

SETTLEMENT AGREEMENT

This Settlement Agreement (Agreement) is entered into among (a) the United States of America, acting through the United States Department of Justice and on behalf of the Office of Inspector General (OIG-HHS) of the Department of Health and Human Services (HHS) (collectively, the United States); and (b) Shahram “Shawn” Naghshbandi (Naghshbandi), through their authorized representatives. Collectively, all of the above will be referred to as the Parties.

RECITALS

A. In connection with sales and marketing of laboratory tests, Shahram Naghshbandi, of Fort Worth, Texas, owned and operated Corum Group LLC (Corum), a marketing company based in Fort Worth, Texas, and Alari Group LLC (Alari) and Avior Group LLC (Avior), each of which was a purported management services organization (MSO) based in Fort Worth, Texas.

B. The United States contends that Naghshbandi caused claims for payment to be submitted to the Medicare Program, Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395lll (Medicare).

C. The United States contends that it has certain civil claims against Naghshbandi arising from the following conduct during the period of August 1, 2018 to July 31, 2022:

In return for Naghshbandi and Corum arranging for and/or recommending that healthcare providers Advantage Medical Group LLC, Psych Care Consultants LLC, Shamim Badiyan, M.D., Paul Bierig, M.D., Michael Boedefeld, M.D., Imran Chishti, M.D., Stanley Librach, M.D., Mohd Azfar Malik, M.D., Vijesh Patel, M.D., Chad Shelton, M.D., Gregory Stynowick, M.D., and Carmen Wong, M.D. (collectively, Paid HCPs) order laboratory testing from clinical laboratories RDx Bioscience Inc. (RDx), of Kenilworth, New Jersey, InHealth Diagnostic LLC d/b/a RealLab (InHealth), of Dallas, Texas, and Genesis Reference Laboratories LLC (Genesis), of Orlando, Florida (collectively, Named Labs), the Named Labs paid Naghshbandi’s marketing company

Corum commission payments based on reimbursements from the Paid HCPs' laboratory testing referrals, including Medicare reimbursements.

To induce the Paid HCPs to order laboratory testing from the Named Labs, Naghshbandi knowingly and willfully offered, and conspired with marketing company Provisional Medical Consultants LLC (PMC) to offer, thousands of dollars in kickbacks to the Paid HCPs that were disguised as investment distributions from purported MSOs Alari and Avior, in violation of the Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b). Naghshbandi and Corum transferred to purported MSOs Alari and Avior a portion of the commission payments that Corum received based on the Paid HCPs' laboratory testing referrals to the Named Labs. Alari and Avior then kicked back a portion of the payments to the Paid HCPs in return for the HCPs' referrals to the Named Labs.

Naghshbandi and Corum sought to disguise the Alari and Avior payments as investment distributions that were based on the number of shares each Paid HCP bought and were not "in any way related to past, current or future referrals of patients." In fact, before a Paid HCP could buy MSO shares, Naghshbandi and PMC required the Paid HCPs to participate in an 60–90 day "evaluation period" during which the Paid HCPs referred laboratory testing to the Named Labs. The number of MSO shares that Naghshbandi and PMC offered to the HCPs depended on the volume and value of Paid HCPs' referrals to the Named Labs during the evaluation period. After the evaluation period, the Paid HCPs' eligibility to continue to receive MSO payments depended on their continued referrals to the Named Labs, and Paid HCPs whose referral volume and value significantly outperformed or underperformed their numbers from their evaluation period received corresponding adjustments to their MSO share numbers. By tying the number of MSO shares to the volume and value of referrals, Alari and Avior ensured that their MSO payments to the Paid HCPs took into account, and were based on, the volume and value of the HCPs' referrals to the Named Labs.

The conduct set forth in this Paragraph C is referred to below as the “Covered Conduct.”

D. This Agreement is neither an admission of liability by Naghshbandi, nor a concession by the United States that its claims are not well founded.

In consideration of the mutual promises and obligations of this Settlement Agreement, the Parties agree and covenant as follows:

TERMS AND CONDITIONS

1. Under the terms and conditions specified herein, Naghshbandi shall pay to the United States a total of Four Hundred Thousand Dollars (\$400,000.00), plus interest at four and a half percent (4.5%) per annum (collectively, Settlement Amount), of which Two Hundred Thousand Dollars (\$200,000.00) is restitution, by electronic funds transfer pursuant to written instructions to be provided by the United States Attorney’s Office for the District of New Jersey. The Settlement Amount may be prepaid, in whole or in part, without penalty or premium.

a. First Payment: Naghshbandi shall pay to the United States Two Hundred Fifty Thousand Dollars (\$250,000.00), plus interest at four and a half percent (4.5%) per annum, within twelve (12) months of the Effective Date.

b. Second Payment: Naghshbandi shall pay to the United States One Hundred Fifty Thousand Dollars (\$150,000.00), plus interest at four and a half percent (4.5%) per annum, within twenty-four (24) months of the Effective Date.

2. Subject to the exceptions in Paragraph 3 (concerning reserved claims) below, subject to Paragraph 11 (concerning default) below, and conditioned upon Naghshbandi’s full payment of the Settlement Amount to the United States, the United States releases Naghshbandi 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, and fraud.

3. Notwithstanding the release given in Paragraph 2 of this Agreement, or any other term of this Agreement, the following claims 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 other than Naghshbandi;
- g. Any liability of corporate entities;
- h. Any liability for express or implied warranty claims or other claims for defective or deficient products or services, including quality of goods and services;
- i. Any liability for failure to deliver goods or services due; and
- j. Any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct.

4. Exclusion.

a. In compromise and settlement of the rights of OIG-HHS to exclude Naghshbandi pursuant to 42 U.S.C. § 1320a-7(b)(7), based upon the Covered Conduct,

Naghshbandi agrees to be excluded under this statutory provision from Medicare, Medicaid, and all other Federal health care programs, as defined in 42 U.S.C. § 1320a-7b(f), for a period of ten (10) years. The exclusion shall be effective upon the Effective Date of this Agreement.

b. Such exclusion shall have national effect. Federal healthcare programs shall not pay anyone for items or services, including administrative and management services, furnished, ordered, or prescribed by Naghshbandi in any capacity while Naghshbandi is excluded. This payment prohibition applies to Naghshbandi and all other individuals and entities (including, for example, anyone who employs or contracts with Naghshbandi, and any hospital or other provider where Naghshbandi provides services). The exclusion applies regardless of who submits the claim or other request for payment. Violation of the conditions of the exclusion may result in criminal prosecution, the imposition of civil monetary penalties and assessments, and an additional period of exclusion. Naghshbandi further agrees to hold the Federal healthcare programs, and all federal beneficiaries and/or sponsors, harmless from any financial responsibility for items or services furnished, ordered, or prescribed to such beneficiaries or sponsors after the effective date of the exclusion. Naghshbandi waives any further notice of the exclusion and agree not to contest such exclusion either administratively or in any state or federal court.

c. Reinstatement to program participation is not automatic. If Naghshbandi wishes to be reinstated, Naghshbandi must submit a written request for reinstatement to OIG-HHS in accordance with the provisions of 42 C.F.R. §§ 1001.3001-.3005. Such request may be made to OIG-HHS no earlier than ninety (90) days prior to the expiration of the ten (10)-year period of exclusion. Reinstatement becomes effective upon application by Naghshbandi, approval of the application by OIG-HHS, and notice of reinstatement by OIG-HHS. Obtaining another license, moving to another state, or obtaining a provider number from a Medicare contractor, a state

agency, or a Federal healthcare program does not reinstate Naghshbandi's eligibility to participate in these programs.

5. Naghshbandi has provided sworn financial disclosures and supporting documents (together "Financial Disclosures") to the United States and the United States has relied on the accuracy and completeness of those Financial Disclosures in reaching this Agreement. Naghshbandi warrants 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 Naghshbandi had an interest of any kind as of the Effective Date (including, but not limited to, promises by insurers or other third parties to satisfy Naghshbandi'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 Naghshbandi 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 Ten Thousand Dollars (\$10,000.00) 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 Naghshbandi's previously undisclosed assets. Naghshbandi agrees not to contest any collection action undertaken by the United States pursuant to this provision, and agrees that they will immediately pay the United States the greater of (i) a ten-percent (10%) surcharge of the amount collected in the 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 rescinds this Agreement pursuant to this Paragraph, Naghshbandi waives and agrees not to plead, argue, or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel, or similar theories, to any civil or administrative claims that (a) are filed by the United States within one hundred twenty (120)

calendar days of written notification to Naghshbandi that this Agreement has been rescinded, and (b) relate to the Covered Conduct, except to the extent these defenses were available on the Effective Date.

6. Naghshbandi waives 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.

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

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

9. Naghshbandi 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. §§ 1395-1395kkk-1 and 1396-1396w-5; and the regulations and official program directives promulgated thereunder) incurred by or on behalf of Naghshbandi in connection with:

- (1) the matters covered by this Agreement;
- (2) the United States' audit(s) and civil and criminal investigation(s) of the matters covered by this Agreement;
- (3) Naghshbandi's investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and civil and any criminal investigation(s) in connection with the matters covered by this Agreement (including attorney's fees);
- (4) the negotiation and performance of this Agreement; and
- (5) the payment(s) Naghshbandi makes to the United States pursuant to this Agreement,

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).

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

c. Treatment of Unallowable Costs Previously Submitted for Payment: Naghshbandi further agrees that within ninety (90) days of the Effective Date of this Agreement Naghshbandi 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 Naghshbandi, 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. Naghshbandi agrees that the United States, at a minimum, shall be entitled to recoup from Naghshbandi 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 Naghshbandi on the effect of inclusion of Unallowable Costs (as defined in this Paragraph) on Naghshbandi's 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 Naghshbandi's books and records to determine that no Unallowable Costs have been claimed in accordance with the provisions of this Paragraph.

10. Naghshbandi agrees to cooperate fully, truthfully, completely, and forthrightly with the United States' investigation(s) of, and/or legal proceeding(s) against, individuals and entities not released in this Agreement. Upon request by the United States and reasonable notice, Naghshbandi shall be available for interviews by the United States and shall fully, truthfully, completely, and forthrightly answer questions; and Naghshbandi shall testify under oath fully, truthfully, completely, and forthrightly at any and all trials of cases or other court proceedings,

including depositions, at which his testimony may be deemed relevant by the United States. Naghshbandi agrees to use his best efforts to make available, and encourage, the cooperation of Corum's, Alari's, and Avior's former directors, officers, and employees for interviews and testimony, consistent with the rights and privileges of such individuals. Naghshbandi agrees to furnish to the United States, upon request, complete and unredacted copies of all non-privileged documents, reports, memoranda of interviews, and records in his possession, custody, or control relating to the Covered Conduct, the individuals or entities referenced in the Covered Conduct, and/or the individuals and entities referenced in Naghshbandi's subpoena response(s). For the avoidance of doubt, this Paragraph does not require Naghshbandi to waive, and Naghshbandi expressly does not waive, his Fifth Amendment privilege against self-incrimination.

11. The Settlement Amount represents the amount the United States is willing to accept in compromise of its civil claims against Naghshbandi arising from the Covered Conduct due solely to Naghshbandi's financial condition as reflected in the Financial Disclosures referenced in Paragraph 5.

a. Naghshbandi shall be in default of this Agreement (Default) if he fails to pay the Settlement Amount as provided in Paragraph 1 above or if he fails to comply materially with any other term or condition of this Agreement, including Paragraph 10 above (concerning cooperation).

b. If Naghshbandi fails to pay the Settlement Amount as provided in Paragraph 1 above, the United States will provide a written Notice of Default, and Naghshbandi shall have an opportunity to cure such Default within seven (7) calendar days from the date of receipt of the Notice of Default by making the payment due and paying any additional interest accruing under the Settlement Agreement up to the date of payment. Notice of Default will be delivered to Naghshbandi or to such other representative as Naghshbandi shall designate in advance in

writing. If Naghshbandi fails to cure the Default within seven (7) 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 remaining unpaid balance of the Settlement Amount shall become immediately due and payable, and interest on the remaining unpaid balance shall thereafter accrue at the rate of twelve percent (12%) per annum, compounded daily from the date of Default, on the remaining unpaid total (principal and interest balance).

c. In the event of Uncured Default, or a failure to comply materially with Paragraph 10 above (concerning cooperation), Naghshbandi agrees that the United States, at its sole discretion, may (i) retain any payments previously made, rescind this Agreement, and bring any civil and/or administrative claim, action, or proceeding against Naghshbandi for the claims that would otherwise be covered by the releases provided in Paragraph 2 above, with any recovery reduced by the amount of any payments previously made by Naghshbandi to the United States under this Agreement; (ii) take any action to enforce this Agreement in a new action; (iii) offset the remaining unpaid balance from any amounts due and owing to Naghshbandi 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, Naghshbandi agrees 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, Naghshbandi waives and agrees 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 (i) are filed by the United States against Naghshbandi within one hundred twenty (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 the Effective Date. Naghshbandi agrees 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.

d. In the event of Uncured Default, or a failure to comply materially with Paragraph 10 above (concerning cooperation), OIG-HHS may extend the period of Naghshbandi's exclusion from participating in all Federal healthcare programs (Exclusion for Default). OIG-HHS will provide written notice of any such exclusion to Naghshbandi. Naghshbandi 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. Reinstatement to program participation is not automatic. If at the end of the period of exclusion, Naghshbandi wishes to apply for reinstatement, Naghshbandi must submit a written request for reinstatement to OIG-HHS in accordance with the provisions of 42 C.F.R. §§ 1001.3001–.3005. Naghshbandi will not be reinstated unless and until OIG-HHS approves such request for reinstatement. The option for Exclusion for Default is in addition to, and not in lieu of, the options identified in this Agreement or otherwise available.

12. 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 13 (waiver for beneficiaries Paragraph), below.

13. Naghshbandi agrees that he waives and shall not seek payment for any of the healthcare billings covered by this Agreement from any healthcare beneficiaries or their parents,

sponsors, legally responsible individuals, or third-party payors based upon the claims defined as Covered Conduct.

14. In exchange for valuable consideration provided in this Agreement, Naghshbandi acknowledges the following:

a. Naghshbandi has reviewed his financial situation and warrants that he is solvent within the meaning of 11 U.S.C. §§ 547(b)(3) and 548(a)(1)(B)(ii)(I) and shall remain solvent for at least ninety-one (91) days following payment to the United States of the Settlement Amount.

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 Naghshbandi, 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 Naghshbandi 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 Naghshbandi's payments or 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 the Settlement Amount is paid in full, Naghshbandi 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 Naghshbandi's debts, or to adjudicate Naghshbandi as bankrupt or insolvent; or seeking appointment of a receiver,

trustee, custodian, or other similar official for Naghshbandi or for all or any substantial part of Naghshbandi's assets:

(i) the United States may rescind the releases in this Agreement and bring any civil and/or administrative claim, action, or proceeding against Naghshbandi for the claims that would otherwise be covered by the releases provided in Paragraph 2 above; and

(ii) the United States has an undisputed, noncontingent, and liquidated allowed claim against Naghshbandi in the amount of Three Million Seven Hundred Ninety-Five Thousand Eight Hundred Ninety-One Dollars (\$3,795,891.00), less any payments received pursuant to Paragraph 1 of this Agreement, provided, however, that such payments are not otherwise avoided and recovered from the United States by Naghshbandi, a receiver, trustee, custodian, or other similar official for Naghshbandi.

f. Naghshbandi agrees that any civil and/or administrative claim, action, or proceeding brought by the United States under Paragraph 14(e) 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. Naghshbandi 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, consents to relief from the automatic stay for cause under 11 U.S.C. § 362(d)(1). Naghshbandi waives 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 one hundred twenty (120) days of written notification to Naghshbandi that the releases have been rescinded pursuant to this Paragraph, except to the extent such defenses were available on the Effective Date.

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

16. The Parties and signatories to this Agreement represent that they freely and voluntarily enter into this Agreement without any degree of duress or compulsion.

17. 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 New Jersey. 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.

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

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

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

21. This Agreement is binding on Naghshbandi's successors, transferees, heirs, and assigns.


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

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

[SIGNATURE PAGE(S) FOLLOW]


THE UNITED STATES OF AMERICA

DATED: 10/09/2024

BY: 

KRUTI DHARIA
Assistant United States Attorney
United States Attorney's Office
District of New Jersey


DATED: 10/09/24

BY: 

SUSAN GILLIN
Digitally signed by SUSAN GILLIN
Date: 2024.10.09 13:35:56 -04'00'
SUSAN E. GILLIN
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

NAGHSHBANDI

DATED: 10/1/2024 BY: 
SHAHRAM NAGHSHBANDI

DATED: 10/2/2024 BY: 
BARRETT C. LESHER
Hallett & Perrin, P.C.
Counsel for Shahram Naghshbandi