrees to release and refrain from instituting, directing, or maintaining any administrative claim or action seeking exclusion from Medicare, Medicaid, and other Federal health care programs (as defined in 42 U.S.C. § 1320a-7b(f)) against Maxim under 42 U.S.C. § 1320a-7a (Civil Monetary Penalties Law) or 42 U.S.C. § 1320a-7(b)(7) (permissive exclusion for fraud, kickbacks, and other prohibited activities) for the Covered Conduct, except as reserved in Paragraph 6, below, and as reserved in this Paragraph. The HHS-OIG expressly reserves all rights to comply with any statutory obligations to exclude Maxim from Medicare, Medicaid, or other Federal health care programs under 42 U.S.C. § 1320a-7(a) (mandatory exclusion) based upon the Covered Conduct. Nothing in this Paragraph precludes the HHS-OIG from taking action against entities or persons, or for conduct and practices, for which claims have been reserved in Paragraph 6, below.

6. Notwithstanding any term of this Agreement, specifically reserved and excluded from the scope and terms of this Agreement as to any entity or person (including Maxim and Relator) are the following:

- a. Any claims for the conduct alleged in UNDER SEAL v. UNDER SEAL, No. 10-362 (D. UT);
- b. Any civil, criminal, or administrative liability arising under Title 26, U.S. Code (Internal Revenue Code);
- c. Any criminal liability;
- d. Except as explicitly stated in this Agreement, any administrative liability, including mandatory exclusion from Federal health care programs;
- e. Any liability to the United States (or its agencies) for any conduct other than the Covered Conduct;
- f. Any liability based upon such obligations as are created by this Agreement;
- g. Any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct;
- h. Any liability of individuals, including officers, directors, and employees; and
- i. Any liability for express or implied warranty claims or other claims for defective or deficient products or services, including quality of goods and services.

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

prosecution or administrative action. Nothing in this Paragraph or any other provision of this Agreement constitutes an agreement by the United States concerning the characterization of the Settlement Amount for purposes of the Internal Revenue laws, Title 26 of the United States Code.

8. Maxim, together with its affiliates and the predecessors, successors and assigns of any of them, fully and finally releases the United States, its agencies, employees, servants, and agents from any claims (including attorney's fees, costs, and expenses of every kind and however denominated) that Maxim or its affiliates, and the successors and assigns of any of them, has asserted, could have asserted, or may assert in the future against the United States, its agencies, employees, servants, and agents, related to the Covered Conduct or the Civil Action and the United States' investigation and prosecution thereof.

9. Relator and his heirs, successors, attorneys, agents and assigns agree not to object to this Agreement and agree and confirm that settlement of this Civil Action and the Payment Schedule are fair, adequate and reasonable under all the circumstances, agree not to challenge this Agreement pursuant to 31 U.S.C. § 3730(c)(2)(B), and expressly waive the opportunity for a hearing on any objection to this Agreement pursuant to 31 U.S.C. § 3730(c)(2)(B).

10. Contingent upon the United States receiving the Federal Settlement Amount and any interest due and owing on that Federal Settlement Amount from Maxim, and as soon as feasible after receipt of each payment from Maxim, the United States agrees to pay the Relator, pursuant to the Payment Schedule, \$10,085,561.49, plus any interest paid by

Maxim on that amount, as the Relator's share of the proceeds pursuant to 31 U.S.C. § 3730(d) (the "Relator Share").

11. Conditioned upon his receipt of the Relator Share, the Relator, individually, and for his heirs, successors, agents and assigns, fully and finally releases, waives, and forever discharges the United States, its agencies (including but not limited to, the HHS-OIG), employees, servants, and agents from any claims arising from or relating to 31 U.S.C. § 3730; from any claims arising from the filing of the Civil Action; and from any other claims for a share of the Federal Settlement Amount; and in full settlement of any claims Relator may have under this Agreement. This Agreement does not resolve or in any manner affect any claims the United States has or may have against the Relator arising under Title 26, U.S. Code (Internal Revenue Code), or any claims arising under this Agreement.

12.a. In consideration of the obligations of Maxim in this Agreement, Relator, for himself and for his heirs, successors, attorneys, agents, and assigns, fully and finally releases Maxim and its attorneys and agents, and each of them, from any liability, claims, demands, actions, or causes of action whatsoever existing as of the Effective Date of this Agreement, whether known or unknown, fixed or contingent, in law or in equity, in contract or tort, of any kind or character, for damages, statutory penalties, equitable relief or otherwise, including attorneys' fees, costs, and expenses of every kind and however denominated, that Relator would have standing to bring against them, or any of them.

b. In consideration of the obligations of Relator in this Agreement, Maxim agrees to release Relator, his heirs, successors, attorneys, agents, and assigns, and each of them, from any liability, claims, demands, actions, or causes of action whatsoever existing as of the

Effective Date of this Agreement, whether known or unknown, fixed or contingent, in law or in equity, in contract or tort, of any kind or character, for damages, statutory penalties, equitable relief or otherwise, including attorneys' fees, costs, and expenses of every kind and however denominated, that Maxim would have standing to bring against them, or any of them.

13. Maxim has provided sworn financial disclosure statements (Financial Statements) to the United States and the United States has relied on the accuracy and completeness of those Financial Statements in reaching this Agreement. Maxim warrants that the Financial Statements are complete, accurate, and current. If the United States learns of asset(s) in which Maxim had an interest at the time of this Agreement that were not disclosed in the Financial Statements, or if the United States learns of any misrepresentation by Maxim on, or in connection with, the Financial Statements, and if such nondisclosure or misrepresentation changes the estimated net worth set forth in the Financial Statements by \$2,500,000 or more, the United States may at its option: (a) rescind this Agreement and reinstate suit based on the Covered Conduct or (b) let the Agreement stand and collect the full Federal Settlement Amount and any interest due and owing as of the date of payment plus one hundred percent (100%) of the value of the net worth of Maxim previously undisclosed. The United States agrees to provide written notice to Maxim, and to provide 20 days for Maxim to respond to the United States, before undertaking a collection action pursuant to this Paragraph. Maxim agrees not to contest any collection action undertaken by the United States pursuant to this provision, and immediately to pay the United States all reasonable costs incurred in such an action, including attorney's fees and expenses.

14. In the event that the United States, pursuant to Paragraph 13 (concerning disclosure of assets), above, opts to rescind this Agreement, Maxim agrees not to plead, argue, or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel, or similar theories, to any civil or administrative claims that (a) are filed by the United States within 120 calendar days of written notification to Maxim that this Agreement has been rescinded, and (b) relate to the Covered Conduct, except to the extent these defenses were available on October 8, 2004.

15. After this Agreement is executed and the Initial Payment is paid by Maxim to the United States and the Relator's attorney fees are paid to Relator's counsel in accordance with Paragraph 1 of this Agreement, the United States will file a Notice of Intervention and the Parties will file a stipulation in the Civil Action requesting that, pursuant to and consistent with the terms of this Agreement, the Civil Action be dismissed with prejudice to the Relator as to all claims, with prejudice to the United States as to the Covered Conduct, and without prejudice to the United States as to any other claims asserted.

16. The Settlement Amount shall not be decreased as a result of the denial of claims for payment now being withheld from payment by any Medicare carrier or intermediary or any state payer, related to the Covered Conduct; and, if applicable, Maxim agrees not to resubmit to any Medicare carrier or intermediary or any state payer any previously denied claims related to the Covered Conduct, and agrees not to appeal any such denials of claims.

17. Maxim agrees to the following:

a. Unallowable Costs Defined: That all costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47; and in Titles XVIII and XIX of the Social Security Act, 42 U.S.C. §§ 1395-1395kkk-1 and 1396-1396w-5; and the regulations and official program directives promulgated thereunder) incurred by or on behalf of Maxim, its current and former parent corporations; its direct and indirect subsidiaries; its brother or sister corporations; its divisions; its current or former owners, officers, directors, employees, shareholders, and agents in connection with the following shall be “Unallowable Costs” on government contracts and under the Medicare Program, Medicaid Program, TRICARE Program, and Federal Employees Health Benefits Program (FEHBP):

(1) the matters covered by this Agreement, the Medicaid State Settlement Agreement, the DPA, and any related plea agreements;

(2) the United States’ audit(s) and civil and any criminal investigation(s) of the matters covered by this Agreement;

(3) Maxim’s investigation, defense, and corrective actions undertaken in response to the United States’ audit(s) and civil and any criminal investigation(s) in connection with the matters covered by this Agreement (including attorney's fees);

(4) the negotiation and performance of this Agreement, the Medicaid State Settlement Agreement, the DPA, and any related plea agreements;

(5) the payment Maxim makes to the United States or any State pursuant to this Agreement, the Medicaid State Settlement Agreement or the DPA and any payments that Maxim may make to the Relator, including any costs and attorneys fees; and

(6) the negotiation of, and obligations undertaken pursuant to the CIA to:

(i) retain an independent review organization to perform annual reviews as described in Section III of the CIA; and

(ii) prepare and submit reports to the HHS-OIG.

However, nothing in this Paragraph 17(a)(6) that may apply to the obligations undertaken pursuant to the CIA affects the status of costs that are not allowable based on any other authority applicable to Maxim. (All costs described or set forth in this Paragraph 17(a) are hereafter "Unallowable Costs.")

b. Future Treatment of Unallowable Costs: These Unallowable Costs shall be separately determined and accounted for by Maxim, and Maxim shall not charge such Unallowable Costs directly or indirectly to any contracts with the United States or any State Medicaid program, or seek payment for such Unallowable Costs through any cost report, cost statement, information statement, or payment request submitted by Maxim or any of its subsidiaries or affiliates to the Medicare, Medicaid, TRICARE, or FEHBP Programs.

c. Treatment of Unallowable Costs Previously Submitted for Payment: Maxim further agrees that within 90 days of the Effective Date of this Agreement it shall identify to applicable Medicare and TRICARE fiscal intermediaries, carriers, and/or contractors, and Medicaid and FEHBP fiscal agents, any Unallowable Costs (as defined in this Paragraph) included in payments previously sought from the United States, or any State Medicaid program, including, but not limited to, payments sought in any cost reports, cost statements, information reports, or payment requests already submitted by Maxim or any of its

subsidiaries or affiliates, and shall request, and agree, that such cost reports, cost statements, information reports, or payment requests, even if already settled, be adjusted to account for the effect of the inclusion of the Unallowable Costs. Maxim agrees that the United States, at a minimum, shall be entitled to recoup from Maxim any overpayment plus applicable interest and penalties as a result of the inclusion of such Unallowable Costs on previously-submitted cost reports, information reports, cost statements, or requests for payment.

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

d. Nothing in this Agreement shall constitute a waiver of the rights of the United States to examine or reexamine the Unallowable Costs described in this Paragraph.

18. This Agreement is intended to be for the benefit of the Parties only. The Parties do not release any claims against any other person or entity, except to the extent provided for in Paragraphs 4, 8, 11, 12, and 19.

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

20. Maxim warrants that it has reviewed its financial situation and that it currently is solvent within the meaning of 11 U.S.C. §§ 547(b)(3) and 548(a)(1)(B)(ii)(I), and expects to remain solvent following its payment to the United States of the Federal Settlement Amount. Further, the Parties warrant that, in evaluating whether to execute this Agreement, they (a) have intended that the mutual promises, covenants, and obligations set forth constitute a contemporaneous exchange for new value given to Maxim, within the meaning of 11 U.S.C. § 547(c)(1); and (b) conclude that these mutual promises, covenants, and obligations do, in fact, constitute such a contemporaneous exchange. Further, the Parties warrant that the mutual promises, covenants, and obligations set forth herein are intended to and do, in fact, represent a reasonably equivalent exchange of value that is not intended to hinder, delay, or defraud any entity to which Maxim was or became indebted, on or after the date of this Agreement, all within the meaning of 11 U.S.C. § 548(a)(1).

21. If within 91 days of the Effective Date of this Agreement or of any payment made under this Agreement, Maxim commences, or a third party commences, any case, proceeding, or other action under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors (a) seeking to have any order for relief of Maxim's debts, or seeking to adjudicate Maxim as bankrupt or insolvent; or (b) seeking appointment of a receiver, trustee, custodian, or other similar official for Maxim or for all or any substantial part of Maxim's assets, Maxim agrees as follows:

a. Maxim's obligations under this Agreement may not be avoided pursuant to 11 U.S.C. § 547, and Maxim shall not argue or otherwise take the position in any such case, proceeding, or action that: (i) Maxim's obligations under this Agreement may be

avoided under 11 U.S.C. § 547; (ii) Maxim was insolvent at the time this Agreement was entered into, or became insolvent as a result of the payment made to the United States; or (iii) the mutual promises, covenants, and obligations set forth in this Agreement do not constitute a contemporaneous exchange for new value given to Maxim.

b. If Maxim's obligations under this Agreement are avoided for any reason, including, but not limited to, through the exercise of a trustee's avoidance powers under the Bankruptcy Code, the United States, at its sole option, may rescind the releases in this Agreement and bring any civil and/or administrative claim, action, or proceeding against Maxim for the claims that would otherwise be covered by the releases provided in Paragraphs 4-5, above. Maxim agrees that (i) any such claims, actions, or proceedings brought by the United States (including any proceedings to exclude Maxim from participation in Medicare, Medicaid, or other Federal health care programs) are not subject to an "automatic stay" pursuant to 11 U.S.C. § 362(a) as a result of the action, case, or proceedings described in the first clause of this Paragraph, and Maxim shall not argue or otherwise contend that the United States' claims, actions, or proceedings are subject to an automatic stay; (ii) Maxim shall not plead, argue, or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel, or similar theories, to any such civil or administrative claims, actions, or proceeding that are brought by the United States within 120 calendar days of written notification to Maxim that the releases have been rescinded pursuant to this Paragraph, except to the extent such defenses were available on October 8, 2004; and (iii) the United States has a valid claim against Maxim in the amount of \$182,267,541.12 and penalties, and the United States may pursue its

claim in the case, action, or proceeding referenced in the first clause of this Paragraph, as well as in any other case, action, or proceeding.

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

22. Except as expressly provided to the contrary in this Agreement, each Party to this Agreement shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

23. Maxim and Relator represent that this Agreement is freely and voluntarily entered into without any degree of duress or compulsion whatsoever.

24. This Agreement is governed by the laws of the United States. The Parties agree that the exclusive jurisdiction and venue for any dispute arising between and among the Parties under this Agreement is the United States District Court for the District of New Jersey, except that disputes arising under the CIA and DPA shall be resolved exclusively under the dispute resolution provisions in those agreements.

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

26. The individuals signing this Agreement on behalf of Maxim represent and warrant that they are authorized by Maxim to execute this Agreement. The individual signing this Agreement on behalf of the Relator warrants that she is authorized by Relator to execute this Agreement. The United States signatories represent that they are signing this Agreement in their official capacities and that they are authorized to execute this Agreement.

27. For purposes of construction, this Agreement shall be deemed to have

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

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

29. This Agreement is binding on Maxim's successors, transferees, heirs, and assigns, each of which shall be jointly and severally liable.

30. This Agreement is effective on the later of (1) the date of signature of the last signatory to the Agreement; or (2) the date the Court approves of the DPA ("Effective Date of this Agreement"). Facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

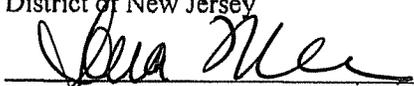
31. Maxim and Relator hereby consent to the United States' disclosure of this Agreement, and information about this Agreement, to the public.

THE UNITED STATES OF AMERICA

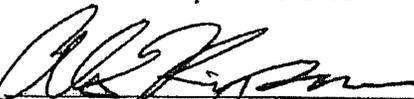
Tony West  
Assistant Attorney General  
Civil Division  
United States Department of Justice

J. Gilmore Childers  
Attorney for the United States, Acting  
Under Authority Conferred by 28 U.S.C.  
515  
District of New Jersey

DATED: 9/12/11

BY:   
SARA McLEAN  
Assistant Director  
Commercial Litigation Branch  
Civil Division  
United States Department of Justice

DATED: 9/9/11

BY:   
ALEX KRIEGSMAN  
Assistant United States Attorney

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

BY: \_\_\_\_\_  
GREGORY E. DEMSKE  
Assistant Inspector General for  
Legal Affairs  
Office of Counsel to the  
Inspector General  
Office of Inspector General  
United States Department of  
Health and Human Services

THE UNITED STATES OF AMERICA

Tony West  
Assistant Attorney General  
Civil Division  
United States Department of Justice

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515  
District of New Jersey

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

BY: \_\_\_\_\_  
SARA McLEAN  
Assistant Director  
Commercial Litigation Branch  
Civil Division  
United States Department of Justice

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

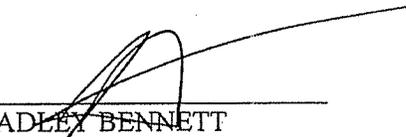
BY: \_\_\_\_\_  
ALEX KRIEGSMAN  
Assistant United States Attorney

DATED: 9/9/11

BY:   
GREGORY E. DEMSKE  
Assistant Inspector General for  
Legal Affairs  
Office of Counsel to the  
Inspector General  
Office of Inspector General  
United States Department of  
Health and Human Services

MAXIM

DATED: 9/6/11

BY:   
\_\_\_\_\_  
W. BRADLEY BENNETT  
Chief Executive Officer, Maxim Healthcare  
Services

DATED: 9/6/11

BY:   
\_\_\_\_\_  
TONI-JEAN LISA, ESQ.  
General Counsel for Maxim Healthcare Services,  
Inc.  
Counsel for Maxim

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

BY: \_\_\_\_\_  
LAURA LAEMMLE-WEIDENFELD, ESQ.  
Counsel for Maxim

MAXIM

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

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

W. BRADLEY BENNETT  
Chief Executive Officer, Maxim Healthcare  
Services

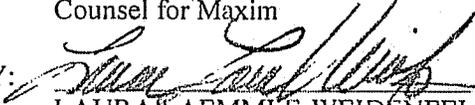
DATED: \_\_\_\_\_

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

TONI-JEAN LISA, ESQ.  
General Counsel for Maxim Healthcare Services,  
Inc.  
Counsel for Maxim

DATED: 7/6/2011

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

  
LAURA LAEMMLE-WEIDENFELD, ESQ.  
Counsel for Maxim

RICHARD WEST - Relator

DATED: 9-8-2011

BY: Richard W West  
RICHARD WEST

DATED: 9-8-11

BY: Robin West  
ROBIN WEST, ESQ.  
Counsel for Richard West

**Exhibit A**

1. Alabama
2. Alaska
3. Arizona
4. California
5. Colorado
6. Delaware
7. Florida
8. Georgia
9. Idaho
10. Illinois
11. Indiana
12. Iowa
13. Kansas
14. Louisiana
15. Maine
16. Maryland
17. Massachusetts
18. Michigan
19. Minnesota
20. Missouri
21. Nebraska
22. Nevada
23. New Hampshire
24. New Jersey
25. New Mexico
26. New York
27. North Carolina
28. Ohio
29. Oklahoma
30. Oregon
31. Pennsylvania
32. Rhode Island
33. South Carolina
34. Tennessee
35. Texas
36. Utah
37. Virginia
38. Washington
39. West Virginia
40. Wisconsin
41. Wyoming

**EXHIBIT B - TOTAL MAXIM PAYMENT SCHEDULE**

Quarter	Payment	1.25% Interest	Principal	Balance
				121,511,694.08
9/22/2011*	51,893,418.52	1,893,418.52	50,000,000.00	71,511,694.08
12/22/2011	291,750.00	223,474.04	68,275.96	71,443,418.12
3/22/2012	291,750.00	223,260.68	68,489.32	71,374,928.81
6/22/2012	291,750.00	223,046.65	68,703.35	71,306,225.46
9/24/2012	291,750.00	222,831.95	68,918.05	71,237,307.41
12/24/2012	291,750.00	222,616.59	69,133.41	71,168,174.00
3/22/2013	291,750.00	222,400.54	69,349.46	71,098,824.54
6/24/2013	291,750.00	222,183.83	69,566.17	71,029,258.37
9/23/2013	291,750.00	221,966.43	69,783.57	70,959,474.80
12/23/2013	291,750.00	221,748.36	70,001.64	70,889,473.16
3/24/2014	291,750.00	221,529.60	70,220.40	70,819,252.76
6/23/2014	291,750.00	221,310.16	70,439.84	70,748,812.93
9/22/2014	291,750.00	221,090.04	70,659.96	70,678,152.97
12/22/2014	291,750.00	220,869.23	70,880.77	70,607,272.20
3/23/2015	291,750.00	220,647.73	71,102.27	70,536,169.92
6/22/2015	291,750.00	220,425.53	71,324.47	70,464,845.45
9/22/2015	291,750.00	220,202.64	71,547.36	70,393,298.10
12/22/2015	291,750.00	219,979.06	71,770.94	70,321,527.15
3/22/2016	291,750.00	219,754.77	71,995.23	70,249,531.92
6/22/2016	291,750.00	219,529.79	72,220.21	70,177,311.71
9/22/2016	291,750.00	219,304.10	72,445.90	70,104,865.81
12/22/2016	291,750.00	219,077.71	72,672.29	70,032,193.52
3/22/2017	291,750.00	218,850.60	72,899.40	69,959,294.12
6/22/2017	291,750.00	218,622.79	73,127.21	69,886,166.92
9/22/2017	291,750.00	218,394.27	73,355.73	69,812,811.19
12/22/2017	8,250,000.00	218,165.03	8,031,834.97	61,780,976.22
3/22/2018	8,250,000.00	193,065.55	8,056,934.45	53,724,041.77
6/22/2018	8,250,000.00	167,887.63	8,082,112.37	45,641,929.40
9/24/2018	8,250,000.00	142,631.03	8,107,368.97	37,534,560.43
12/24/2018	10,000,000.00	117,295.50	9,882,704.50	27,651,855.93
3/22/2019	10,000,000.00	86,412.05	9,913,587.95	17,738,267.98
6/24/2019	10,000,000.00	55,432.09	9,944,567.91	7,793,700.07
9/23/2019	7,818,055.38	24,355.31	7,793,700.07	-
<b>Total</b>	<b>129,713,473.90</b>	<b>8,201,779.82</b>	<b>121,511,694.08</b>	

\* Includes interest accruing on the entire settlement balance from June 24, 2010 through September 22, 2011.

**EXHIBIT B - FEDERAL PAYMENT SCHEDULE**

Quarter	Payment	1.25% Interest	Principal	Balance
				65,554,484.45
9/22/2011*	27,963,959.01	1,021,482.55	26,942,476.46	38,612,007.99
12/22/2011	157,125.47	120,662.52	36,462.95	38,575,545.04
3/22/2012	157,125.47	120,548.58	36,576.89	38,538,968.15
6/22/2012	157,125.47	120,434.28	36,691.19	38,502,276.96
9/24/2012	157,125.47	120,319.62	36,805.85	38,465,471.10
12/24/2012	157,125.47	120,204.60	36,920.87	38,428,550.23
3/22/2013	157,125.47	120,089.22	37,036.25	38,391,513.98
6/24/2013	157,125.47	119,973.48	37,151.99	38,354,361.99
9/23/2013	157,125.47	119,857.38	37,268.09	38,317,093.90
12/23/2013	157,125.47	119,740.92	37,384.55	38,279,709.35
3/24/2014	157,125.47	119,624.09	37,501.38	38,242,207.97
6/23/2014	157,125.47	119,506.90	37,618.57	38,204,589.40
9/22/2014	157,125.47	119,389.34	37,736.13	38,166,853.28
12/22/2014	157,125.47	119,271.42	37,854.05	38,128,999.22
3/23/2015	157,125.47	119,153.12	37,972.35	38,091,026.87
6/22/2015	157,125.47	119,034.46	38,091.01	38,052,935.86
9/22/2015	157,125.47	118,915.42	38,210.05	38,014,725.82
12/22/2015	157,125.47	118,796.02	38,329.45	37,976,396.37
3/22/2016	157,125.47	118,676.24	38,449.23	37,937,947.13
6/22/2016	157,125.47	118,556.08	38,569.39	37,899,377.75
9/22/2016	157,125.47	118,435.56	38,689.91	37,860,687.83
12/22/2016	157,125.47	118,314.65	38,810.82	37,821,877.01
3/22/2017	157,125.47	118,193.37	38,932.10	37,782,944.91
6/22/2017	157,125.47	118,071.70	39,053.77	37,743,891.14
9/22/2017	157,125.47	117,949.66	39,175.81	37,704,715.33
12/22/2017	4,443,136.82	117,827.24	4,325,309.58	33,379,405.75
3/22/2018	4,443,136.82	104,310.64	4,338,826.18	29,040,579.57
6/22/2018	4,443,136.82	90,751.81	4,352,385.01	24,688,194.56
9/24/2018	4,443,136.82	77,150.61	4,365,986.21	20,322,208.35
12/24/2018	5,385,620.39	63,506.90	5,322,113.49	15,000,094.86
3/22/2019	5,385,620.39	46,875.30	5,338,745.09	9,661,349.77
6/24/2019	5,385,620.39	30,191.72	5,355,428.67	4,305,921.10
9/23/2019	4,319,377.10	13,456.00	4,305,921.10	(0.00)
<b>Total</b>	<b>69,983,755.84</b>	<b>4,429,271.39</b>	<b>65,554,484.45</b>	

\* Includes interest accruing on the entire settlement balance from June 24, 2010 through September 22, 2011.

**EXHIBIT B - STATE PAYMENT SCHEDULE**

<b>Quarter</b>	<b>Payment</b>	<b>1.25% Interest</b>	<b>Principal</b>	<b>Balance</b>
				55,957,209.63
9/22/2011*	23,929,459.51	871,935.97	23,057,523.54	32,899,686.09
12/22/2011	134,624.53	102,811.52	31,813.01	32,867,873.08
3/22/2012	134,624.53	102,712.10	31,912.43	32,835,960.65
6/22/2012	134,624.53	102,612.38	32,012.15	32,803,948.50
9/24/2012	134,624.53	102,512.34	32,112.19	32,771,836.31
12/24/2012	134,624.53	102,411.99	32,212.54	32,739,623.77
3/22/2013	134,624.53	102,311.32	32,313.21	32,707,310.56
6/24/2013	134,624.53	102,210.35	32,414.18	32,674,896.38
9/23/2013	134,624.53	102,109.05	32,515.48	32,642,380.90
12/23/2013	134,624.53	102,007.44	32,617.09	32,609,763.81
3/24/2014	134,624.53	101,905.51	32,719.02	32,577,044.79
6/23/2014	134,624.53	101,803.26	32,821.27	32,544,223.53
9/22/2014	134,624.53	101,700.70	32,923.83	32,511,299.69
12/22/2014	134,624.53	101,597.81	33,026.72	32,478,272.98
3/23/2015	134,624.53	101,494.60	33,129.93	32,445,143.05
6/22/2015	134,624.53	101,391.07	33,233.46	32,411,909.59
9/22/2015	134,624.53	101,287.22	33,337.31	32,378,572.28
12/22/2015	134,624.53	101,183.04	33,441.49	32,345,130.79
3/22/2016	134,624.53	101,078.53	33,546.00	32,311,584.79
6/22/2016	134,624.53	100,973.70	33,650.83	32,277,933.96
9/22/2016	134,624.53	100,868.54	33,755.99	32,244,177.98
12/22/2016	134,624.53	100,763.06	33,861.47	32,210,316.50
3/22/2017	134,624.53	100,657.24	33,967.29	32,176,349.21
6/22/2017	134,624.53	100,551.09	34,073.44	32,142,275.77
9/22/2017	134,624.53	100,444.61	34,179.92	32,108,095.85
12/22/2017	3,806,863.18	100,337.80	3,706,525.38	28,401,570.47
3/22/2018	3,806,863.18	88,754.91	3,718,108.27	24,683,462.20
6/22/2018	3,806,863.18	77,135.82	3,729,727.36	20,953,734.84
9/24/2018	3,806,863.18	65,480.42	3,741,382.76	17,212,352.08
12/24/2018	4,614,379.61	53,788.60	4,560,591.01	12,651,761.07
3/22/2019	4,614,379.61	39,536.75	4,574,842.86	8,076,918.22
6/24/2019	4,614,379.61	25,240.37	4,589,139.24	3,487,778.98
9/23/2019	3,498,678.28	10,899.31	3,487,778.98	-
<b>Total</b>	<b>59,729,718.07</b>	<b>3,772,508.44</b>	<b>55,957,209.63</b>	

\* Includes interest accruing on the entire settlement balance from June 24, 2010 through September 22, 2011.

**EXHIBIT B - UNITED STATES - RELATOR PAYMENT SCHEDULE**

Quarter	Payment	1.25% Interest	Principal	Balance
				10,085,561.49
up front	4,308,496.31	157,155.15	4,151,341.16	5,934,220.33
1	25,140.08	18,544.44	6,595.64	5,927,624.69
2	25,140.08	18,523.83	6,616.25	5,921,008.44
3	25,140.08	18,503.15	6,636.93	5,914,371.51
4	25,140.08	18,482.41	6,657.67	5,907,713.84
5	25,140.08	18,461.61	6,678.47	5,901,035.36
6	25,140.08	18,440.74	6,699.34	5,894,336.02
7	25,140.08	18,419.80	6,720.28	5,887,615.74
8	25,140.08	18,398.80	6,741.28	5,880,874.46
9	25,140.08	18,377.73	6,762.35	5,874,112.11
10	25,140.08	18,356.60	6,783.48	5,867,328.63
11	25,140.08	18,335.40	6,804.68	5,860,523.95
12	25,140.08	18,314.14	6,825.94	5,853,698.01
13	25,140.08	18,292.81	6,847.27	5,846,850.74
14	25,140.08	18,271.41	6,868.67	5,839,982.07
15	25,140.08	18,249.94	6,890.14	5,833,091.93
16	25,140.08	18,228.41	6,911.67	5,826,180.26
17	25,140.08	18,206.81	6,933.27	5,819,247.00
18	25,140.08	18,185.15	6,954.93	5,812,292.06
19	25,140.08	18,163.41	6,976.67	5,805,315.39
20	25,140.08	18,141.61	6,998.47	5,798,316.93
21	25,140.08	18,119.74	7,020.34	5,791,296.59
22	25,140.08	18,097.80	7,042.28	5,784,254.31
23	25,140.08	18,075.79	7,064.29	5,777,190.02
24	25,140.08	18,053.72	7,086.36	5,770,103.66
25	710,901.89	18,031.57	692,870.32	5,077,233.35
26	710,901.89	15,866.35	695,035.54	4,382,197.81
27	710,901.89	13,694.37	697,207.52	3,684,990.29
28	710,901.89	11,515.59	699,386.30	2,985,603.99
29	861,699.26	9,330.01	852,369.25	2,133,234.74
30	861,699.26	6,666.36	855,032.90	1,278,201.84
31	861,699.26	3,994.38	857,704.88	420,496.96
32	248,154.80	1,314.05	246,840.75	-
<b>Total</b>	<b>10,588,718.37</b>	<b>676,813.10</b>	<b>9,911,905.27</b>	

\* Includes interest accruing on the entire settlement balance from June 24, 2010 through September 22, 2011.