

## SETTLEMENT AGREEMENT

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 Department of Health and Human Services (“HHS”) and the Defense Health Agency (“DHS”) (collectively, the “United States”) and Defendants Floyd Calhoun Dent III (“Dent”), Christina Marie Dent, Hunter Garrett Dent, Hailey Shannon Dent, L.D. (a minor), Floyd Calhoun Dent Jr., Joanne Shannon Dent, Joseph Bradley, Sherry Bradley, the Dent Children Trust, AROC Enterprises, LLC, CAE Properties, LLC, Crosspoint Properties, LLC, Denko Properties, LLC, Helm-Station Investments, LLLP, HisWay of South Carolina, LLC, Lakelin Pines, LLC, Pilot House, LLC, Riverland Pines, LLC, and Trini-D-Island, LLC (collectively “the Dent Defendants”) and Relators Scarlett Lutz, Kayla Webster, Dr. Michael Mayes and Chris Reidel (collectively “the Relators”) (hereafter collectively referred to as “the Parties”), through their authorized representatives.

### RECITALS

As described below, the United States filed a complaint-in-intervention in United States ex rel. Scarlett Lutz v. BlueWave Healthcare Consultants, Inc., et al. (D.S.C. No. 9:14-cv-00230-RMG) (“FCA Litigation”) against Dent and others, and a complaint, that was amended twice, in United States v. AROC Enterprises, LLC, et al. (D.S.C. Case No. 9:19-cv-234 RMG) (“Fraudulent Transfer Litigation”) against the Dent Defendants alleging the following conduct, which is referred to as the Covered Conduct<sup>1</sup>:

A. The following persons and entities are referred to as the Dent Defendants:

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<sup>1</sup> The FCA Litigation and the Fraudulent Transfer Litigation are hereinafter collectively referred to as the “Civil Action.”

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- (1) Floyd Calhoun Dent, III ("Dent") was the 50% owner of BlueWave Healthcare Consultants, Inc. and a resident of Lexington, South Carolina.
- (2) Christina Marie Dent ("Mrs. Dent") is currently the wife of Dent and a resident of Lexington, South Carolina.
- (3) Hunter Garrett Dent ("Hunter Dent") is the adult son of Dent and a resident of Georgia.
- (4) Hailey Shannon Dent ("Hailey Dent") is the adult daughter of Dent and a resident of Georgia.
- (5) L.D. is the minor son of Mr. and Mrs. Dent and resident of South Carolina.
- (6) Floyd Calhoun Dent, Jr. is the father of Dent and a resident of South Carolina. He is also a Trustee of the Dent Children Trust.
- (7) Joanne Shannon Dent is the mother of Dent and a resident of South Carolina. She is also a Trustee of the Dent Children Trust.
- (8) Joseph Bradley is the father of Mrs. Dent and a resident of South Carolina.
- (9) Sherry Bradley is the step-mother of Mrs. Dent and a resident of South Carolina.
- (10) The Dent Children Trust ("the Trust") is a South Carolina trust created by Dent on August 19, 2013, for the benefit of Dent's children, Hunter Dent, Hailey Dent, and L.D. Its current trustees are Floyd Calhoun Dent Jr. and Joanne Dent.
- (11) AROC Enterprises, LLC ("AROC") is a South Carolina limited liability corporation, organized by Dent in 2010, with its principal place of business located at 530

Lady Street, Suite 202, Columbia, South Carolina 29201. Dent is an organizer and agent for AROC.

(12) CAE Properties, LLC ("CAE") is a South Carolina limited liability corporation, organized by Floyd Calhoun Dent, Jr. On April 26, 2009, CAE was transferred to Dent, in return for \$25,500. By at least 2011, CAE had its principal place of business located at 530 Lady Street, Suite 202, Columbia, South Carolina 29201. On or about February 5, 2014, Dent transferred CAE and all of its assets to Helm-Station Investments, LLLP ("Helm-Station"), a Nevada entity, of which Dent is the majority owner and general partner.

(13) Crosspoint Properties, LLC ("Crosspoint") is a South Carolina limited liability corporation, organized by Dent on March 11, 2013, with its principal place of business located at 530 Lady Street, Suite 202, Columbia, South Carolina 29201. Dent is the manager of Crosspoint. On or about February 5, 2014, Dent transferred Crosspoint and all of its assets to Helm-Station.

(14) Denko Properties, LLC ("Denko") is a South Carolina limited liability corporation, organized by Dent and Jeffrey Koblitz in April 2007. Dent purchased Koblitz's interest in Denko on May 27, 2011 for \$5,500. On or about February 5, 2014, Dent transferred Denko and all of its assets to Helm-Station.

(15) Helm-Station Investments, LLLP ("Helm-Station") is a Nevada limited partnership, of which Dent is the General Partner, and is owned by Dent (95%) and the Trust (5%). Its principal place of business was located at 530 Lady Street, Suite 202, Columbia, South Carolina 29201. Since February 5, 2014, Helm-Station has owned CAE, Crosspoint, and Denko.

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(16) HisWay of South Carolina, LLC ("HisWay") is a South Carolina limited liability corporation, organized in 2010 by Dent. By at least 2011, HisWay's principal place of business was located at 530 Lady Street, Suite 202, Columbia, South Carolina 29201.

(17) Lakelin Pines, LLC ("Lakelin Pines") is a South Carolina limited liability corporation, organized by Mrs. Dent in January 2014. Mrs. Dent is the manager of Lakelin Pines, but Dent controlled and operated it at all times relevant herein. Lakelin Pine's principal place of business was located at 530 Lady Street, Suite 202, Columbia, South Carolina 29201.

(18) Pilot House, LLC ("Pilot House") is a limited liability corporation organized in the Caribbean nation of Nevis. Dent controls Pilot House and has testified that it has no assets.

(19) Riverland Pines, LLC ("Riverland Pines") is a South Carolina limited liability corporation, organized by Mrs. Dent in January 2014. Mrs. Dent is the manager of Riverland Pines, but Dent controlled and operated it at all times relevant herein. Riverland Pine's principal place of business was located at 530 Lady Street, Suite 202, Columbia, South Carolina 29201.

(20) Trini- D-Island, LLC ("Trini-D-Island") is a South Carolina limited liability corporation organized in February 2014. Mrs. Dent is the manager of Trini-D-Island. Trini-D-Island owns Parcel J, an island in Lake Murray, South Carolina, near 631 Panorama Point.

(21) AROC, CAE, Crosspoint, Denko, Helm-Station, HisWay, Trini-D-Island, Lakelin Pines, Pilot House, and Riverland Pines are collectively referred to herein as the "Dent Corporations."

**The Healthcare Fraud Litigation, Verdict and Appeal**

B. Starting on June 30, 2011, Relators Scarlett Lutz, Kayla Webster, Dr. Michael Mayes, and Chris Reidel filed three separate complaints under the False Claims Act ("FCA") against BlueWave Healthcare Consultants ("BlueWave"), Robert Bradford Johnson ("Johnson"), Dent, and others alleging health care fraud by Dent and the others, including the payment of kickbacks. Dent and Johnson were the owners of BlueWave.

C. The HHS Office of Inspector General ("HHS OIG") issued a subpoena to BlueWave on January 25, 2013, in connection with allegations of health care fraud by BlueWave, Dent and others. Dent was aware of the service of the HHS OIG subpoena and/or the HHS OIG investigation of BlueWave no later than January 25, 2013.

D. Following an investigation, on August 7, 2015, the United States intervened in part in the complaints against *inter alia* Dent and filed its complaint-in-intervention in a consolidated action styled *The United States of America and the States of North Carolina, California, Colorado, Delaware, Florida, Georgia, Illinois, Indiana, Iowa, Louisiana, Michigan, Minnesota, New Jersey, New York, Tennessee, Texas, Virginia and Wisconsin, ex rel. Scarlett Lutz, Kayla Webster, Dr. Michael Mayes and Chris Reidel v. Berkeley Heartlab, Inc., BlueWave Healthcare Consultants, Inc., Latonya Mallory, Floyd Calhoun Dent III, and Robert Bradford Johnson*, D.S.C. No. 9:14-cv-00230-RMG ("FCA Litigation"). The consolidated cases were Case Nos. 9:11-cv-1593-RMG, 9:14-cv-00230-RMG, and 9:15-cv-2485-RMG (D.S.C.).

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E. As alleged in the FCA Litigation: (1) Dent, Johnson, BlueWave, and Latonya Mallory ("Mallory"), the former CEO of specialty laboratory Healthcare Diagnostic Laboratories, Inc. ("HDL"), knowingly and willfully offered and/or paid money, in the form of "process and handling" or "P&H" fees, to induce physicians to order blood testing services, including medically unnecessary testing services, from HDL; (2) Dent, Johnson, and BlueWave knowingly and willfully offered and/or paid money, in the form of "process and handling" or "P&H" fees, to induce physicians to order blood testing services, including medically unnecessary testing services, from specialty Singulex, Inc. ("Singulex"); (3) Dent – together with Johnson and Mallory, and through BlueWave – knowingly and willfully violated the Anti-Kickback Statute ("AKS"), 42 U.S.C. § 1320(a)-7b(b)(1)(A), through the process and handling fee payments and commission-based sales agreements; (4) Dent – together with Johnson and Mallory, and through BlueWave – knowingly caused the submission of claims for medically unnecessary testing services to Medicare and TRICARE; (5) Dent – as well as Johnson, BlueWave, and Mallory – knew and understood that the specialty laboratories submitted claims for payment for these tests to the federal Medicare and TRICARE programs; (6) Dent – as well as Johnson, BlueWave, and Mallory – knowingly caused the submission of false and fraudulent claims to Medicare and TRICARE, in violation of the FCA; (7) the United States paid in excess of \$176 million to HDL and Singulex based on this fraudulent scheme; and (8) Dent individually profited by over \$50 million for his role in the scheme.

F. On January 31, 2018, after a two-week trial, a jury returned a unanimous verdict, finding that, *inter alia*, Dent violated the AKS and the FCA. Specifically, the jury found Dent jointly and severally responsible for 35,074 false claims for services provided by HDL, for which Medicare and TRICARE paid \$16,601,591. Further, the jury found Dent jointly and severally

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responsible for 3,813 false claims for services provided by Singulex, for which Medicare and TRICARE paid \$467,935.

G. The District of South Carolina Court issued a final judgment on May 23, 2018, finding Dent jointly and severally liable to the United States for a total of \$114,148,661.86 in damages and penalties.

H. As alleged in the FCA Litigation, as demonstrated at trial, as reflected in the jury's verdict and the rulings issued by the Court in the FCA Litigation, and affirmed on appeal, Dent acted knowingly and willfully to induce referrals of blood testing services, including medically unnecessary blood testing services, to HDL and Singulex. Moreover, Dent knew that HDL and Singulex were submitting claims for payment to Medicare and TRICARE for these blood testing services. In addition, Dent knew, acted in reckless disregard of the truth, or acted with deliberate ignorance that those claims were false in that they falsely represented and certified to Medicare and TRICARE that the services provided were medically necessary and ordered in compliance with the AKS. Medicare and TRICARE justifiably and detrimentally relied on those false representations and certifications in paying the HDL and Singulex claims and suffered significant damages as a result of this conduct.

I. On February 22, 2021, the United States Court of Appeal for the Fourth Circuit affirmed the judgment against Dent. *United States v. Mallory*, 988 F.3d 730 (4th Cir. 2021). On April 8, 2021, Dent sought rehearing and rehearing *en banc*, which was denied by the Fourth Circuit on April 21, 2021. Dent filed a petition for *certiorari* with the United States Supreme Court which was denied on November 15, 2021.

#### **The Fraudulent Transfers Involving the Dent Defendants**

J. Mr. Dent is the owner, manager and/or organizer of AROC, CAE, Crosspoint, Denko, and HisWay, as well as the general partner of Helm-Station. Mrs. Dent was identified as the manager and/or organizer of Lakelin Pines, Riverland Pines, and Trini-D-Island. Mr. Dent testified that he managed AROC, CAE, Crosspoint, Denko, Helm-Station, HisWay, Lakelin Pines and Riverland Pines. At all times relevant, Dent controlled all of the Dent Corporations, regardless of the nominal ownership.

K. Following the issuance of an HHS-OIG subpoena to BlueWave on January 25, 2013, Dent acted to divest and conceal his interest in personal and/or real properties by transferring assets, including cash, gold and silver coins, and real property to his family, friends and employees and to his family's corporate entities. Dent did not receive reasonably equivalent value from these transferees for the assets he transferred to them. Because the continuing submission of false claims to the Government, each of which resulted in him owing the Government three times the amount of the claim plus a penalty, Dent was rendered insolvent from the time of the submission of the first false claims in or about 2010. Because of his ever-increasing insolvency, Dent was unable to pay his bills as they came due, particularly his growing debt to the United States arising from the false claims. From 2010 to at least 2014, Dent's primary source of income was directly from BlueWave or payments from BlueWave that passed thru HisWay.

L. Among the individuals who received transfers from Dent are: (a) Mrs. Dent; (b) Alex Hart Raley Jr., a close friend of Dent; (c) Floyd Calhoun Dent, Jr. and Joanne Dent, Dent's parents; (d) Joseph and Sherry Bradley, Dent's in-laws; (e) Denise Dent Bruner, his sister; (f) Dennis Davis, a long-time employee of one of the Dent Defendants' corporations; and (g) Carl Estridge, a long-time employee of the Dents' corporations, and his wife, Shannon Foster

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Estridge. Dent did not receive reasonably equivalent value in return for the transferred assets from any of these individuals.

M. The corporations and entities that received fraudulent transfers from Dent are: (a) AROC; (b) CAE; (c) Crosspoint; (d) Denko; (e) Helm-Station; (f) HisWay; (g) Lakelin Pines; (h) Pilot House; (i) Riverland Pines; (j) Trini-D-Island; and (k) Dent Children Trust. Dent did not receive reasonably equivalent value in return for the transferred assets from any of these corporations and entities.

N. On January 25, 2019, the United States filed a complaint under the Federal Debt Collection Procedures Act and the Declaratory Relief Act entitled *United States v. AROC Enterprises, LLC, et al.* (D.S.C. Case No. 9:19-cv-234 RMG) against AROC; CAE; Crosspoint; Denko; Helm-Station; HisWay; Lakelin Pines; Pilot House; Riverland Pines; Trini-D-Island; Dent Children Trust; Mrs. Dent; Hailey Dent; Hunter Dent; L.D.; Alex Hart Raley, Jr.; Jeffrey Koblitz; Floyd Calhoun Dent, Jr.; Joanne Dent; Joseph Bradley; Sherry Bradley; Denise Dent Bruner; Dennis Davis; Carl Estridge; Shannon Foster Estridge; and Dent ("Fraudulent Transfer Litigation"), which was amended twice. As alleged in the United States' Second Amended Complaint in the Fraudulent Transfer Litigation and as developed since the filing of that action, the fraudulent transfers by and to the Dent Defendants, include but are not limited to the following significant transactions made after January 25, 2013, the date of service of the HHS-OIG subpoena on BlueWave:

(1) **February 6, 2013 Gift to Alex Hart Raley, Jr. (\$2.5 million):** On or about February 6, 2013, less than two weeks after the service of the HHS-OIG subpoena, Dent deposited BlueWave Check No. 2084 in the amount of \$2,500,000 into his checking account. On February 12, 2013, Dent wire transferred \$2,500,000 to his best friend, Alex

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Hart Raley, Jr. Dent characterized this transfer as a "gift" to Raley based on a childhood promise. In April 2022, the United States settled with Raley.

(2) **March 4, 2013 Colorado Gold Purchase (\$2 million):** On February 21, 2012, Dent deposited BlueWave Check No. 1071 in the amount of \$2,200,025.15 into CAE's account at First Community Bank, Account Number Last Four 5008. Dent withdrew this amount along with other funds when he closed that account on March 19, 2012. Dent deposited \$2,389,098.17, into CAE's account at Bank of America Account Number Last Four 1161 on March 21, 2012. On or about January 28, 2013, three days after the receipt of the HHS OIG subpoena, Dent deposited BlueWave Check No. 2073 payable to himself in the amount of \$1,850,000 into CAE's same bank account. On or about March 4, 2013, CAE transferred \$2,021,794.00 to Colorado Gold to purchase precious metals, three quarters of which were distributed to related entities and individuals, specifically Denko and the Dent Children Trust which each received 300 gold coins worth approximately \$474,000, and Mr. and Mrs. Dent who each received 100 gold coins worth \$158,000. CAE received 300 gold coins worth \$474,000.

(3) **March 15, 2013 Shivers Road Purchase (\$1.1 million):** As discussed above, CAE's bank account already contained \$2.3 million from BlueWave Check No 1071. On January 24, 2013, Dent transferred \$1,155,025 from CAE's account to a real estate law firm. These funds were used in March 2013 to purchase real property located at 1601 Shivers Road, Columbia SC, which Dent placed in the name of Crosspoint.

(4) **May 1, 2013 West Circle Drive Purchase (\$1.6 million):** On or about May 1, 2013, Dent transferred funds from his personal bank account to purchased 151 West Circle Drive, Lexington, SC for \$1,595,000, using funds from BlueWave. On

February 20, 2014. Dent transferred 151 West Circle Drive to Christina Dent for \$5.00. The same day, Christina Dent transferred 151 West Circle Drive to Lakelin Pines for \$5.00, subject to a life estate in the property held by Floyd Calhoun Dent Jr. and Joanne Dent, Dent's parents, for which they paid \$5.00.

(5) **July 19, 2013 Transfers of Lee Street, Mimosa Road and Sunnyside Drive (\$5 each):** On July 19, 2013, Dent transferred real property located at 2231 Lee Street, Columbia, SC (worth \$147,500) to CAE for \$5.00. On that same date, Dent also transferred real property located at 4217 Mimosa Road, Columbia, SC (worth \$183,500) and 1337 Sunnyside Drive, Columbia, SC (worth \$245,400) to CAE for \$5.00 each. Dent had owned these properties in his own name, or in the case of Lee Street, in his and his father's names, since 2004.

(6) **August 16, 2013 Transfer of 425 and 437 Dent Drive (\$5.00 each):** On or about August 16, 2013, Dent purchased property known as 2 Panorama Point for \$2,755,000. The source of the funds was Bluewave Check No. 1984 (from November 2012), which was deposited in Mr. and Mrs. Dent's joint account, Wells Fargo Account Number Last Four 8393. Ultimately, 2 Panorama Point was divided into two parcels, 425 Dent Drive and 437 Dent Drive, which on August 21, 2013, Dent transferred to Christina Dent for \$5.00 each. In or about February 2014, Christina Dent transferred 425 Dent Drive and 437 Dent Drive to Lakelin Pines for \$5.00 each. The 437 Dent Drive property is subject to a life estate in the property held by Joseph Bradley and Sherry Bradley, Christina Dent's father and stepmother, for which they paid \$5.00.

(7) **Post-February 5, 2014 Transfer of CAE, Crosspoint and Denko's Assets (\$3.2 Million):** On or about February 5, 2014, Dent transferred all of the assets

of CAE, Crosspoint and Denko, including real property, gold and cash, to Helm-Station, a Nevada limited liability partnership which he created on February 5, 2014. Helm-Station is nominally owned by Dent (95%) and the Trust (5%). Its only assets came from CAE, Crosspoint and Denko and were valued at \$3,793,307 in tax filings, which included the gold given to Helm-Station by Crosspoint on or about February 20, 2014, as discussed below.

(8) **February 18, 2014 Gold Purchases (\$2 Million):** On June 3, 2013, Dent deposited BlueWave Check No. 2230 in the amount of \$3,200,000 into Crosspoint Account Number Last Four 5879. These funds remained in Crosspoint's account until February 18, 2014 when Dent wired \$2,002,722 to Colorado Gold. Crosspoint purchased 1,462 gold coins, of which it retained 400 coins and distributed the remainder to Mr. and Mrs. Dent, the Trust and Helm-Station.

(9) **February 26, 2014 Transfer of 631 Panorama Point (\$2 million):** In September 2012, Dent purchased 631 Panorama Point, Lexington, South Carolina, for \$416,000. On or about February 26, 2014, Dent transferred this property to Christina Dent for \$5.00. From 2013-2014, Dent paid over \$1.6 million from his BlueWave income to construct a residence on this land.

(10) **May 8, 2014 Strike Eagle Ranch Road Purchase (\$1.8 Million):** On May 21, 2012, Dent deposited BlueWave Check No. 1799 in the amount of \$3,300,000 into Denko's bank account. At the time of that deposit, there was approximately \$160,000 in Denko's account. The \$3.3 million remained in Denko's bank account for nearly two years, until April 30, 2014, when Denko transferred \$2,012,077, which was

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used to purchase 386 and 391 Strike Eagle Ranch Road, Carlisle, SC. Dent placed this property in the name of Riverland Pines.

(11) **May 27, 2014 Purchase of 165 N. Main Street (\$1.7 Million):** On or about May 27, 2014, CAE Properties transferred \$867,500 to Denko. Ultimately, that \$867,500 was combined with other Denko funds a total of \$1,735,000 was withdrawn by Dent to purchase real property located at 165 North Main Street, Gaston, SC. Dent placed this property in the name of Crosspoint.

(12) **July 14, 2014 Transfer of Blossom Street (\$5.00):** On July 14, 2014, Dent transferred real property located at 3318 Blossom Street, Columbia, SC to CAE for \$5.00. Dent had held this property in his name since April 2002 and, until July 2014, it was his family's primary residence. At the time of the transfer, the Blossom Street property was estimated to be worth over \$155,000.

(13) **November 12, 2014 Transfer to the Trust (\$2 Million):** On December 23, 2013, Dent opened a bank account for the Dent Children Trust. Dent made an initial deposit of \$84,000 in December 2013 and a second deposit of \$84,000 in October 2014. Two weeks after that, on November 12, 2014, Mrs. Dent deposited \$2 million into the Trust's account. The \$2 million was a portion of BlueWave Check No. 2735 in the amount of \$5 million check which was payable to Dent which Dent transferred to Mrs. Dent on October 23, 2014.

(14) **June 20, 2015 Purchase of 253 Columbia Avenue (\$984,000):** Dent transferred \$1,800,000 from Riverland Pines to the Lakelin Pines account on or about June 4, 2015. The same day, Dent transferred \$997,000 from Lakelin Pines' account to a real estate law firm. Dent used the funds to purchase real property located at 253

Columbia Avenue, in Batesburg-Leesville, SC on June 30, 2015 for \$984,000. Dent placed that property in Riverland Pines' name.

(15) From 2013 to 2014, Dent transferred approximately \$3.8 million from funds traceable to BlueWave into bank accounts solely in Mrs. Dent's name.

(16) From 2013 to 2014, Dent deposited \$6 million from BlueWave into bank accounts he held jointly with Mrs. Dent.

(17) From 2011 to 2014, Dent transferred at least 550 in gold coins and 850 in silver coins purchased with BlueWave funds to Mrs. Dent.

### **The Collection Efforts**

O. On February 10, 2016, nearly two years before the trial, the United States District Court for the District of South Carolina issued an order authorizing pretrial writs of attachment on, *inter alia*, twelve parcels of real property which were or had been owned and/or controlled by Dent or by his nominees, including but not limited to Mrs. Dent, CAE, Lakelin Pines, AROC, and Trini-D-Island on the grounds that those transfers were fraudulent transfers. Dkt Nos. 178 & 310. The twelve parcels of real property were: (1) 151 W Circle Drive, Lexington, South Carolina 29072; (2) 3318 Blossom St., Columbia, South Carolina 29201; (3) 425 Dent Drive, Lexington, South Carolina 29072; (4) 437 Dent Drive, Lexington, South Carolina 29072; (5) 530 Lady Street, Suite 202, Columbia, South Carolina 29201; (6) 615 Panorama Point, Lexington, South Carolina 29072; (7) 619 Panorama Point, Lexington, South Carolina 29072; (8) 623 Panorama Point, Lexington, South Carolina 29072; (9) 627 Panorama Point, Lexington, South Carolina 29072; (10) 631 Panorama Point, Lexington, South Carolina 29072; (11) 640 Panorama Point, Lexington, South Carolina 29072; and (12) Trini-D-Island, Parcel J Island, Lexington, South Carolina 29072.

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P. On June 8, 2018, Johnson and certain of his corporations filed for bankruptcy in the United States Bankruptcy Court for the Northern District of Alabama. *In re Blue Eagle Farming, LLC*, No. 18-2395 (Bankr. N.D. Ala.); *United States v. Johnson*, No. 18-0242 (Bankr. N.D. Ala.). In April, 2020, the United States settled with the Johnson Estate.

Q. In October 2018, the United States filed applications for writs of execution on bank accounts, gold and silver coins, and other assets in which Dent had a substantial non-exempt interest. After motions practice and a mediation session on March 11, 2019, the Court ordered that all of the bank accounts in the names of Mr. and Mrs. Dent, the Dent Corporations, Trust, and three accounts in the names of Hunter Dent, Hailey Dent and L.D. and all gold and silver coins in the names of Mr. and Mrs. Dent, certain of the Dent Corporations, and the Trusts be paid into the Court Registry as a partial supersedeas bond, and precluding the transfer of all real property, vehicles and boats in the names of the Mr. and Mrs. Dent and the Dent Corporations.

R. Among the bank accounts paid into the Court Registry were three Uniform Gifts to Minor ("UGMA") accounts in the names of Hunter Dent, Hailey Dent and L.D. In August 2019, the Court found that Dent had a substantial non-exempt interest in the UGMA accounts in the names of Hunter and Hailey Dent. The Court also granted the United States' alternative motion to appoint a successor custodian who was not affiliated with the Dent family for L.D.'s account. The Fourth Circuit dismissed Hunter Dent, Hailey Dent and L.D.'s appeal on the grounds that the order was not a final, appealable order. In October 2021, the Court held a day-long evidentiary hearing on these accounts and made findings of fact that Dent had a substantial non-exempt interest in Hunter and Hailey Dent's accounts and affirming the appointment of a

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successor custodian for L.D.'s account. Hunter and Hailey Dent and L.D. again appealed but in April 2022 dismissed their appeal.

S. Since the entry of the judgment, the United States has recovered \$16,159,614 from the Johnson Estate and \$6,255,335. from the liquidation of assets owned by the Dent Defendants, and settlements with Alex Hart Raley, Jr., Carl Estridge, Shannon Foster Estridge, and other Dent transferees, leaving a total unpaid judgment of \$91,733,711 plus post-judgment interest due as of the date of this Agreement.

T. This Agreement is neither an admission of liability by the Dent Defendants nor a concession by the United States or the Relators that their claims are not well founded.

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 Agreement, the Parties agree and covenant as follows:

#### TERMS AND CONDITIONS

1. This Settlement is premised upon the surrender of all assets of Dent, Mrs. Dent, the Dent Children Trust, AROC, CAE, Crosspoint, Denko, Helm-Station, HisWay, Lakelin Pines, Pilot House, Riverland Pines, and Trini-D-Island, including but not limited to those assets held in the Court Registry of the United States District Court for the District of South Carolina and all funds held by AROC, CAE, Crosspoint, Denko, Helms-Station, HisWay, Lakelin Pines, and Riverland Pines at South State Bank in Account Nos. Last Four x9696, x0172, x0217, x9654, x9615, x6055, x6124, and x0265 (less \$374,000 to be paid directly to the Dents' counsel for legal work on behalf of the Dent Corporations pursuant to Paragraph 3 below), and the surrender of the following specified assets by Hunter Dent, Hailey Dent, L.D. (a minor), Floyd Calhoun Dent Jr., Joanne Shannon Dent, Joseph Bradley, and Sherry Bradley:

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a. Hunter Dent shall surrender all rights or claims to the approximately \$18,721.17, plus any accrued interest, previously held in his name in a UGMA account at Wells Fargo, Account No. Last Four 6043, later transferred to the Court Registry and executed upon by the Liquidating Trustee in *In re Health Diagnostic Laboratory, Inc.* (E.D. Va. Bankr. No. 15-32919-KRH) ("HDL Trustee") and any rights or claims to any assets held by the Dent Children Trust, including, but not limited to, the approximately \$2.2 million previously held at Southern First in Account No. Last Four 2829, now held in the Court Registry, and 600 gold coins valued at approximately \$1,066,800 held in the name of the Trust;

b. Hailey Dent shall surrender all rights or claims to the approximately \$246,202.14, plus any accrued interest, previously held in her name in a UGMA account at Wells Fargo, Account No. Last Four 6388, later transferred to the Court Registry and executed upon by the HDL Trustee, and any rights or claims to any assets held by the Dent Children Trust, including, but not limited to, the approximately \$2.2 million previously held at Southern First in Account No. Last Four 2829, now held in the Court Registry, and 600 gold coins valued at approximately \$1,066,800 held in the name of the Trust;

c. L.D. shall surrender all rights or claims to the approximately \$252,586.87, plus any accrued interest, previously held in his name in a UGMA account at Wells Fargo, Account No. Last Four 6030, later transferred to the Court Registry, then to Colonial Trust and executed on by the HDL Trustee, and any rights or claims to any assets held by the Dent Children Trust, including but not limited to the approximately \$2.2 million previously held at Southern First in Account No. Last Four 2829, now held

in the Court Registry, and 600 gold coins valued at approximately \$1,066,800 held in the name of the Trust;

d. Floyd Calhoun Dent Jr. shall surrender all rights or claims, including any rights or claims to a life estate, in the real property located at 151 W. Circle Drive, Lexington, South Carolina 29072 and, as a Trustee of the Dent Children Trust, to any rights or claims to any assets held by the Dent Children Trust, including but not limited to the approximately \$2.2 million previously held at Southern First in Account # Last Four 2829, now held in the Court Registry, and 600 gold coins valued at approximately \$1,066,800 held in the name of the Trust;

e. Joanne Dent shall surrender all rights or claims, including any rights or claims to a life estate, in the real property located at 151 W. Circle Drive, Lexington, South Carolina 29072 and, as a Trustee of the Dent Children Trust, to any rights or claims to any assets held by the Dent Children Trust, including but not limited to the approximately \$2.2 million previously held at Southern First in Account # Last Four 2829, now held in the Court Registry, and 600 gold coins valued at approximately \$1,066,800 held in the name of the Trust;

f. Joseph Bradley shall surrender all rights or claims, including any rights or claims to a life estate, in the real property located at in 437 Dent Drive, Lexington, South Carolina 29072; and

g. Sherry Bradley shall surrender all rights or claims, including any rights or claims to a life estate, in the real property located at in 437 Dent Drive, Lexington, South Carolina 29072.

*J. Dent*  
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All assets of Dent, Mrs. Dent, the Dent Corporations, the Trust, and the assets specified in Paragraph 1(a)-(g), are collectively referred to as the Surrendered Assets. The Surrendered Assets constitute the Settlement Amount. The Surrendered Assets shall be tendered to the HDL Trustee. The Dent Defendants' transfer to the HDL Trustee is made pursuant to the separate settlement agreement between the Dent Defendants and the HDL Trustee to which the United States is not a party, and its terms are not incorporated into this agreement. Pursuant to the Intercreditor Agreement between the United States and the HDL Trustee, the HDL Trustee will transfer one half of the proceeds of the liquidation of the Surrendered Assets to the United States. None of the proceeds of liquidation of the Surrendered Assets received by the United States is restitution.

2. Following the receipt of the Surrendered Assets by the HDL Trustee, Floyd Calhoun Dent III shall receive a payment of \$2,288,000 from the HDL Trustee (hereinafter "Retained Funds"), less the value of Mr. Dent's retirement account (\$400,000) and less the value of the assets redeemed from the HDL Trustee by the Dents (\$498,571), for a total payment of \$1,389,429 to Mr. Dent. The United States will assert no civil claims for the Covered Conduct against these funds. Pursuant to the separate agreement between the HDL Trustee and Floyd Calhoun Dent III and Christina Dent Dent (collectively "Mr. and Mrs. Dent"), the United States will not object to the Dents use of Retained Funds to purchase any of the Surrendered Assets.

3. Following the receipt of the Surrendered Assets by the HDL Trustee, the United States will not object to the payment by the HDL Trustee of no more than \$374,000 in legal fees from the collective balances of eight bank accounts maintained by AROC, CAE, Crosspoint, Denko, Helm-Station, HisWay, Lakelin Pines and Riverland Pines at South State Bank in Account Nos. Last Four x9696, x0172, x0217, x9654, x9615, x6055, x6124, and x0265

*J. Dent*  
1/1/90

(collectively the "South State Bank Accounts") directly to counsel for these eight Dent corporations for legal work performed for these corporations, and not to any of the Dent Defendants. In the event those accounts do not contain sufficient funds to pay the \$374,000 in legal fees, United States shall not object to the payment of the balances of the South State Bank Accounts directly to counsel for these eight Dent corporations, not to exceed \$374,000. The United States does not agree to the payment of any legal fees of the Dents from any of the other the Surrendered Assets or from the HDL Bankruptcy Estate.

4. Conditioned upon the United States receiving its share of the proceeds of the transfer of the Surrendered Assets to the HDL Trustee, the United States agrees that it shall pay to Relators by electronic funds transfer 20 percent of each such payment received from the HDL Trustee under the Settlement Agreement (the "Relators' Share") as soon as feasible after receipt of the payment.

5. Subject to the exceptions in **Paragraph 12** (concerning reserved claims) below and subject to **Paragraph 14** (concerning disclosure of assets), **Paragraph 15** (concerning default), and **Paragraph 16** (concerning bankruptcy) below, and upon the HDL Trustee's confirmation of receipt of the Surrendered Assets, the United States releases the Dent Defendants 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 Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; the Federal Debt Collection Procedures Action, 28 U.S.C. §§ 3301, *et seq.*; and the Declaratory Relief Act, 28 U.S.C. § 2201, or the common law theories of payment by mistake, unjust enrichment, and fraud. Upon confirmation of the receipt of the Surrendered Assets by the HDL Trustee, and the final approval of the HDL-Dent settlement by the HDL bankruptcy court, the United States, Relators and Floyd Calhoun Dent III shall promptly sign and

file in the FCA Litigation a Joint Stipulation of Dismissal of the FCA Litigation as to Floyd Calhoun Dent III, and the United States and the Dent Defendants shall promptly sign and file in the Fraudulent Transfer Litigation a Joint Stipulation of Dismissal as to the Dent Defendants pursuant to Rule 41(a)(1).

6. Subject to the exceptions in **Paragraph 12** (concerning reserved claims) below and subject to **Paragraph 14** (concerning disclosure of assets), **Paragraph 15** (concerning default), and **Paragraph 16** (concerning bankruptcy) below, and upon the United States' receipt of its portion of the Settlement Amount from the HDL Trustee, Relators, for themselves and for their heirs, successors, attorneys, agents, and assigns, release Floyd Calhoun Dent III from any civil monetary claim the Relators have on behalf of the United States for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733; for any claims the Relators have against Floyd Calhoun Dent III relating to the Civil Action; and for any claims the Relators have against Floyd Calhoun Dent III for attorneys' fees, expenses and costs pursuant to 31 U.S.C. § 3730(d).

7. The Dent Defendants fully and finally release 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 the Dent Defendants have 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 and the United States' investigation and prosecution thereof.

8. Relators and their heirs, successors, attorneys, agents, and assigns shall not object to this Agreement and 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 Relators' receipt of the Relator's Share, Relators and their heirs, successors, attorneys, agents, and assigns

*J. Dent*  
2/14/12

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, and from any claims to a share of the proceeds of this Agreement and/or the Civil Action.

9. Dent releases the Relators, from any liability to Dent arising from the filing of the Civil Action, or under 31 U.S.C. § 3730(d) for expenses or attorneys' fees and costs.

10. The liability of Floyd Calhoun Dent III in the FCA Litigation and all Dent Defendants in the FDCPA Litigation to the United States is being resolved by this Settlement Agreement. This is the same liability that the HDL Trustee has sued the Dent Defendants to recover in the HDL bankruptcy case, which is being settled in the separate settlement agreement between the Dent Defendants and the HDL Trustee referenced in Paragraph 1 above.

Accordingly, notwithstanding anything in this Agreement to the contrary, in no event shall the United States be entitled to recover from the Dent Defendants based on such liability to the extent the Dent Defendants have already tendered the Surrendered Assets to the HDL Trustee.

11. In the event that the Settlement Agreement between the Dent Defendants and the HDL Trustee is breached, or is otherwise determined to be void, this settlement shall be deemed null and void and the parties shall proceed in accordance with Paragraph 15.

12. Notwithstanding the releases given in Paragraphs 5 and 6 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;

*Y. Lee*  
2/2/90

- c. Except as explicitly stated in this Agreement, any administrative liability or enforcement right, or any administrative remedy, including the suspension and debarment rights of any federal agency;
- 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 other than Floyd Calhoun Dent III, Christina Marie Dent, Hunter Garrett Dent, Hailey Shannon Dent, L.D. (a minor), Floyd Calhoun Dent Jr., Joanne Shannon Dent, Joseph Bradley, Sherry Bradley and specifically does not release Dennis Davis or Denise Bruner; and
- i. Any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct.

13. The Dent Defendants waive and shall not assert any defenses they 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.

14. Mr. and Mrs. Dent have provided sworn financial disclosures and supporting documents (the "Financial Disclosures"), disclosing their assets and the assets of the Dent corporations to the United States, and the United States has relied on the accuracy and completeness of those Financial Disclosures in reaching this Agreement. Mr. and Mrs. Dent

*YLS*  
*2/1/40*

warrant that the Financial Disclosures are complete, accurate, and current as of the Effective Date of this Agreement. If the United States learns of asset(s) in which Mr. and Mrs. Dent had an interest of any kind as of the Effective Date of this Agreement (including, but not limited to, promises by insurers or other third parties to satisfy Mr. and Mrs. Dent's obligations under this Agreement) that were not disclosed in the Financial Disclosures, or if the United States learns of any false statement or misrepresentation by Mr. and Mrs. Dent on, or in connection with, the Financial Disclosures, and if such nondisclosure, false statement, or misrepresentation changes the estimated net worth set forth in the Financial Disclosures by \$40,000 or more, the United States may, at its option: (a) rescind this Agreement and reinstate its suit or file suit based on the Covered Conduct, or (b) collect the full Settlement Amount in accordance with the Agreement, plus one hundred percent (100%) of the net value of Mr. and Mrs. Dent's previously undisclosed assets. Mr. and Mrs. Dent agree not to contest any collection action undertaken by the United States pursuant to this provision, and agree that they will immediately pay the United States the greater of (i) a ten-percent (10%) surcharge of the amount collected in any such collection action, as allowed by 28 U.S.C. § 3011(a), or (ii) the United States' reasonable attorneys' fees and expenses incurred in such an action. In the event that the United States, pursuant to this paragraph rescinds this Agreement, Mr. and Mrs. Dent waive and agree 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 Mr. and Mrs. Dent that this Agreement has been rescinded, and (b) relate to the Covered Conduct, except to the extent these defenses were available on June 30, 2011.

*J. Dent*  
24/140



15. The Settlement Amount represents the amount the United States is willing to accept in compromise of its civil claims arising from the Covered Conduct due solely to the financial condition of the Dent Defendants as reflected in the Mr. and Mrs. Dent's Financial Disclosures referenced in **Paragraph 14**.

a. In the event that any of the Dent Defendants fails to tender the Surrendered Assets as set forth in Paragraph 1 above (hereinafter "the Defaulting Party"), the Defaulting Party shall be in Default of the payment obligations ("Default"). The United States will provide a written Notice of Default, and the Defaulting Party shall have an opportunity to cure such Default within ten (10) calendar days from the date of receipt of the Notice of Default by making the payment(s) due under the payment schedule and paying any additional interest accruing under the Agreement up to the date of payment. Notice of Default will be delivered to the Defaulting Party or to such other representative as the Dent Defendants shall designate in advance in writing, via overnight delivery, at the following addresses:

(1) Floyd Calhoun Dent III,

PO Box Number 1462  
710 W. Main Street  
Lexington, SC 29072

(2) AROC, CAE, Crosspoint, Denko, Helm-Station, HisWay, Pilot House, Lakelin Pines, Riverland Pines, and Trini-D-Island:

PO Box Number 2105  
1601 Assembly Street  
Columbia, SC 29202

(3) Christina Marie Dent,

26 Someton Court  
Irmo, SC 29063

*J. Dent*  
25/4

(4) Mr. and Mrs. Dent as Guardians for L.D.

(a) Floyd Calhoun Dent III, as Guardian for L.D.

PO Box Number 1462  
710 W. Main Street  
Lexington, SC 29072

(b) Christina Marie Dent as Guardian for L.D.

26 Someton Court  
Irmo, SC 29063

(5) Hunter Garrett Dent:

425 W. Marion Street  
Eatonton, GA 31024

(6) Hailey Shannon Dent:

715 Carlton Avenue  
Union Point, GA 30669

(7) Floyd Calhoun Dent Jr.:

1400 Center Creek Road  
Ridgeway, SC 29130

(8) Joanne Shannon Dent:

1400 Center Creek Road  
Ridgeway, SC 29130

(9) Joseph Bradley:

3734 Stoney Hill Road  
Prosperity, SC 29108

(10) Sherry Bradley:

3734 Stoney Hill Road  
Prosperity, SC 29108

*Handwritten initials/signature*

(11) the Dent Children Trust ("the Trust"):

1400 Center Creek Road  
Ridgeway, SC 29130

(12) Counsel for Mr. Dent, AROC, CAE, Crosspoint, Denko, Helm-Station, HisWay, Pilot House, Floyd Calhoun Dent Jr., and Joanne Shannon Dent:

M. Dawes Cooke, Jr., Esquire (Fed. #288)  
Christopher M. Kovach, Esquire (Fed. #10751)  
Barnwell Whaley Patterson & Helms, LLC  
211 King St., Ste 300 (29401)  
Post Office Drawer H  
Charleston, South Carolina 29402  
T: (843) 577-7700 / F: (843) 577-7708

(13) Counsel for Mrs. Dent, Lakelin Pines, Riverland Pines, Trini-D-Island, Mrs. Dent as guardian for L.D. Hunter Garrett Dent, Hailey Shannon Dent:

Nekki Shutt (Fed. #6530)  
Burnette Shutt & McDaniel, PA  
P. O. Box 1929  
Columbia, South Carolina 29202  
T: (803) 904-7912 / F: (803) 904-7910

If the Defaulting Party fails to cure the Default within ten (10) calendar days of receiving the Notice of Default and in the absence of an agreement with the United States to a modified payment schedule ("Uncured Default"), the Surrendered Asset or its estimated value shall become immediately due and payable, and interest on the remaining unpaid balance shall thereafter accrue at the rate of 12% per annum, compounded daily from the date of Default, on the remaining unpaid total (principal and interest balance).

b. In the event of Uncured Default, the Dent Defendants agree that the United States, at its sole discretion, may (i) retain any payments previously made, rescind this Agreement and pursue the Fraudulent Transfer Litigation or bring any civil and/or administrative claim, action, or proceeding against the Defaulting Party for the claims

that would otherwise be covered by the releases provided in Paragraphs 5 and 6 above;

(ii) take any action to enforce this Agreement in a new action or by reinstating the Civil Action; (iii) offset the remaining unpaid balance from any amounts due and owing to the Defaulting Party and/or affiliated companies by any department, agency, or agent of the United States at the time of Default or subsequently; and/or (iv) exercise any other right granted by law, or under the terms of this Agreement, or recognizable at common law or in equity. The United States shall be entitled to any other rights granted by law or in equity by reason of Default, including referral of this matter for private collection. In the event the United States pursues a collection action, the Dent Defendants agree immediately to pay the United States the greater of (i) a ten percent (10%) surcharge of the amount collected, as allowed by 28 U.S.C. § 3011(a), or (ii) the United States' reasonable attorneys' fees and expenses incurred in such an action. In the event that the United States opts to rescind this Agreement pursuant to this paragraph, the Dent Defendants waive and agree not to plead, argue, or otherwise raise any defenses of statute of limitations, laches, estoppel or similar theories, to any civil or administrative claims that are (i) filed by the United States against the Defaulting Party within 120 days of written notification that this Agreement has been rescinded, and (ii) relate to the Covered Conduct, except to the extent these defenses were available on January 25, 2019. The Dent Defendants agree not to contest any offset, recoupment, and /or collection action undertaken by the United States pursuant to this paragraph, either administratively or in any state or federal court, except on the grounds of actual payment to the United States or the HDL Trustee.

*J. [unclear]  
2/28/19*

16. In exchange for valuable consideration provided in this Agreement, the Dent Defendants acknowledge the following:

a. The Dent Defendants have reviewed their financial situation and warrant that they are solvent within the meaning of 11 U.S.C. §§ 547(b)(3) and 548(a)(1)(B)(ii)(I) and shall remain solvent following tender of the Surrendered Assets under this Settlement Agreement.

b. In evaluating whether to execute this Agreement, the Parties intend that the mutual promises, covenants, and obligations set forth herein constitute a contemporaneous exchange for new value given to the Dent Defendants, within the meaning of 11 U.S.C. § 547(c)(1), and the Parties conclude that these mutual promises, covenants, and obligations do, in fact, constitute such a contemporaneous exchange.

c. The mutual promises, covenants, and obligations set forth herein are intended by the Parties to, and do in fact, constitute a reasonably equivalent exchange of value.

d. The Parties do not intend to hinder, delay, or defraud any entity to which any of the Dent Defendants was or became indebted to on or after the date of any transfer contemplated in this Agreement, within the meaning of 11 U.S.C. § 548(a)(1).

e. If any of the Dent Defendants' 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) or if, before all of the Surrendered Assets are tendered, any of the Dent Defendants or a third party commences a case, proceeding, or other action under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors seeking any order for relief of any of the Dent Defendants' debts, or to

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2/2/14

adjudicate any of the Dent Defendants as bankrupt or insolvent; or seeking appointment of a receiver, trustee, custodian, or other similar official for any of the Dent Defendants or for all or any substantial part of any of the Dent Defendants' assets:

(i) the United States may rescind the releases in this Agreement and bring any civil and/or administrative claim, action, or proceeding against any of the Dent Defendants for the claims that would otherwise be covered by the releases provided in Paragraphs 5 and 6 above;

(ii) the United States has an undisputed, noncontingent, and liquidated allowed claim against Floyd Calhoun Dent III in the amount of **\$91,733,711.78** plus interest, less any payments, and against Christina Marie Dent, Hunter Garrett Dent, Hailey Shannon Dent, L.D. (a minor), Floyd Calhoun Dent Jr., Joanne Shannon Dent, Joseph Bradley, Sherry Bradley, the Dent Children Trust, AROC Enterprises, LLC, CAE Properties, LLC, Crosspoint Properties, LLC, Denko Properties, LLC, Helm-Station Investments, LLLP, HisWay of South Carolina, LLC, Lakelin Pines, LLC, Pilot House, LLC, Riverland Pines, LLC, and Trini-D-Island, LLC in any amount equivalent to the value of any transfer they received directly or indirectly from Floyd Calhoun Dent III;

(iii) if any payments are avoided and recovered by a receiver, trustee, creditor, custodian, or similar official, the United States shall not be responsible for the return of any amounts already paid by the United States to the Relators; and

(iv) if, notwithstanding subparagraph (iii), any amounts already paid by the United States to the Relators pursuant to Paragraph 8 are recovered from the

United States in an action or proceeding filed by a receiver, trustee, creditor, custodian, or similar official in or in connection with a bankruptcy case that is filed within two years of the Effective Date of this Agreement or of any payment made under Paragraph 1 of this Agreement. Relators shall, within thirty days of written notice from the United States to the undersigned Relators' counsel, return to the United States all amounts recovered from the United States.

f. The Dent Defendants agree that any civil and/or administrative claim, action, or proceeding brought by the United States under Paragraph 16e is not subject to an "automatic stay" pursuant to 11 U.S.C. § 362(a) because it would be an exercise of the United States' police and regulatory power. The Dent Defendants shall not argue or otherwise contend that the United States' claim, action, or proceeding is subject to an automatic stay and, to the extent necessary, consent to relief from the automatic stay for cause under 11 U.S.C. § 362(d)(1). The Dent Defendants waive and 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 claim, action, or proceeding brought by the United States within 120 days of written notification to the Dent Defendants that the releases have been rescinded pursuant to this paragraph, except to the extent such defenses were available on June 30, 2011.

17. The Dent Defendants agree 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 the Dent

Defendants, and their 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 and any criminal investigation(s) of the matters covered by this Agreement;
- (3) the Dent Defendants' 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 attorneys' fees);
- (4) the negotiation and performance of this Agreement and their agreement with the HDL Trustee;
- (5) the surrender of assets that the Dent Defendants make to the United States and/or the HDL Trustee pursuant to this Agreement or the Agreement with the HDL Trustee; and
- (6) the payment the Dent Defendants make to the United States or the HDL Trustee.

are unallowable costs for government contracting purposes (hereinafter referred to as Unallowable Costs).

b. Future Treatment of Unallowable Costs: Unallowable Costs will be separately determined and accounted for by the Dent Defendants, and the Dent Defendants shall not charge such Unallowable Costs directly or indirectly to any contract with the United States.



c. Treatment of Unallowable Costs Previously Submitted for Payment:

Within 90 days of the Effective Date of this Agreement, the Dent Defendants shall identify and repay by adjustment to future claims for payment or otherwise any Unallowable Costs included in payments previously sought by the Dent Defendants or any of their subsidiaries or affiliates from the United States. The Dent Defendants agree that the United States, at a minimum, shall be entitled to recoup from the Dent Defendants any overpayment plus applicable interest and penalties as a result of the inclusion of such Unallowable Costs on previously submitted requests for payment. The United States, including the Department of Justice and/or the affected agencies, reserves its rights to audit, examine, or re-examine the Dent Defendants' books and records and to disagree with any calculations submitted by the Dent Defendants or any of their subsidiaries or affiliates regarding any Unallowable Costs included in payments previously sought by the Dent Defendants, or the effect of any such Unallowable Costs on the amount of such payments.

18. This Agreement is intended to be for the benefit of the Parties only.

19. Each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

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

21. This Agreement is governed by the laws of the United States. The exclusive 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.

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

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

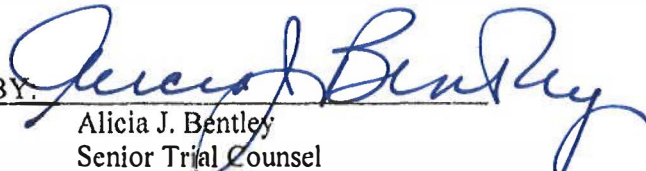
24. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement.

25. This Agreement is binding on the Dent Defendants' successors, transferees, heirs, and assigns.

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

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


**THE UNITED STATES OF AMERICA**

DATED: April 26, 2024 BY:   
Alicia J. Bentley  
Senior Trial Counsel  
Commercial Litigation Branch  
Civil Division  
United States Department of Justice

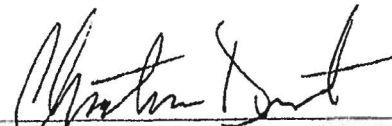
DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
James L. Leventis  
Joanna Stroud  
Assistant United States Attorneys  
Office of the United States' Attorney  
for the District of South Carolina

**DEFENDANTS**

**FLOYD CALHOUN DENT III**

DATED: 23 APR 2024 BY:   
Joan Floyd Calhoun Dent III

**CHRISTINA MARIE DENT**

DATED: 16<sup>TH</sup> APRIL 2024 BY:   
Christina Marie Dent

*Joan  
3/25/24*

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

**THE UNITED STATES OF AMERICA**

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

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

Alicia J. Bentley  
Senior Trial Counsel  
Commercial Litigation Branch  
Civil Division  
United States Department of Justice

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

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

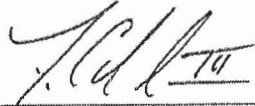
JOANNA STROUD Digitally signed by JOANNA STROUD  
Date: 2024.04.26 12:34:15 -04'00'

James L. Leventis  
Joanna Stroud  
Assistant United States Attorneys  
Office of the United States' Attorney  
for the District of South Carolina

**DEFENDANTS**


**FLOYD CALHOUN DENT III**

DATED: 23 APR 2024  
*JCE*

BY:   
Floyd Calhoun Dent III

**CHRISTINA MARIE DENT**

DATED: 16<sup>TH</sup> APRIL 2024 BY:

  
Christina Marie Dent

*JCE  
35/40*

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

**THE UNITED STATES OF AMERICA**

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

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

Alicia J. Bentley  
Senior Trial Counsel  
Commercial Litigation Branch  
Civil Division  
United States Department of Justice

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

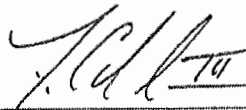
BY: \_\_\_\_\_

James L. Leventis  
Joanna Stroud  
Assistant United States Attorneys  
Office of the United States' Attorney  
for the District of South Carolina

**DEFENDANTS**

**FLOYD CALHOUN DENT III**

DATED: 23 APR 2024  
*JCE*

BY:   
Floyd Calhoun Dent III

**CHRISTINA MARIE DENT**

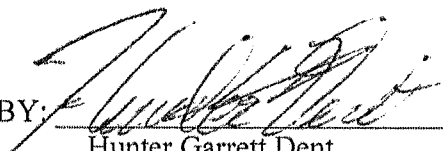
DATED: 16<sup>TH</sup> APRIL 2024 BY:

  
Christina Marie Dent

*JCE*  
*35/40*

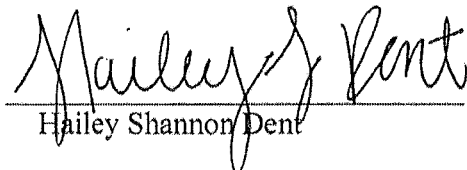
**HUNTER GARRETT DENT**

DATED: 4/17/24

BY:   
Hunter Garrett Dent

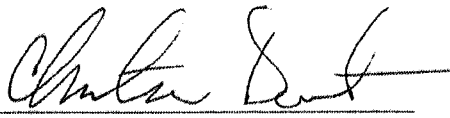
**HAILEY SHANNON DENT**

DATED: 4/16/24


BY:   
Hailey Shannon Dent

**L.D. (A MINOR)**

DATED: 4/16/24

BY:   
Christina Marie Dent  
as parent and natural guardian of L.D. (a minor)

DATED: 15 APR 2024

BY:   
Floyd Calhoun Dent III  
as parent and natural guardian of L.D. (a minor)

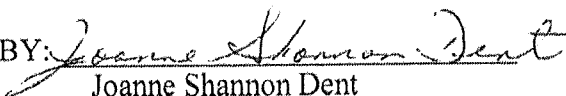
**FLOYD CALHOUN DENT JR.**

DATED: 4-15-2024

BY:   
Floyd Calhoun Dent, Jr.


**JOANNE SHANNON DENT**

DATED: 4-15-24

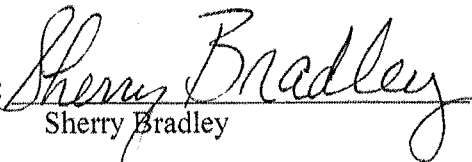
BY:   
Joanne Shannon Dent

*Handwritten:*  
7/28  
30/4/24

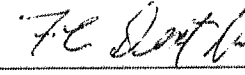
**JOSEPH BRADLEY**

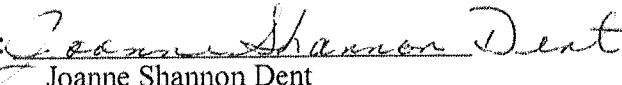
DATED: 4-15-24 BY:   
Joseph Bradley

**SHERRY BRADLEY**


DATED: 4-15-24 BY:   
Sherry Bradley

**DENT CHILDREN TRUST**


DATED: 4-15-2024 BY:   
Floyd Calhoun Dent, Jr.  
Trustee, Dent Children Trust

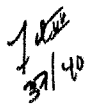
DATED: 4-15-24 BY:   
Joanne Shannon Dent  
Trustee, Dent Children Trust

**AROC ENTERPRISES, LLC**


DATED: 23 APR 2024 BY:   
Floyd Calhoun Dent III  
Member, AROC Enterprises, LLC

**CAE PROPERTIES, LLC**

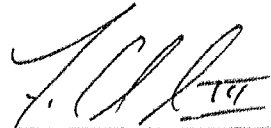
DATED: 23 APRIL 2024 BY:   
Floyd Calhoun Dent III  
Member, CAE Properties, LLC

  
7/10/24  
3/21/20

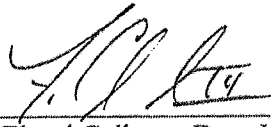
**CROSSPOINT PROPERTIES, LLC**

DATED: 23 APR 2024 BY:   
Floyd Calhoun Dent III  
Member, Crosspoint Properties, LLC


**DENKO PROPERTIES, LLC**

DATED: 23 APR 2024 BY:   
Floyd Calhoun Dent III  
Member, Denko Properties, LLC

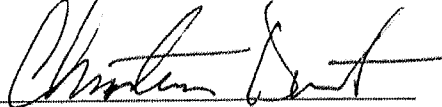
**HELM-STATION INVESTMENTS, LLLP**

DATED: 23 APR 2024 BY:   
Floyd Calhoun Dent III  
Member, Helm-Station Investments, LLLP


**HISWAY OF SOUTH CAROLINA, LLC**

DATED: 23 APR 2024 BY:   
Floyd Calhoun Dent III  
Member, HisWay of South Carolina, LLC

**LAKELIN PINES, LLC**

DATED: 4/16/24 BY:   
Christina Marie Dent  
Member, Lakelin Pines, LLC

**PILOT HOUSE, LLC**

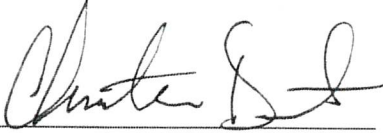
DATED: 23 APR 2024 BY:   
Floyd Calhoun Dent III  
Owner, Pilot House, LLC

*Handwritten:*  
FCD  
3/21/24



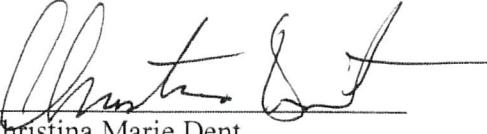
**RIVERLAND PINES, LLC**

DATED: 4/16/24

BY:   
Christina Marie Dent  
Member, Riverland Pines, LLC


**TRINI-D-ISLAND, LLC**

DATED: 4/16/24

BY:   
Christina Marie Dent  
Member, Trini-D-Island, LLC

**COUNSEL FOR THE DEFENDANTS**

DATED: 4-23-24

BY:   
M. Dawes Cooke, Jr., Esq.  
Christopher M. Kovach, Esq.  
Barnwell Whaley Patterson & Helms LLC

Counsel for Defendants  
Floyd Calhoun Dent III, Floyd Calhoun Dent Jr., Joanne Shannon Dent, Dent Children Trust, AROC Enterprises, LLC, CAE Properties, LLC, Crosspoint Properties, LLC, Denko Properties, LLC, Helm-Station Investments, LLLP, HisWay of South Carolina, LLC, Pilot House, LLC

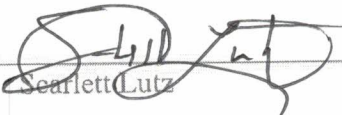
DATED: 4-22-2024

BY:   
Nekki Shutt, Esq.  
Burnette, Shutt & McDaniel

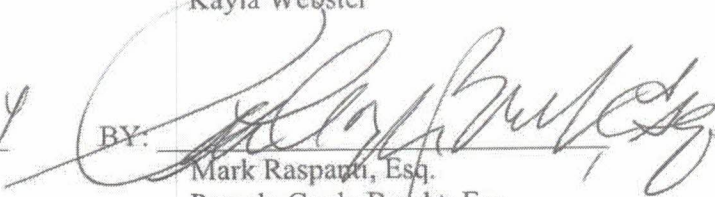
Counsel for Defendants  
Christina Marie Dent, Hunter Garrett Dent, Hailey Shannon Dent, L.D., Joseph Bradley, Sherry Bradley, Dent Children Trust, Lakelin Pines, LLC, Riverland Pines, LLC, and Trini-D-Island, LLC

*7/23/24  
39/40*

RELATORS

DATED: 4-18-24 BY:   
Scarlett Lutz

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
Kayla Webster

DATED: 4-18-24 BY:   
Mark Raspanti, Esq.  
Pamela Coyle Brecht, Esq.  
Counsel for Relators  
Scarlett Lutz and Kayla Webster

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
Dr. Michael Mayes

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
Peter W. Chatfield, Esq.  
PHILLIPS & COHEN LLP  
Counsel for Relator  
Dr. Michael Mayes

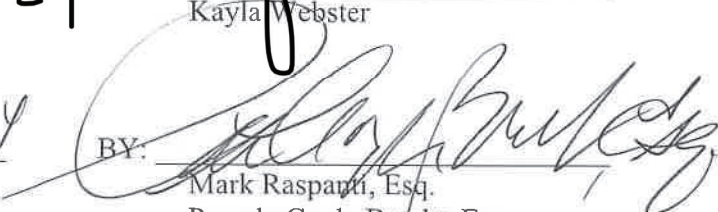
DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
Chris Riedel

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
Niall P. McCarthy, Esq.  
COTCHETT PITRE & MCCARTHY LLP  
Counsel for Relator  
Chris Reidel

RELATORS

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
Scarlett Lutz

DATED: 4/22/24 BY:   
Kayla Webster

DATED: 4-18-24 BY:   
Mark Raspanti, Esq.  
Pamela Coyle Brecht, Esq.  
Counsel for Relators  
Scarlett Lutz and Kayla Webster

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
Dr. Michael Mayes

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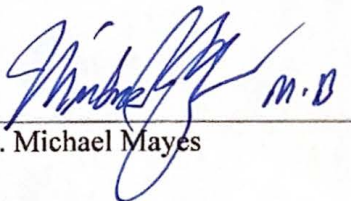
DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
Niall P. McCarthy, Esq.  
COTCHETT PITRE & McCARTHY LLP  
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Chris Reidel


RELATORS

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
Scarlett Lutz

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Kayla Webster

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Mark Raspanti, Esq.  
Pamela Coyle Brecht, Esq.  
Counsel for Relators  
Scarlett Lutz and Kayla Webster

DATED: 4/17/24 BY:  M.D.  
Dr. Michael Mayes

DATED: 4/17/2024 BY:   
Peter W. Chatfield, Esq.  
PHILLIPS & COHEN LLP  
Counsel for Relator  
Dr. Michael Mayes

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
Chris Riedel

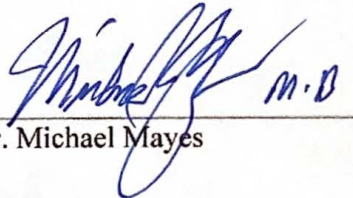
DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
Niall P. McCarthy, Esq.  
COTCHETT PITRE & McCARTHY LLP  
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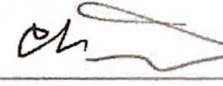
RELATORS

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Scarlett Lutz

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Kayla Webster

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Mark Raspanti, Esq.  
Pamela Coyle Brecht, Esq.  
Counsel for Relators  
Scarlett Lutz and Kayla Webster

DATED: 4/15/2024 BY:   
Dr. Michael Mayes

DATED: 4/17/2024 BY:   
Peter W. Chatfield, Esq.  
PHILLIPS & COHEN LLP  
Counsel for Relator  
Dr. Michael Mayes

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
Chris Riedel

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COTCHETT PITRE & McCARTHY LLP  
Counsel for Relator  
Chris Reidel

RELATORS

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
Scarlett Lutz

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
Kayla Webster

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
Mark Raspanti, Esq.  
Pamela Coyle Brecht, Esq.  
Counsel for Relators  
Scarlett Lutz and Kayla Webster

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
Dr. Michael Mayes

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
Peter W. Chatfield, Esq.  
PHILLIPS & COHEN LLP  
Counsel for Relator  
Dr. Michael Mayes

DATED: 4/12/24 BY: C. Riedel  
Chris Riedel

DATED: 4/18/24 BY: [Signature]  
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Counsel for Relator  
Chris Reidel