

## **SETTLEMENT AGREEMENT**

### **I. PARTIES**

This Settlement Agreement ("Agreement") is entered into between the United States of America, on behalf of the Department of Health and Human Services ("HHS"), which administers Medicare and Medicaid federal programs, TRICARE Management Activity ("TMA"), which administers the TRICARE federal program, the Office of Personnel Management ("OPM"), which administers the Federal Employees Health Benefits Program ("FEHBP") (all of which are collectively referred to as the "United States") and corporate entities Houshang Seradge M.D., P.C., Hospital for Special Surgery, L.L.C. d/b/a Orthopedic Hospital, Rehab America, Inc. d/b/a The Therapy Center, Tower Day Surgery, Inc., Orthopaedic & Reconstructive Center, P.C. d/b/a Orthopedic Institute, f/k/a Houshang Seradge, M.D., Inc. (collectively, "Corporate Entities"<sup>1</sup>), by and through their authorized representatives, and individuals Dr. Houshang Seradge ("Dr. Seradge"), Carrie Baer ("Ms. Baer"), P. Denny Oreb ("Mr. Oreb"), Winfred Parker ("Mr. Parker"), Pamela Landers ("Ms. Landers"), Dr. C. L. Soo ("Dr. Soo") (collectively, "Individuals"), and Hadjeh Hassani and Espanta Seradge Steppe (collectively, "Former Employees") (the United States, Corporate Entities, Individuals, and Former Employees understood as all the parties listed above, are collectively referred to as "the Parties").

### **II. PREAMBLE**

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

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<sup>1</sup> Some of the Corporate Entities were misnamed in the "Civil Action" defined in paragraph II. 3. hereof. The Parties intend that this Agreement will apply to all entities specifically named herein and all entities that were named in the Civil Action related to the Covered Conduct.

1. The Corporate Entities are Oklahoma entities engaged in the business of providing health care to patients, including patients covered by federal health benefit programs Medicare, Medicaid, TRICARE, and FEHBP (collectively, "Federal Health Benefit Programs"). Individuals and Former Employees are present or former owners, officers, directors, and/or employees of the Corporate Entities.

2. The United States contends that the Corporate Entities and Individuals knowingly submitted or caused to be submitted false or fraudulent claims for payment to Medicaid (42 U.S.C. § 1396 et seq.) Medicare (Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395hhh), TRICARE (10 U.S.C. §§ 1071-1109), and FEHBP (5 U.S.C. §§ 8901-8914) in violation of the False Claims Act, 31 U.S.C. § 3729 *et seq.*, and that the Corporate Entities, Individuals, and Former Employees have been unjustly enriched because they received federal monies related to the above-referred allegedly false or fraudulent claims to which they were not entitled. The Corporate Entities, Individuals, and Former Employees dispute those contentions.

3. The United States contends that it has certain civil claims against the Corporate Entities, Individuals, and Former Employees, as more specified in its February 14, 2008 Amended Complaint and attachments thereto, in the case captioned, *United States v. Dr. Houshang Seradge et al.*, Case No. CIV-00-317-W, currently pending in the United States Federal District Court for the Western District of Oklahoma. (hereinafter, "Civil Action"). On January 8, 2008, the Court granted a motion to dismiss the Civil Action, but also granted leave to amend. The United States filed an Amended Complaint on February 14, 2008, which the Defendants moved to dismiss. The United States responded to the Joint Motion to Dismiss, which is still pending before the Court. The claims that the United States asserted in the Civil Action, along with all claims,

causes of action, allegations, and requests for relief of any kind that the United States previously asserted or could have asserted against the Corporate Entities, Individuals, Former Employees, whether in the Civil Action or the United States' investigation and prosecution thereof, are collectively referred to herein as the "Covered Conduct." The Corporate Entities, Individuals, and Former Employees dispute all of the government's allegations and deny any liability for the Covered Conduct. The Corporate Entities, Individuals, and Former Employees assert that they have valid defenses and claims and causes of action relating to the Covered Conduct.

4. The United States also contends that it has certain administrative claims against the Corporate Entities and Individuals related to the Covered Conduct. The Corporate Entities and Individuals dispute all of the government's allegations and any liability therefor. However, the Parties expressly understand and agree that any administrative claims and/or Administrative Determinations, as defined below, as well as all of the Corporate Entities and Individuals' defenses, claims, and assertions relating thereto, are excluded from the scope of the Agreement. More specifically, the Parties agree that any administrative fine, penalty, and/or sanction, including without limitation the imposition of a corporate integrity agreement, corporate compliance agreement, and provider program exclusions ("Administrative Determinations"), if any, are reserved and to be determined by the respective administrative agencies, including without limitation HHS, TMA, OPM, and/or their designees. Such administrative claims and Administrative Determinations are separate and apart from the terms of this Agreement and will not be affected, restricted, limited, and/or waived in any way by the terms of this Agreement. Similarly, all claims, defenses, and assertions of Corporate Entities and Individuals in the event of Administrative Determinations or proceedings related thereto

are not affected, restricted, limited, and/or waived in any way by the terms of this Agreement. It is further understood by the Parties that enforcement of any provisions of this Agreement shall be separate and apart from any administrative claims or Administrative Determinations.

5. This Agreement is neither an admission of liability by the Corporate Entities, Individuals, or Former Employees, nor a concession by the United States that its claims are not well founded.

6. To avoid the delay, uncertainty, inconvenience, and expense of protracted litigation of the Covered Conduct, subject to the foregoing, the Parties reach a full and final settlement pursuant to the Terms and Conditions below.

### **III. TERMS AND CONDITIONS**

1. The Corporate Entities and Individuals agree to pay to the United States **\$3,500,000.00** (the "Settlement Amount"). The Parties agree that the Settlement Amount is paid solely for the purpose of settlement of civil claims regarding disputed payments and does not constitute a payment of costs, fees, damages, fines, sanctions, or anything other than such settlement. The Corporate Entities and Individuals agree to pay the Settlement Amount to the United States by electronic funds transfer pursuant to written instructions to be provided by the United States Attorney's Office for the Western District of Oklahoma. The Corporate Entities and Individuals agree to make this electronic funds transfer no later than **30 calendar days** after the Effective Date of this Agreement.

2. In addition to the payment of the Settlement Amount, Corporate Entities and Individuals agree to the following additional terms and conditions:

**A. Dr. Seradge** has voluntarily stopped treating, and billing for services or care provided to, Federal Health Benefit Program beneficiaries and notified the Federal Health Benefit Programs in writing that he has done so. The United States acknowledges that it has received copies of the notifications. Dr. Seradge agrees that for three years following the Effective Date of this Agreement ("the Forbearance Period"), he will not submit or cause to be submitted, directly or indirectly, any claim to any Federal Health Benefit Program for services rendered by him to any beneficiary of a Federal Health Benefit Program. It is understood by the Parties that, during the Forbearance Period, it will be a breach of this Agreement for any Individual, Corporate Entity, or an employee of any Corporate Entity to submit claims or billings to Federal Health Benefit Programs for health care services and items provided by Dr. Seradge. The United States, the Corporate Entities, and Dr. Seradge agree that if a claim is inadvertently submitted to a Federal Health Benefit Program for services provided by him and he becomes aware of, or is notified of such a claim or payment for such a claim, he will, within 15 calendar days of such awareness or notice, both inform the applicable Federal Health Benefit Program and refund any reimbursement for such claim. The United States agrees that the inadvertent submission of a claim to a Federal Health Benefit Program, if refunded as contemplated in this paragraph, will not be a breach of this Agreement. During the Forbearance period, Dr. Seradge agrees not to treat any Federal Health Benefit Program beneficiaries, other than persons who require emergency care, and not to directly or indirectly oversee, supervise, exercise authority over, or participate in the billing and coding of claims submitted to Federal Health Benefit Programs.

**B. Ms. Baer** has voluntarily stopped treating, and billing for services or care provided to, Federal Health Benefit Program beneficiaries and notified the Federal Health Benefit Programs in writing that she has done so. The United States acknowledges that it has received copies of the notifications. During the three-year Forbearance Period, she will not submit or cause to be submitted, directly or indirectly, any claim to any Federal Health Benefit Program for services rendered by her to any beneficiary of a Federal Health Benefit Program. It is understood by the Parties that, during the Forbearance Period, it will be a breach of this Agreement for any Individual, Corporate Entity, or an employee of any Corporate Entity to submit claims or billings to Federal Health Benefit Programs for health care services and items provided by Ms. Baer. The United States, the Corporate Entities, and Ms. Baer agree that if a claim is inadvertently submitted to a Federal Health Benefit Program for services provided by her and she becomes aware of, or is notified of such a claim or payment for such a claim, she will, within 15 calendar days of such awareness or notice, both inform the applicable Federal Health Benefit Program and refund any reimbursement for such claim. The United States agrees that the inadvertent submission of a claim to a Federal Health Benefit Program, if refunded as contemplated in this paragraph, will not be a breach of this Agreement. During the Forbearance period, Ms. Baer agrees not to treat any Federal Health Benefit Program Beneficiaries, other than persons who require emergency care, and not to directly or indirectly oversee, supervise, exercise authority over, or participate in the billing and coding of claims submitted to Federal Health Benefit Programs.

**C.** During the three-year Forbearance Period, **Mr. Oreb** shall not, directly or indirectly, oversee, supervise, or participate, in the billing and coding of

claims submitted to Federal Health Benefit Programs. It is understood by the Parties that Mr. Oreb may work for a physician, health care provider, or other entity in an oversight, supervisory, and/or participatory capacity related to the coding and billing of health care services and items only if:

i. Any such health care services and items are not submitted, directly or indirectly, to Federal Health Benefit Programs for payment or reimbursement; and

ii. Mr. Oreb provides written notification to any physician, health care provider, or other entity for which he works of the limitations on his oversight, supervision, and participation in Federal Health Benefit Programs that are contained in this Agreement.

It is understood that the required written notification shall include a copy of this Agreement.

**D.** During the three-year Forbearance Period, **Ms. Landers** shall not oversee, supervise, or participate, directly or indirectly, in the billing and coding of claims submitted to Federal Health Benefit Programs. It is understood by the Parties that Ms. Landers may work for a physician, health care provider, or other entity in an oversight, supervisory, and/or participatory capacity related to the coding and billing of health care services and items only if:

i. Any such health care services and items are not submitted, directly or indirectly, to Federal Health Benefit Programs for payment or reimbursement; and

ii. Ms. Landers provides written notification to any physician, health care provider, or other entity for which she works of the limitations on her oversight, supervision, and participation in Federal Health Benefit Programs that are contained in this Agreement. It is understood that the required written notification shall include a copy of this Agreement.

**E. Mr. Parker** shall comply with all statutes, regulations, program directives and manuals applicable to the provision of health care services and items to any Federal Health Benefit Programs beneficiary and shall practice as a physician assistant in accordance with Oklahoma law. In addition, Mr. Parker shall not:

- i.** Sign a physician's name to any prescription;
- ii.** Sign a physician's name to any operative report or other medical record without a counter-signature by the doctor for whom Mr. Parker is signing;
- iii.** Instruct or permit office staff and/or patients to refer to him as a doctor or physician;
- iv.** Conduct, provide, or bill for initial evaluation and management reviews of any Federal Health Benefit Program beneficiaries.
- v.** Make an entry or notation on any medical record reflecting the presence of a doctor or physician for a particular medical procedure or evaluation when no such doctor or physician was in fact physically present;
- vi.** Conduct or perform medical procedures for any Federal Health Benefit Programs beneficiary that requires physician supervision unless:
  - a.** The supervising physician is informed before the procedure that he or she is supervising Mr. Parker;
  - b.** The supervising physician signs a written acknowledgment of his/her supervisory role and responsibility for the medical procedure, and said record is included in the patient's medical record;
  - c.** The supervising physician is physically present in the office suite, understood to mean a connected series of rooms used together, at the time of the procedure; and



d. The supervising physician is not the anesthesiologist for the procedure.

F. Corporate Entities shall take reasonable steps to ensure that all of the Individuals employed by the Corporate Entities after the Effective Date of this Agreement comply with the above terms and conditions. Said reasonable steps shall include, at a minimum, an annual written certification (once a year on the anniversary of the Effective Date of this Agreement for a period of three years) to the United States, in care of the United States Attorney's Office for the Western District of Oklahoma, that none of the Individuals are, and since the Effective Date have not been, working for or performing services for the Corporate Entities in a capacity that is inconsistent with or in violation of the terms of this Agreement.

3. Subject to the exceptions in Paragraph III. 5. (concerning excluded claims) below, in consideration of the obligations of the Corporate Entities, Individuals, and Former Employees in this Agreement, the United States hereby releases the Corporate Entities, Individuals, and Former Employees, from any civil claim the United States made, has, or may have had, for or related to 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.

4. Subject to the exceptions in Paragraphs III. 5. (concerning excluded claims) below, in consideration of the obligations of the Corporate Entities, Individuals, and Former Employees in this Agreement, within 35 calendar days of the Effective Date, the United States agrees that the Corporate Entities, Individuals, and Former Employees shall receive non-prosecution letters in the same form and substance as

those provided by the United States Attorney's Office on April 1, 2009, waiving any prosecution of them for Covered Conduct and any acts or omissions related to the Covered Conduct or the United States' investigation thereof (the "Letters").

**5.** Notwithstanding any term of this Agreement, specifically reserved and excluded from the scope and terms of this Agreement as to any entity or person, including Corporate Entities, Individuals, and Former Employees are the following claims of the United States:

**A.** Any civil, criminal, or administrative liability arising under Title 26, U.S. Code (Internal Revenue Code);

**B.** Any criminal liability not released pursuant to the Letters;

**C.** Any administrative liability, including mandatory exclusion from Federal health care programs;

**D.** Any administrative or civil liability to the United States (or its agencies) for any conduct other than the Covered Conduct;

**E.** Any liability based upon such obligations as are created by this Agreement; and

**F.** Any liability for express or implied warranty claims or other claims for defective or deficient products or services, including quality of goods and services.

With the exception of paragraph III.5.C. (concerning administrative liability) above, the United States confirms that it is not currently pursuing any of the foregoing reserved and excluded matters against the Corporate Entities, Individuals, or Former Employees, although the United States expressly reserves, and does not waive or otherwise limit or condition, its right to do so in the future.

6. Corporate Entities, Individuals, and Former Employees waive and shall not assert any defenses they may have to any 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 administrative action. Nothing in this paragraph or any other provision of this Agreement constitutes an agreement by the United States concerning the characterization of the Settlement Amount for purposes of the Internal Revenue laws, Title 26 of the United States Code.

7. Corporate Entities, Individuals, and Former Employees fully and finally release the United States, its agencies, employees, servants, and agents from any claims (including attorney's fees, costs, and expenses of every kind and however denominated) that they have asserted, could have asserted, or may assert in the future against the United States, its agencies, employees, servants, and agents, related to the Covered Conduct and the United States' investigation and prosecution thereof. Specifically excluded from these releases are any claims that Corporate Entities, Individuals, and Former Employees have or may have in the future against the Department of Health and Human Services – Office of Inspector General ("HHS-OIG"), its agents, employees, or representatives, relating in any way to the investigation and the prosecution of the Covered Conduct. Also specifically excluded from these releases are any claims or defenses of any nature that Corporate Entities, Individuals, and Former Employees have or may have in the event the United States pursues any claims that are explicitly excluded from their release of, or reserved with respect to, Corporate Entities, Individuals, and Former Employees.

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 of the Federal Health Benefit Programs, or an intermediary thereof, or any state payer, related to the Covered Conduct; and Corporate Entities and Individuals agree not to resubmit to any of the Federal Health Benefit Programs, carriers, or intermediaries, or any state payer, any previously denied claims related to the Covered Conduct, and agrees not to appeal any such denials of claims.

9. Corporate Entities agree to the following:

A. Unallowable Costs Defined: That all costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47, and in Titles XVIII and XIX of the Social Security Act, 42 U.S.C. §§ 1395-1395hhh and 1396-1396v, and the regulations and official program directives promulgated thereunder) incurred by or on behalf of Corporate Entities, including their present or former officers, directors, employees, shareholders, and agents, in connection with the following shall be "Unallowable Costs" on government contracts and under the Medicare Program, Medicaid Program, TRICARE Program, and FEHBP:

- i. the matters covered by this Agreement;
- ii. the United States' audit(s) and civil investigation(s) of the matters covered by this Agreement;
- iii. Corporate Entities' and Individual's investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and civil investigation in connection with the matters covered by this Agreement (including attorneys' fees);
- iv. the negotiation and performance of this Agreement;

v. the payment Corporate Entities and Individuals make to the United States pursuant to this Agreement, including costs and attorneys' fees; and

**B. Future Treatment of Unallowable Costs:** These Unallowable Costs shall be separately determined and accounted for by Corporate Entities, and Corporate Entities 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 any of the Corporate Entities, including any of their subsidiaries or affiliates, to the Medicare, Medicaid, TRICARE, or FEHBP programs.

**C. Treatment of Unallowable Costs Previously Submitted for Payment:** Corporate Entities further agree that, within 180 days of the Effective Date of this Agreement, they 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 III. 9.) 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 Corporate Entities or any of its subsidiaries or affiliates, and shall request, and agree, that such cost reports, cost statements, information reports, or payment requests, even if already settled, be adjusted to account for the effect of the inclusion of the unallowable costs. Corporate Entities agree that the United States, at a minimum, shall be entitled to recoup from the Corporate Entity claiming such costs 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 Corporate Entities, or any of their subsidiaries or affiliates, on the effect of inclusion of Unallowable Costs (as defined in this Paragraph III. 9.) on Corporate Entities or any of their subsidiaries or affiliates' cost reports, cost statements, or information reports.

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

**10.** This Agreement is intended to be for the benefit of the Parties only. The Corporate Entities and Individuals, and Former Employees do not release any claims against any other person or entity, except to the extent provided for in this Paragraph and Paragraph 11 of this Section III (waiver for beneficiaries paragraph), below.

**11.** Corporate Entities and Individuals agree that they waive and shall not seek payment for any of the health care billings covered by this Agreement from any health care beneficiaries or their parents, sponsors, legally responsible individuals, or third party payors based upon the claims defined as Covered Conduct.

**12.** Corporate Entities, Individuals, and Former Employees warrant that they have reviewed their financial situation and that they are currently solvent within the meaning of 11 U.S.C. §§ 547(b)(3) and 548(a)(1)(B)(ii)(I), and shall remain solvent following payment to the United States of the Settlement Amount. Further, the Parties warrant that, in evaluating whether to execute this Agreement, they (a) have intended

that the mutual promises, covenants, and obligations set forth constitute a contemporaneous exchange for new value given to Corporate Entities, Individuals, and Former Employees within the meaning of 11 U.S.C. § 547(c) (1), and (b) conclude that these mutual promises, covenants, and obligations do, in fact, constitute such a contemporaneous exchange. Further, the Parties warrant that the mutual promises, covenants, and obligations set forth herein are intended to and do, in fact, represent a reasonably equivalent exchange of value that is not intended to hinder, delay, or defraud any entity to which Corporate Entities, Individuals, or Former Employees were or became indebted to on or after the date of this transfer, within the meaning of 11 U.S.C. § 548(a)(1).

**13.** Upon receipt of the Settlement Amount, as described in Paragraph III. 1. above, the United States shall promptly sign and file in the Civil Action a Stipulation of Dismissal with prejudice of the Civil Action pursuant to the terms of the Agreement.

**14.** The United States and, collectively, the Corporate Entities and Individuals, and Former Employees, shall each bear their own legal and other costs incurred in the connection with this matter, including the preparation and performance of this Agreement.

**15.** The United States filed "Notices of Suit" in public records during the pendency of its investigation. The United States agrees to provide executed notices releasing all such Notices of Suit referring to Corporate Entities, Individuals, and Former Employees, within 30 calendar days of the execution of this Settlement Agreement.

**16.** Corporate Entities, Individuals, and Former Employees represent that this Agreement is freely and voluntarily entered into without any degree of duress or compulsion whatsoever.

**17.** This Agreement is governed by the laws of the United States. The Parties agree that the exclusive jurisdiction and venue for any dispute arising between and among the Parties under this Agreement is the United States District Court for the District of Western Oklahoma.

**18.** For purposes of construction, this Agreement shall be deemed to have been drafted by all Parties to this Agreement and shall not, therefore, be construed against any of the Parties for that reason in any subsequent dispute.

**19.** This Agreement constitutes the complete agreement between the Parties relating to the subject matters addressed herein. This Agreement may not be amended except by written consent of the Parties.

**20.** The individuals signing this Agreement on behalf of Corporate Entities represent and warrant that they are authorized by the respective Corporate Entities to execute this Agreement. The United States signatory represents that he is signing this Agreement on behalf of the United States in his official capacity and that he is authorized to execute this Agreement.

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


**22.** This Agreement is binding on Corporate Entities', Individuals', and Former Employees' successors, transferees, heirs, and assigns.

**23.** All parties consent to the disclosure of this Agreement, and information about this Agreement, to the public.

**24.** 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  
JOHN C. RICHTER, UNITED STATES ATTORNEY

DATED: 4/10/09 BY:   
Steve Mullins  
Assistant United States Attorney  
Western District of Oklahoma

Houshang Seradge M.D., P.C., Orthopedic and Reconstructive Center of Oklahoma,  
Hospital for Special Surgery, L.L.C. d/b/a Orthopedic Hospital, Rehab America, Inc.,  
d/b/a The Therapy Center, Tower Day Surgery, Inc., Orthopaedic & Reconstructive  
Center, P.C. d/b/a Orthopedic Institute, f/k/a Houshang Seradge, M.D., Inc.

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
Authorized Representative of Corporate Entities

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
Dr. C.L. Soo

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
Dr. Houshang Seradge

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
P. Denny Oreb

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
Pamela Landers

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
Carrie Baer

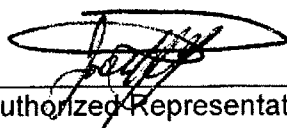
DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
Winfred Parker

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
Authorized Representative of Former Employees

THE UNITED STATES OF AMERICA

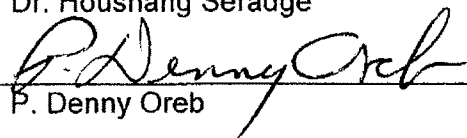
DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
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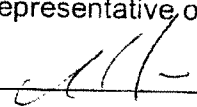
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Authorized Representative of Corporate Entities

DATED: 4-15-09 BY: \_\_\_\_\_  
Dr. C.L. Soo 

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
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Dr. C.L. Soo

DATED: 9/27/09 BY: H. Seradge  
Dr. Houshang Seradge

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
P. Denny Oreb

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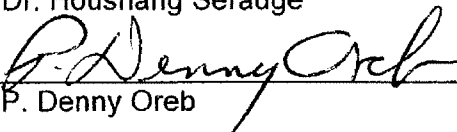
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DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
Dr. C.L. Soo

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
Dr. Houshang Seradge

DATED: \_\_\_\_\_ BY:  \_\_\_\_\_  
P. Denny Oreb

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
Pamela Landers

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
Carrie Baer

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
Winfred Parker

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
Authorized Representative of Former Employees

THE UNITED STATES OF AMERICA

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
Steve Mullins  
Assistant United States Attorney  
Western District of Oklahoma

Houshang Seradge M.D., P.C., Orthopedic and Reconstructive Center of Oklahoma,  
Hospital for Special Surgery, L.L.C. d/b/a Orthopedic Hospital, Rehab America, Inc.,  
d/b/a The Therapy Center, Tower Day Surgery, Inc., Orthopaedic & Reconstructive  
Center, P.C. d/b/a Orthopedic Institute, f/k/a Houshang Seradge, M.D., Inc.

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Dr. C.L. Soo

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Dr. Houshang Seradge

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
P. Denny Oreb

DATED: 4/3/09 BY:   
Pamela Landers

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
Came Baer

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P. Denny Oreb

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
Pamela Landers

X DATED: 5-27-09 BY: Carrie Baer  
Carrie Baer

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
Winfred Parker

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
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Carrie Baer

DATED: 4/13/09 BY: Winfred Parker  
Winfred Parker

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