

SETTLEMENT AGREEMENT

This Settlement Agreement (the “Agreement”) is entered into among the United States of America, acting through the United States Department of Justice and on behalf of the Office of Inspector General (“OIG-HHS”) of the Department of Health and Human Services (“HHS”), the State of New Jersey, acting through the New Jersey State Attorney General, Medicaid Fraud Control Unit (“State of New Jersey”) (collectively, the “Government”), Premier Dental Holdings, Inc. d/b/a Sonrava Health, Element Dental Partners Holdco, LLC (“MADP”), Element Dental Partners, LLC, Mid-Atlantic Dental Services Holdings LLC, and The Jersey Dental Group (collectively, “Defendants”), and Tracy Brannon (“Relator”) (hereafter collectively referred to as “the Parties”), through their authorized representatives.

RECITALS

A. In 2022, Premier Dental Holdings, Inc. d/b/a Sonrava Health, the parent organization of a family of health and wellness companies acquired Element Dental Partners Holdco, LLC (“MADP”), a dental support organization that provides business management and support to dental practices throughout the United States. During the relevant time period (January 1, 2021 through July 31, 2023), MADP managed the Jersey Dental Group, a group of dental practices in New Jersey that treats Medicaid (“NJ FamilyCare”) patients.¹

B. In New Jersey, NJ FamilyCare recipients are eligible for dental care paid under a fee-for-service model or a managed care model. Managed Care Organizations (“MCOs”) offer various insurance plans, which pay fixed amounts to NJ FamilyCare providers for services rendered to their patients. Pursuant to their contract with the State, MCOs are obligated to use a process called “credentialing” before allowing a dentist into their network. The contract defines

¹ The Jersey Dental Group is comprised of five Professional Corporations (“PC”s) operating throughout New Jersey including Mid-Atlantic Dental Partners, NJ, LLC, MADP Browns Mills LLC, MADP Brick LLC, MADP Burlington LLC and MADP Plainfield LLC.

“credentialing” as a “process that follows a systematic and timely approach to the collection and verification of providers’ professional qualifications and the assessment of whether the provider meets professional competence and conduct criteria.” Prior to the completion of the credentialing process, a provider who treats a NJ FamilyCare member does not qualify to receive reimbursement.

C. On April 4, 2023, Relator filed a *qui tam* action in the United States District Court for the District of New Jersey captioned *United States and the State of New Jersey ex rel. Brannon v. Mid-Atlantic Dental Services Holdings LLC, et al.*, No. 1:23-cv-01931, pursuant to the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b), and the New Jersey False Claims Act, N.J. Stat. Ann. § 2A:32C-1 *et seq.* (the “Civil Action”).

D. The Government contends that Defendants submitted or caused the submission of claims for payment to the New Jersey Medicaid Program, 42 U.S.C. §§ 1396-1396w-5 (“Medicaid”), in violation of the Federal False Claims Act, 31 U.S.C. §§ 3729-3733, and the New Jersey False Claims Act, N.J. Stat. Ann. § 2A:32C-1 *et seq.*

E. The Government contends that it has certain civil claims against Defendants arising from the submission of claims for (a) services that were performed by providers who were not credentialed with NJ FamilyCare or the applicable MCO, but billed for by using the National Provider Identifiers (“NPIs”) of dentists who did not perform the services but were credentialed with NJ FamilyCare or the applicable MCO; or (b) services that were performed and billed by a provider that was not credentialed with NJ FamilyCare or the applicable MCO at the time the service was rendered and billed. These claims were submitted under the NPIs of dentists affiliated with Jersey Dental Group during the period from January 1, 2021 through July 31, 2023. That conduct is referred to below as the “Covered Conduct.”

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

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

TERMS AND CONDITIONS

1. Defendants shall pay to the Government collectively, the sum of Five Hundred Forty Thousand Dollars (\$540,000.00) ("Settlement Amount"), and interest on the Settlement Amount at a rate of 4.25% per annum from the Effective Date of this Agreement, of which Two Hundred Seventy Thousand Dollars (\$270,000.00) is restitution, as follows:

a. Defendants shall pay to the United States the sum of Two Hundred Seventy Thousand Dollars (\$270,000.00) (the "Federal Settlement Amount"), of which One Hundred Thirty-Five Thousand Dollars (\$135,000.00) is federal restitution (the "Federal Restitution Amount"), by electronic funds transfer pursuant to written instructions to be provided by the United States Attorney's Office for the District of New Jersey.

- i. Within thirty (30) days after the Effective Date of this Agreement, Defendants will pay to the United States Ninety Thousand Dollars (\$90,000.00).
- ii. Over the period of one (1) year from the Effective Date of this Agreement, Defendants will pay to the United States the remaining Federal Settlement Amount of One Hundred Eighty Thousand Dollars (\$180,000.00), plus interest of 4.25% per annum, pursuant to the payment schedule attached as Attachment A (the "Payments Over Time").

b. Defendants shall pay to the State of New Jersey the sum of Two Hundred Seventy Thousand Dollars (\$270,000.00) (the “State Settlement Amount”), of which One Hundred Thirty-Five Thousand Dollars (\$135,000.00) represents state restitution (the State Restitution Amount), pursuant to written instructions provided by the Office of the Attorney General for the State of New Jersey.

- i. Within thirty (30) days after the Effective Date of this Agreement, Defendants will pay to the State of New Jersey Ninety Thousand Dollars (\$90,000.00).
- ii. Over the period of one (1) year from the Effective Date of this Agreement, Defendants will pay to the State of New Jersey the remaining State Settlement Amount of One Hundred Eighty Thousand Dollars (\$180,000.00), plus interest of 4.25% per annum, pursuant to the payment schedule attached as Attachment A (the “Payments Over Time”).

c. Interest shall accrue on the unpaid Settlement Amount as indicated in Attachment A. Collectively, the Settlement Amount and interest received by the Government shall be referred to as the Settlement Payments.

d. If Defendants or any of its affiliates are sold, merged, or transferred, or a significant portion of the assets of Defendants or any of its affiliates are sold, merged, or transferred into another non-affiliated entity, Defendants shall promptly notify the United States and the State of New Jersey, and all remaining payments owed pursuant to the Settlement Agreement shall be accelerated and become immediately due and payable.

e. The Settlement Amount may be prepaid at any time, in whole or in part, without penalty or premium.

2. Conditioned upon the Government receiving the Settlement Amount, the United States and the State of New Jersey shall each pay Forty-Seven Thousand Two Hundred Fifty Dollars (\$47,250.00) (collectively, Ninety-Four Thousand, Five Hundred Dollars (\$94,500.00)), representing 17.5 percent of the Settlement Amount, to Relator (“Relator’s Share”). The United States shall pay Relator by electronic funds transfer; and the State of New Jersey will issue a certified check as soon as feasible after receipt of the payments.

3. Defendants shall pay One Hundred Fifty Thousand Dollars (\$150,000) to Relator as expenses, attorneys’ fees, and costs, as contemplated by 31 U.S.C. § 3730(d) and comparable provisions of any applicable state statutes, pursuant to written instructions to be provided by Relator’s counsel no later than thirty (30) days after the Effective Date of this Agreement, as indicated in Attachment A.

4. Subject to the exceptions in Paragraph 6 (concerning reserved claims) below, and subject to Paragraph 16 (concerning default), and Paragraph 17 (concerning bankruptcy) below, and upon the Government’s receipt of the Settlement Amount plus interest due under Paragraph 1, the Government releases Defendants from any civil or administrative monetary claim the Government 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; the New Jersey False Claims Act, N.J. Stat. Ann. § 2A:32C-1, *et seq.*, or the common law theories of payment by mistake, unjust enrichment, and fraud.

5. Subject to the exceptions in Paragraph 6 (concerning reserved claims) below, and subject to Paragraph 16 (concerning default), and Paragraph 17 (concerning bankruptcy) below, and upon the Government’s receipt of the Settlement Amount plus interest due under Paragraph 1, Relator, for herself and for her heirs, successors, attorneys, agents, and assigns, irrevocably and unconditionally waives, fully and finally releases and forever discharges Defendants,

together with their current or former officers, heirs, successors, attorneys, agents, and assigns from:

- a. any civil monetary claim the Relator has on behalf of the United States and the State of New Jersey for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733 and the New Jersey False Claims Act, N.J. State. Ann. § 2A:32C-1 *et seq.*; and
- b. all attorneys' expenses, fees, and costs under 31 U.S.C. § 3730(d)

That Relator has asserted, could have asserted, or may assert in the future against Defendants, related to the Covered Conduct and Relator's investigation and prosecution thereof.

6. Notwithstanding the releases given in Paragraph 4 of this Agreement, or any other term of this Agreement, the following claims and rights of the Government 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 or permissive exclusion from Federal health care programs;
- d. Any liability to the Government (or its agencies) for any conduct other than the Covered Conduct;
- e. Any liability based upon obligations created by this Agreement;
- f. Any liability of individuals;
- g. Any liability for express or implied warranty claims or other claims for defective or deficient products or services, including quality of goods and services; and

- i. Any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct;

7. Relator and her heirs, successors, attorneys, agents, and assigns shall not object to this Agreement but agree and confirm that this Agreement is fair, adequate, and reasonable under all the circumstances, pursuant to 31 U.S.C. § 3730(c)(2)(B). Conditioned upon Relator's receipt of the Relator's Share, Relator and her heirs, successors, attorneys, agents, and assigns fully and finally release, waive, and forever discharge the Government, 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 or N.J. Stat. Ann. § 2A:32C-1, *et seq.*, and from any claims to a share of the proceeds of this Agreement and/or the Civil Action.

8. Relator, for herself, and for her heirs, successors, attorneys, agents, and assigns, releases Defendants, and its officers, agents, and employees, from any liability to Relator arising from the filing of the Civil Action, or under 31 U.S.C. § 3730(d) or N.J. Stat. Ann. § 2A:32C-1, *et seq.* for expenses or attorneys' fees and costs.

9. Defendants waive and shall not assert any defenses Defendants 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.

10. Defendants fully and finally release the Government, its agencies, officers, agents, employees, and servants, from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that Defendants have asserted, could have asserted, or may assert in the future against the Government, its agencies, officers, agents, employees, and

servants, related to the Covered Conduct or the Government's investigation or prosecution thereof.

11. Defendants fully and finally release the Relator from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that Defendants have asserted, could have asserted, or may assert in the future against the Relator, related to the Covered Conduct and the Relator's investigation and prosecution thereof.

12. 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), NJ FamilyCare MCO, or any state payer, related to the Covered Conduct; and Defendants agree not to resubmit to any Medicare contractor, NJ FamilyCare MCO, or any state payer any previously denied claims related to the Covered Conduct, agrees not to appeal any such denials of claims, and agrees to withdraw any such pending appeals.

13. 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 Defendants, its present or former officers, directors, employees, shareholders, and agents in connection with:

- (1) the matters covered by this Agreement;
- (2) the Government's audit(s) and civil investigation(s) of the matters covered by this Agreement;
- (3) Defendant's investigation, defense, and corrective actions undertaken in response to the Government's audit(s) and civil investigation(s) in

connection with the matters covered by this Agreement (including attorneys' fees);

- (4) the negotiation and performance of this Agreement; and
- (5) the payments Defendants make to the Government pursuant to this Agreement and any payments that Defendants may make to Relator, including costs and attorneys' fees;

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 Defendants, and Defendants shall not charge such Unallowable Costs directly or indirectly to any contracts with the Government 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 Defendants or any of its subsidiaries or affiliates to the Medicare, Medicaid, TRICARE, or FEHBP Programs.

c. Treatment of Unallowable Costs Previously Submitted for Payment: Defendants further agree that within 90 days of the Effective Date of this Agreement it shall identify to applicable Medicare and TRICARE fiscal intermediaries, carriers, and/or contractors, and Medicaid and FEHBP fiscal agents, any Unallowable Costs (as defined in this paragraph) included in payments previously sought from the Government, 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 Defendants 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. Defendants agree that the Government, at a minimum, shall be entitled to recoup from Defendants 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 Government pursuant to the direction of the Department of Justice and/or the affected agencies. The Government reserves its rights to disagree with any calculations submitted by Defendants or any of its subsidiaries or affiliates on the effect of inclusion of Unallowable Costs (as defined in this paragraph) on Defendants or any of its subsidiaries or affiliates' cost reports, cost statements, or information reports.

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

14. This Agreement is intended to be for the benefit of the Parties. The Parties do not release any claims against any other person or entity, except to the extent provided for in Paragraph 15 (waiver for beneficiaries paragraph), below.

15. Defendants 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.

16. In the event that Defendants fail to pay the Settlement Amount as provided in the payment schedule set forth in Paragraph 1 above, Defendants shall be in Default of its payment obligations ("Default").

a. The Government will provide a written Notice of Default, and Defendants 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 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 each Defendant, or to such other representative as they shall designate in advance in writing. If Defendants fail to cure the Default within seven (7) calendar days of receiving the Notice of Default and in the absence of an agreement with the Government 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 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, Defendants agree that the Government, 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 Defendants for the claims that would otherwise be covered by the releases provided in Paragraph 4 above, with any recovery reduced by the amount of any payments previously made by Defendants to the Government 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 Defendants and/or affiliated companies by any department, agency, or agent of the Government 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 Government 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 Government pursues a collection action, Defendants agree immediately to pay the Government 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 Government's reasonable attorneys' fees and expenses incurred in such an action. In the event that the Government opts to rescind this Agreement pursuant to this paragraph, 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 Government against Defendants 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 the Effective Date of this Agreement. Defendants agree not to contest any offset, recoupment, and /or collection action undertaken by the Government pursuant to this paragraph, either administratively or in any state or federal court, except on the grounds of actual payment to the Government.

c. In the event of Uncured Default, OIG-HHS may exclude Defendants from participating in all Federal health care programs until it pays the Settlement Amount, with interest, as set forth above ("Exclusion for Default"). OIG-HHS will provide written notice of any such exclusion to Defendants. Defendants waive any further notice of the exclusion under 42 U.S.C. § 1320a-7(b)(7), and agree 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, Defendants wish to apply for reinstatement, they must submit a written request for reinstatement to OIG-HHS in accordance with the provisions of 42 C.F.R. §§ 1001.3001-.3005. Defendants 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.

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

a. Defendants have reviewed their financial situation and warrants 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 payment to the Government 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 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 Defendants are or become 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 Defendants' 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, Defendants or a third party commence a case, proceeding, or other action under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors seeking any order for relief of Defendants' debts, or to adjudicate Defendants as bankrupt or insolvent; or seeking appointment of a receiver, trustee, custodian, or other similar official for Defendants or for all or any substantial part of Defendants' assets:

- i. the Government may rescind the releases in this Agreement and bring any civil and/or administrative claim, action, or proceeding against

Defendants for the claims that would otherwise be covered by the releases provided in Paragraph 4 above;

- ii. the Government has an undisputed, noncontingent, and liquidated allowed claim against Defendants in the amount of \$540,000, less any payments received pursuant to Paragraph 1 of this Agreement, provided, however, that such payments are not otherwise avoided and recovered from the Government by Defendants, a receiver, trustee, custodian, or other similar official for Defendants;

f. Defendants agree that any civil and/or administrative claim, action, or proceeding brought by the Government under Paragraph 17.e is not subject to an “automatic stay” pursuant to 11 U.S.C. § 362(a) because it would be an exercise of the Government’s police and regulatory power. Defendants shall not argue or otherwise contend that the Government’s 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). 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 Government within 120 days of written notification to Defendants that the releases have been rescinded pursuant to this paragraph, except to the extent such defenses were available on the Effective Date of this Agreement.

18. Upon receipt of the payment described in Paragraph 1, above, the Parties shall promptly sign and file in the Civil Action a Joint Stipulation of Dismissal of the Civil Action pursuant to Rule 41(a)(1).

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 jurisdiction and 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.

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 represents 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 Defendants' successors, transferees, heirs, and assigns.

26. This Agreement is binding on Relator's successors, transferees, heirs, and assigns.

27. All Parties consent to the Government's disclosure of this Agreement, and information about this Agreement, to the public.

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

THE UNITED STATES OF AMERICA

ALINA HABBA
UNITED STATES ATTORNEY

DATED: _____

BY: _____
ROBERT L. TOLL
Assistant United States Attorney
District of New Jersey

DATED: 6/10/25

BY: **SUSAN**
GILLIN


SUSAN E. GILLEN
Assistant Inspector General for Legal Affairs
Office of Counsel to the Inspector General
Office of Inspector General
U.S. Department of Health and Human Services

Digitally signed by SUSAN
GILLIN
Date: 2025.06.10 10:56:58
-04'00'

THE STATE OF NEW JERSEY

MATTHEW J. PLATKIN
ATTORNEY GENERAL FOR THE STATE OF NEW
JERSEY

DATED: 6/25/2025

BY: 
AL GARCIA
Interim Insurance Fraud Prosecutor
Office of the Attorney General
State of New Jersey

DATED: _____

BY: _____
GREGORY WOODS
Assistant Commissioner
Division of Medical Assistance and Health Services
Department of Human Services

THE STATE OF NEW JERSEY

MATTHEW J. PLATKIN
ATTORNEY GENERAL FOR THE STATE OF NEW
JERSEY

DATED: _____


BY: _____
AL GARCIA
Interim Insurance Fraud Prosecutor
Office of the Attorney General
State of New Jersey

DATED: 6/23/2025


BY: *Gregory Woods*
GREGORY WOODS
Assistant Commissioner
Division of Medical Assistance and Health Services
Department of Human Services

DEFENDANTS

DATED: 6/4/2025

BY: 
PREET TAKKAR, CEO
Premier Dental Holdings, Inc.

DATED: 05/29/2025

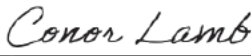
BY: 
MISA K. EIRITZ
Manatt, Phelps & Phillips, LLP
Counsel for Defendants

TRACY BRANNON - RELATOR

DATED: 06/05/2025

BY: 
TRACY BRANNON

DATED: 6/5/2025

BY: 
CONOR LAMB
Kline & Specter, PC
Counsel for Tracy Brannon

ATTACHMENT A

Amount due to United States

| Payment Due Date | Payment Due | 4.25% Interest | Principal | Balance |
|--------------------------------|---------------------|-----------------------|---------------------|----------------|
| | | | | \$270,000.00 |
| 30 days from Effective Date | \$90,000.00 | -- | \$90,000.00 | \$180,000.00 |
| Six months from Effective Date | \$93,856.44 | \$3,856.44 | \$90,000.00 | \$90,000.00 |
| One year from Effective Date | \$91,896.78 | \$1,896.78 | \$90,000.00 | -- |
| Total | \$275,753.22 | \$5,753.22 | \$270,000.00 | -- |

Amount due to State of New Jersey

| Payment Due Date | Payment Due | 4.25% Interest | Principal | Balance |
|--------------------------------|---------------------|-----------------------|---------------------|----------------|
| | | | | \$270,000.00 |
| 30 days from Effective Date | \$90,000.00 | -- | \$90,000.00 | \$180,000.00 |
| Six months from Effective Date | \$93,856.44 | \$3,856.44 | \$90,000.00 | \$90,000.00 |
| One year from Effective Date | \$91,896.78 | \$1,896.78 | \$90,000.00 | -- |
| Total | \$275,753.22 | \$5,753.22 | \$270,000.00 | -- |

Amount due to Relator

| Payment Due Date | Payment Due | Principal | Balance |
|-----------------------------|--------------------|------------------|----------------|
| 30 days from Effective Date | \$150,000.00 | \$150,000.00 | -- |