

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into among the United States of America, acting through the United States Department of Justice; the Office of Inspector General (“OIG-HHS”) of the Department of Health and Human Services (“HHS”); and the Defense Health Agency (“DHA”), acting on behalf of the TRICARE Program (collectively, the “United States”), Philips RS North America LLC, f/k/a Respironics, Inc. (“Respironics”), and the relator Respiratory Care, LLC and its member Jeremy Orling (hereafter, both that entity and Mr. Orling shall be referred to, individually and collectively, as the “Relator”) (hereafter collectively referred to as “the Parties”), through their authorized representatives.

RECITALS

A. Respironics whose principal place of business is located in Pittsburgh, PA, provides various healthcare goods and services, including manufacturing and selling ventilators, oxygen concentrators, CPAP machines, and BiPAP machines, used to treat airway disorders.

B. On October 29, 2019, Relator filed a qui tam action in the United States District Court for the District of South Carolina captioned United States et al. ex rel. Respiratory Care, LLC v. Respironics, Inc. et al., Civil Action No. 2:19-cv-02913-BHH (D.S.C.), pursuant to the qui tam provisions of the False Claims Act, 31 U.S.C. § 3730(b) (the “Civil Action”). The complaint, which was subsequently amended by Relator, alleges that Respironics knowingly caused the submission of false claims to the United States by providing improper financial remuneration in the form of free physician prescribing data to certain durable medical equipment (“DME”) suppliers to induce them to recommend and provide Respironics’ respiration-related medical equipment to beneficiaries of Federal healthcare programs in violation of the Anti-Kickback Statute, 42 U.S.C. §1320a-7b(b)(2).

C. The United States contends that Respiroics caused to be submitted claims for payment to the Medicare Program, Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395lll (“Medicare”); the Medicaid Program, 42 U.S.C. §§ 1396-1396w-5 (“Medicaid”); and the TRICARE Program, 10 U.S.C. §§ 1071-1110b (“TRICARE”).

D. Respiroics has entered into or will be entering into one or more separate settlement agreements (hereinafter referred to as the “Medicaid State Settlement Agreement(s)”) with certain states (the “Medicaid Participating States”) in settlement of the conduct described in the Medicaid State Settlement Agreement(s), and will pay to the Medicaid Participating States in connection with any such agreements the sum of Two Million One Hundred Twenty Five Thousand (\$2,125,000.00) (the “Medicaid State Settlement Amount”).

E. The United States contends that from November 2014 through April 2020, Respiroics caused DME suppliers to submit false claims to the Medicare, Medicaid, and TRICARE programs for ventilators, oxygen concentrators, CPAP, BiPAP machines, and other respiratory-related medical equipment (collectively, “Equipment”) when such claims were tainted by Respiroics’ provision of unlawful remuneration (data, described below) in violation of the Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b)(2). Specifically, the United States contends that, in order to induce DME suppliers to choose Respiroics’ Equipment for Federal health care program beneficiaries, Respiroics provided remuneration in the form of giving free of charge to these DME suppliers physician prescribing data known as “HMS” or “Health Market Science” data, knowing that this data may be of significant value to DME suppliers to assist in the DME suppliers’ own marketing efforts. That conduct is referred to below as the “Covered Conduct.”

F. Respiroics denies the allegations in Paragraph E.

G. This Settlement Agreement is neither an admission of liability by Respironics nor a concession by the United States that its claims are not well founded.

H. Relator claims entitlement under 31 U.S.C. § 3730(d) to a share of the proceeds of this Settlement Agreement and to Relator's reasonable expenses, attorneys' fees and costs.

To avoid the delay, uncertainty, inconvenience, and expense of protracted litigation of the above claims, and in consideration of the mutual promises and obligations of this Settlement Agreement, the Parties agree and covenant as follows:

TERMS AND CONDITIONS

1. Respironics shall pay to the United States Twenty-Two Million Six Hundred and Twenty Five Thousand dollars (\$22,625,000.00) ("Settlement Amount"), of which Ten Million Two Hundred and Seventy Three Thousand dollars (\$10,273,000.00) is restitution, plus interest computed at a rate of 1% per annum beginning on January 21, 2022, and continuing until the date of payment, no later than 10 calendar days after the Effective Date of this Agreement by electronic funds transfer pursuant to written instructions to be provided the Office of the United States Attorney for the District of South Carolina.

Respironics has received a guarantee from a third party ("Guarantor") stating that in the event that Respironics does not pay the Settlement Amount, plus interest as stated above, or in the event that within 91 days of its payments of the Settlement Amount Respironics' 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 Guarantor will pay the Settlement Amount, plus interest as stated above, to the United States, plus interest, within ten (10) business days of written notice from the United States of the occurrence of the event that triggered the applicability of the guarantee. Such payments shall be made pursuant to the terms

set forth above. The United States has received the above-referenced guarantee and has relied upon it in entering into this Agreement.

2. Conditioned upon the United States receiving the Settlement Amount and as soon as feasible after receipt, the United States shall pay Four Million Two Hundred Ninety Seven Thousand and Eight Hundred dollars (\$4,297,800.00), plus 19 percent of the applicable interest received pursuant to Paragraph 1 of this Agreement, to Relator by electronic funds transfer (Relator's Share), pursuant to written instructions provided by counsel for the Relator.

3. Respironics' payment to Relator for alleged retaliation claims under 31 U.S.C. subsection 3730(h), as well as similar provisions of any state statute under which the Relator asserted claims in the Civil Action, in conjunction with other terms and promises between Respironics and Relator shall be addressed in a separate agreement. Respironics shall pay to legal counsel for the Relator within ten (10) days of the Effective Date of this Agreement the sum of \$550,000.00 for Relator's reasonable expenses, attorneys' fees and costs under subsection 3730(d) and/or 3730(h)(2) ("Attorney's Fee Payment") pursuant to written instructions provided by counsel for the Relator.

4. Subject to the exceptions in Paragraph 8 (concerning reserved claims) below, and upon the United States' receipt of the Settlement Amount, the United States releases Respironics together with its current and former parent corporations, direct and indirect subsidiaries, brother or sister corporations, divisions, and the corporate successors and assigns of any of them from any civil or administrative monetary claim the United States has 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 of illegal profits and fraud.

5. Subject to the exceptions in Paragraph 8 below, and upon the United States' receipt of the Settlement Amount and full payment by Respironics to Relator of the Attorney's Fee Payment, Relator, for themselves and for their heirs, successors, attorneys, agents, and assigns, and those acting on their behalf or direction releases Respironics together with each of its past, present and future directors, officers, managers, members, employees, partners, principals, agents, insurers, shareholders, attorneys, accountants, independent contractors, auditors, advisors, consultants, predecessors, successors, parents, subsidiaries, divisions, assigns, joint ventures and joint venturers, related or affiliated entities, and all others acting on its or their behalf, and the corporate successors or assigns of any of them from any and all claims the Relator has on behalf of the United States or for themselves for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729 – 3733, as well as any and all claims for attorney's fees and costs under subsection 3730(d) and 3730(h). Respironics and Relator have entered into a separate agreement that contains additional mutual releases between them.

6. In consideration of the obligations of Respironics in this Agreement and the Corporate Integrity Agreement ("CIA"), entered into between OIG-HHS and Respironics simultaneously with this Agreement, and upon the United States' receipt of full payment of the Settlement Amount, the OIG-HHS shall release and refrain from instituting, directing, or maintaining any administrative action seeking exclusion from Medicare, Medicaid, and other Federal health care programs (as defined in 42 U.S.C. § 1320a-7b(f)) against Respironics 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 this paragraph and in Paragraph 8 (concerning reserved claims), below. The OIG-HHS expressly reserves all rights to comply with any statutory obligations to exclude Respironics from Medicare, Medicaid, and 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 OIG-HHS from taking action against entities or persons, or for conduct and practices, for which claims have been reserved in Paragraph 8, below.

7. In consideration of the obligations of Respironics set forth in this Agreement, and upon the United States' receipt of full payment of the Settlement Amount, DHA shall release and refrain from instituting, directing, or maintaining any administrative action seeking exclusion from the TRICARE Program against Respironics together with its current and former parent corporations; direct and indirect subsidiaries; brother or sister corporations; divisions; and the corporate successors and assigns of any of them under 32 C.F.R. § 199.9 for the Covered Conduct, except as reserved in this paragraph and in Paragraph 8 (concerning reserved claims), below. DHA expressly reserves authority to exclude Respironics together with its current and former parent corporations; direct and indirect subsidiaries; brother or sister corporations; divisions; and the corporate successors and assigns of any of them from the TRICARE Program under 32 C.F.R. §§ 199.9 (f)(1)(i)(A), (f)(1)(i)(B), and (f)(1)(iii) (mandatory exclusion), based upon the Covered Conduct. Nothing in this paragraph precludes DHA or the TRICARE Program from taking action against entities or persons, or for conduct and practices, for which claims have been reserved in Paragraph 8, below.

8. Notwithstanding the releases given in Paragraphs 4, 6, and 7 of this Agreement, or any other term of this Agreement, the following claims and rights of the United States are specifically reserved and are not released:

- a. Any liability arising under Title 26, U.S. Code (Internal Revenue Code);
- b. Any criminal liability;

- c. Except as explicitly stated in this Agreement, any administrative liability or enforcement right, including mandatory exclusion from Federal health care programs;
- d. Any liability to the United States (or its agencies) for any conduct other than the Covered Conduct;
- e. Any liability based upon obligations created by this Agreement;
- f. Any liability of individuals;
- g. Any liability for express or implied warranty claims or other claims for defective or deficient products or services, including quality of goods and services;
- h. Any liability for failure to deliver goods or services due; and
- i. Any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct.

9. In the event that Respironics fails to pay the full Settlement Amount within ten (10) days of the date that it is due according to Paragraph 1 of this Agreement, Respironics shall be in Default of its payment obligations (hereinafter “Default”). In the event of Default, the remaining unpaid balance of the Settlement Amount (Remaining Settlement Amount) shall become immediately due and payable, and interest shall accrue at the rate of 12% per annum compounded daily (Remaining Settlement Amount and Default Interest Balance) from the date of Default until all amounts due have been paid in full. Respironics shall consent to a Consent Judgment in the amount of the Remaining Settlement Amount and Default Interest Balance (Respironics Consent Judgment), and the United States, at its sole option, may: (a) offset the Respironics Consent Judgment from any amounts due and owing to Respironics by any department, agency, or agent of the United States; (b) collect the entire Remaining Settlement

Amount, plus interest including 12% interest per annum from the Date of Default, and all other amounts due upon the event of Default as specified in this paragraph; (c) exercise its rights to collect the Remaining Settlement Balance and Default Interest Balance pursuant to the Guarantee Agreement referenced in Paragraph 1 above, or (d) exercise any other rights granted by law or in equity, including but not limited to referring such matters for private collection. Respironics agrees not to contest any consent judgment or offset imposed in accordance with the financial terms of this Agreement, and Respironics agrees not to contest, and hereby waives and discharges any defenses to, any collection action undertaken by the United States or its agents or contractors pursuant to this Paragraph, either administratively or in any state or federal court. Respironics shall pay the United States all reasonable costs of collection and enforcement under this Paragraph applicable to them, respectively, including attorney's fees and expenses ("Collection Costs").

Moreover, notwithstanding the releases given in Paragraph 6 of this Agreement, in the event of Default, OIG-HHS may exclude Respironics from participating in all Federal health care programs until Respironics pays the Remaining Settlement Amount and Default Interest Balance. OIG-HHS will provide written notice of any such exclusion to Respironics. In the event of Default, Respironics waives any further notice of the exclusion under 42 U.S.C. § 1320a-7(b)(7), and agrees not to contest such exclusion either administratively or in any state or federal court. Upon cure of Default, reinstatement to program participation is not automatic. If at the end of the period of exclusion Respironics wishes to apply for reinstatement, Respironics must submit a written request for reinstatement to OIG-HHS in accordance with the provisions of 42 C.F.R. §§ 1001.3001 – 1001.3005. Respironics will not be reinstated unless and until OIG-HHS approves such request for reinstatement.

10. In the event of Default, the United States may also, at its sole option, rescind this Settlement Agreement (“Rescindment”) and bring any civil and/or administrative claim, action, or proceeding against Respironics for the Covered Conduct. Rescindment shall be automatically effective upon the United States’ bringing of such action. In the event of Rescindment, Respironics shall not plead, argue, or otherwise raise, and hereby waives and discharges, 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 one hundred twenty (120) calendar days of Default, except to the extent such defenses were available as of the date of execution of this Agreement. Respironics agrees that in the event of Rescindment it shall not plead, argue, or otherwise raise any defenses that any amounts paid to the United States pursuant to Paragraph 1 should be used to reduce the determination of single damages for purposes of calculating treble damages or penalties under the FCA. The option for Rescindment identified in this Paragraph is in addition to, and not in lieu of, other options identified in this Agreement or otherwise available. In the event of Rescindment, whatever rights Relator could have asserted in connection with the Civil Action prior to its dismissal will be restored to Relator in connection with whatever claim, action, or proceeding the United States chooses to pursue.

11. Relator and their heirs, successors, attorneys, agents, and assigns shall not object to this Agreement but agree and confirm that this Agreement is fair, adequate, and reasonable under all the circumstances, pursuant to 31 U.S.C. § 3730(c)(2)(B). Conditioned upon Relator’s receipt of the Relator’s Share, Relator and his heirs, successors, attorneys, agents, and assigns fully and finally release, waive, and forever discharge the United States, its agencies, officers, agents, employees, and servants, from any claims arising from the filing of the Civil Action or under 31 U.S.C. § 3730 with respect to the allegations against Respironics, and from any claims

to a share of the proceeds of this Agreement and/or the Civil Action with respect to the allegations against Respironics.

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

13. Respironics fully and finally releases the United States, its agencies, officers, agents, employees, and servants, from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that Respironics has asserted, could have asserted, or may assert in the future against the United States, its agencies, officers, agents, employees, and servants, related to the Covered Conduct or the United States' investigation or prosecution thereof.

14. Respironics, for itself and its heirs, successors, agents, and assigns, and those acting on their behalf or direction, fully and finally releases the Relator, together with Relator's past, present and future directors, officers, managers, members, employees, partners, principals, agents, insurers, shareholders, attorneys, accountants, independent contractors, auditors, advisors, consultants, predecessors, successors, parents, subsidiaries, divisions, assigns, joint ventures and joint venturers, related or affiliated entities, and all others acting on its or their behalf, and the successors or assigns of any of them, from any and all claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that Respironics has asserted, could have asserted, or may assert in the future against the Relator, related to the Civil Action and the Relator's investigation and prosecution thereof.

15. 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 or Medicaid contractor (e.g., Medicare Administrative Contractor, fiscal intermediary, carrier or any state payer), or Tricare, related to the Covered Conduct; and Respironics agrees not to resubmit to any Medicare or Medicaid contractor, any state payer, or TRICARE any previously denied claims related to the Covered Conduct, agrees not to appeal any such denials of claims, and agrees to withdraw any such pending appeals.

16. Respironics agrees to the following:

a. Unallowable Costs Defined: 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. §§ 1395-1395lll and 1396-1396w-5; and the regulations and official program directives promulgated thereunder) incurred by or on behalf of Respironics, its present or former officers, directors, employees, shareholders, and agents in connection with:

- (1) the matters covered by this Agreement;
- (2) the United States' audit(s) and civil investigation(s) of the matters covered by this Agreement;
- (3) Respironics's investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and civil investigation(s) in connection with the matters covered by this Agreement (including attorneys' fees);
- (4) the negotiation and performance of this Agreement;
- (5) the payment Respironics makes to the United States pursuant to this Agreement and any payments that Respironics may make to Relator, including 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 OIG-HHS

are unallowable costs for government contracting purposes and under the Medicare Program, Medicaid Program, TRICARE Program, and Federal Employees Health Benefits Program (FEHBP) (hereinafter referred to as Unallowable Costs). However, nothing in paragraph 16.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 Respironics.

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

c. Treatment of Unallowable Costs Previously Submitted for Payment: Respironics 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 Respironics 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. Respirationics agrees that the United States, at a minimum, shall be entitled to recoup from Respirationics 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 Respirationics or any of its subsidiaries or affiliates on the effect of inclusion of Unallowable Costs (as defined in this paragraph) on Respirationics or any of its subsidiaries or affiliates' cost reports, cost statements, or information reports.

d. Nothing in this Agreement shall constitute a waiver of the rights of the United States to audit, examine, or re-examine Respirationics's books and records to determine that no Unallowable Costs have been claimed in accordance with the provisions of this paragraph.

17. This Agreement is intended to be for the benefit of the Parties only. The Parties do not release any claims against any other person or entity, except to the extent provided for in Paragraph 18 (waiver for beneficiaries paragraph), below.

18. Respirationics agrees that it 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.

19. Upon receipt of the payment described in Paragraph 1, above, Relator and the United States shall promptly sign and file in the Civil Action a Joint Stipulation of Dismissal of Claims on behalf of the United States and Relator, dismissing all claims in the Civil Action on behalf of the United States and/or the Relator pursuant to Rule 41(a)(1).

20. Subject to Paragraph 3 of this Agreement, each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

21. Each party and signatory to this Agreement represents that it freely and voluntarily enters into this Agreement without any degree of duress or compulsion.

22. This Agreement is governed by the laws of the United States. The exclusive jurisdiction and venue for any dispute relating to this Agreement is the United States District Court for the District of South Carolina. For purposes of construing this Agreement, 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.

23. This Agreement constitutes the complete agreement between the Parties insofar as it involves the United States and its dealings with Relator and Respirationics. Insofar as this Agreement pertains exclusively to dealings between Relator and Respirationics (and not the United States), this Agreement constitutes the complete agreement between those two parties regarding the subjects addressed in Paragraphs 5 and 14. This Agreement may not be amended except by written consent of the Parties. As referenced in Paragraphs 3 and 5, Relator and Respirationics have entered into a separate agreement relating to Relator's retaliation claims under subsection 3730(h), as well as other matters.

24. The undersigned counsel represent and warrant that they are fully authorized to execute this Agreement on behalf of the persons and entities indicated below.

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

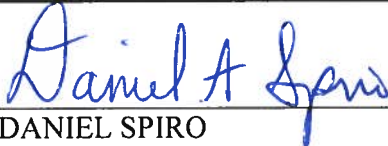
26. This Agreement is binding on Respirationics's successors, attorneys, agents, transferees, heirs, and assigns, and those acting on their behalf or direction.

27. This Agreement is binding on Relator's successors, attorneys, agents, transferees, heirs, and assigns, and those acting on their behalf or direction.

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

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

THE UNITED STATES OF AMERICA

DATED: 8/25/22 BY: 
DANIEL SPIRO
Senior Trial Counsel
Commercial Litigation Branch
Civil Division

DATED: _____ BY: _____
BETH C. WARREN
Assistant United States Attorney
District of South Carolina

DATED: _____ BY: _____
LISA M. RE
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

DATED: _____ BY: _____
SALVATORE M. MAIDA
General Counsel
Defense Health Agency
United States Department of Defense

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THE UNITED STATES OF AMERICA

DATED: _____

BY: _____
DANIEL SPIRO
Senior Trial Counsel
Commercial Litigation Branch
Civil Division

DATED: 8/25/2022

BY: Beth C. Warren
BETH C. WARREN
Assistant United States Attorney
District of South Carolina

DATED: _____

BY: _____
LISA M. RE
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

DATED: _____

BY: _____
SALVATORE M. MAIDA
General Counsel
Defense Health Agency
United States Department of Defense

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DATED: _____

BY: _____
DANIEL SPIRO
Senior Trial Counsel
Commercial Litigation Branch
Civil Division

DATED: _____

BY: _____
BETH C. WARREN
Assistant United States Attorney
District of South Carolina

DATED: 8/24/2022

BY: Lisa M. Re / RMP
LISA M. RE
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

DATED: _____

BY: _____
SALVATORE M. MAIDA
General Counsel
Defense Health Agency
United States Department of Defense

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THE UNITED STATES OF AMERICA

DATED: _____

BY: _____
DANIEL SPIRO
Senior Trial Counsel
Commercial Litigation Branch
Civil Division

DATED: _____

BY: _____
BETH C. WARREN
Assistant United States Attorney
District of South Carolina

DATED: _____

BY: _____
LISA M. RE
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

DATED: 08/24/2022

BY: _____
BLEY.PAUL.NICHOLAS.1099873821
LAS.1099873821
SALVATORE M. MAIDA
for General Counsel
Defense Health Agency
United States Department of Defense


Digitally signed by
BLEY.PAUL.NICHOLAS.1099873821
21
Date: 2022.08.24 11:09:08 -04'00'

PHILIPS RS NORTH AMERICA LLC - DEFENDANT


DATED: 8/22/2022

BY: 
DAVID FERGUSON
President and Chief Executive Officer

DATED: 8/22/2022

BY: 
STUART CASHMAN
Vice President and Treasurer

DATED: 8/16/22

BY: 
JOHN C. DODDS
Morgan, Lewis & Bockius LLP
Counsel for Philips RS North America LLC

RESPIRATORY CARE, LLC - RELATOR

DATED: _____

BY: _____
JEREMY ORLING

DATED: _____

BY: _____
ARUN SUBRAMANIAN
STEVEN SHEPARD
RUSSELL RENNIE
Susman Godfrey LLP
Counsel for Jeremy Orling d/b/a Respiratory Care, LLC

PHILIPS RS NORTH AMERICA LLC - DEFENDANT

DATED: _____

BY: _____
DAVID FERGUSON
President and Chief Executive Officer

DATED: _____

BY: _____
STUART CASHMAN
Vice President and Treasurer

DATED: _____

BY: _____
JOHN C. DODDS
Morgan, Lewis & Bockius LLP
Counsel for Philips RS North America LLC

RESPIRATORY CARE, LLC - RELATOR


DATED: 8-24-22

BY: _____


JEREMY ORLING

DATED: Aug. 24, 2022

BY: _____


STEVEN SHEPARD
Susman Godfrey LLP
Counsel for Relator