SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into among the United States of America, acting through the United States Department of Justice and on behalf of the Office of Inspector General ("OIG-HHS") of the Department of Health and Human Services ("HHS"), the Department of Veterans Affairs, Veterans Health Administration ("VA"), and the Defense Health Agency ("DHA"), acting on behalf of the TRICARE program (collectively, the "United States"); the State of Michigan ("Michigan"); McLaren Health Care Corporation, Caro Community Hospital, McLaren Flint, McLaren – Central Michigan, McLaren Northern Michigan, Huron Memorial Hospital, McLaren Bay Region, McLaren Lapeer Region, McLaren Oakland, McLaren Port Huron, McLaren Bay Special Care, McLaren – Greater Lansing, McLaren – Macomb, and McLaren Medical Group (collectively "McLaren"); and William Ball ("Relator") (hereafter collectively referred to as "the Parties"), through their authorized representatives.

RECITALS

A. McLaren is a domestic corporation incorporated under the laws of the State of Michigan. McLaren operates numerous hospitals, ambulatory surgery centers, imaging centers, among other healthcare facilities and organizations, that charge services to Medicare, Medicaid, and TRICARE, among other federal healthcare programs.

B. Relator filed a qui tam action in the United States District Court for the Eastern District of Michigan, captioned *United States of America and State of Michigan ex rel. Ball v. McLaren Health Care Corporation, et al.*, Case No. 20-11700, pursuant to the qui tam provisions of the False Claims Act, 31 U.S.C. § 3730(b) and the Michigan Medicaid False Claim Act, M.C.L. §400.610a (the "Civil Action").

C. The United States and the State of Michigan (collectively the "Governments") contend that McLaren submitted or caused to be submitted claims for payment to the Medicare Program, Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395lll ("Medicare"); the Medicaid Program, 42 U.S.C. §§ 1396-1396w-5 ("Medicaid"); the TRICARE Program, 10 U.S.C. §§ 1071-1110b ("TRICARE"); the VA, 38 U.S.C. Chapter 17, and managed care programs for Medicare and Medicaid (collectively the "federal programs").

D. The Governments contend that they have certain civil claims against McLaren arising from the knowing failure to timely repay overpayments from the federal programs during the period from January 1, 2016 through June 18, 2021. That conduct is referred to below as the "Covered Conduct."

E. This Settlement Agreement is neither an admission of liability by McLaren nor a concession by the Governments that their claims are not well founded. McLaren denies the Governments' allegations.

E. Relator claims entitlement under 31 U.S.C. § 3730(d) and M.C.L. § 400.610a 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. McLaren agrees to pay to the United States $1,581,544.99, ("U.S. Settlement Amount"), of which $790,772.50 is restitution. McLaren shall be given a credit of $790,772.50 for prior payments. The remaining balance of $790,772.49 shall be paid no later than 21 days after the Effective Date of this Agreement by electronic funds transfer pursuant to written

instructions to be provided by the United States Attorney's Office for the Eastern District of Michigan.

McLaren agrees to pay to Michigan $318,455.01, ("Michigan Settlement Amount"), of which $159,227.51 is restitution. McLaren shall be given a credit of $159,227.51 for prior payments. The remaining balance of $159,227.50 shall be paid no later than 21 days after the Effective Date of this Agreement by electronic funds transfer pursuant to written instructions to be provided.

The total amount to be paid to the United States and Michigan ($1,900,000.00) is referred as the "Settlement Amount."

2. Conditioned upon the United States receiving the U.S. Settlement Amount and as soon as feasible after receipt, the United States shall pay $284,678.10 to Relator by electronic funds transfer.

Conditioned upon Michigan receiving the Michigan Settlement Amount and as soon as feasible after receipt, Michigan shall pay $57,321.90 to Relator by electronic funds transfer.

The total amount to be paid to Relator by the United States and Michigan ($342,000.00) is referred as the "Relator's Share."

3. McLaren and Relator have entered into a separate agreement that McLaren will pay a total of $300,000.00 for Relator's attorneys' fees and costs pursuant to 31 U.S.C. § 3730(d), which is referred as the "Statutory Attorneys' Fees." McLaren shall pay these Statutory Attorneys' Fees to Relator's counsel, via electronic fund transfer pursuant to written instruction provided by Relator's counsel, within 21 days after the Effective Date of this Agreement. Upon receipt of the Statutory Attorneys' Fees, Relator fully and finally releases McLaren, together with its current and former parent corporations; direct and indirect subsidiaries; brother or sister corporations; divisions; current or former corporate owners; and the corporate successors and

assigns of any of them, from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that Relator has asserted, could have asserted, or may assert in the future against McLaren, related to the Covered Conduct and the investigation and prosecution thereof.

4. Subject to the exceptions in Paragraph 6 (concerning reserved claims) below, and upon the receipt of their respective Settlement Amounts, the United States and Michigan release McLaren, together with its current and former parent corporations; direct and indirect subsidiaries; brother or sister corporations; divisions; current or former corporate owners; and the corporate successors and assigns of any of them, from any civil or administrative monetary claim 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 Administrative False Claims Act, 31 U.S.C. §§ 3801-3812; the Michigan Medicaid False, Claim Act, M.C.L. §§ 400.601-615, or the common law theories of payment by mistake, unjust enrichment, and fraud.

5. Subject to the exceptions in Paragraph 6 below, and upon the receipt of the Settlement Amount, Relator, for himself and for his heirs, successors, attorneys, agents, and assigns, releases McLaren, together with its current and former parent corporations; direct and indirect subsidiaries; brother or sister corporations; divisions; current or former corporate owners; and the corporate successors and assigns of any of them, from any civil monetary claim the Relator has on behalf of the United States and Michigan for the Covered Conduct under the False Claims Act and the Michigan Medicaid False Claim Act.

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 Governments 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 Governments for any conduct other than the Covered Conduct;

e. Any liability based upon obligations created by this Agreement;

f. Any liability of individuals;

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

h. Any liability for failure to deliver goods or services due; and

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

7. Relator and his 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) and M.C.L. § 400.610a(5)(b). Conditioned upon the Relator's receipt of the Relator's Share, Relator and his heirs, successors, attorneys, agents, and assigns fully and finally release, waive, and forever discharge the United States and Michigan, their agencies, officers, agents, employees, and servants, from any claims arising from the filing of the Civil Action or under 31 U.S.C. § 3730 and M.C.L. § 400.610a, and from any claims to a share of the proceeds of this Agreement and/or the Civil Action.

8. Conditioned upon Relator's receipt of the Statutory Attorneys' Fees, Relator, for himself and for his heirs, successors, attorneys, agents, and assigns, releases McLaren, together

with its current and former parent corporations; direct and indirect subsidiaries; brother or sister corporations; divisions; current or former corporate owners, directors, officers, and employees; and the corporate successors and assigns of any of them, from any liability to Relator arising from the filing of the Civil Action, or under 31 U.S.C. § 3730(d) and M.C.L. § 400.610a for expenses or attorneys' fees and costs.

9. McLaren waives and shall not assert any defenses it 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. McLaren fully and finally releases the Governments, their agencies, officers, agents, employees, and servants, from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that McLaren has asserted, could have asserted, or may assert in the future against the Governments, their agencies, officers, agents, employees, and servants, related to the Covered Conduct or the investigation or prosecution thereof.

11. McLaren fully and finally releases the Relator, his heirs, successors, attorneys, agents, and assigns, from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that McLaren has asserted, could have asserted, or may assert in the future against the Relator, his heirs, successors, attorneys, agents, and assigns, 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 contractor (e.g., Medicare Administrative Contractor, fiscal intermediary, carrier) or any state payer, related to the Covered Conduct; and McLaren agrees not to resubmit to any contractor 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. McLaren agrees to repay its good faith estimate of reimbursements it received related to Unallowable Costs identified prior to execution of this Agreement. Those costs are not covered by this Agreement. In regard to any other Unallowable Costs, McLaren agrees to the following:

a. Unallowable Costs Defined: All costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47; and in Titles XVIII and XIX of the Social Security Act, 42 U.S.C. §§ 1395-1395lll and 1396-1396w-5; and the regulations and official program directives promulgated thereunder) incurred by or on behalf of McLaren, its present or former officers, directors, employees, shareholders, and agents in connection with:

(1) the matters covered by this Agreement;

(2) the audit(s) and civil investigation(s) of the matters covered by this Agreement;

(3) McLaren's investigation, defense, and corrective actions undertaken in response to the 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 payment McLaren makes pursuant to this Agreement and any payments that McLaren 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 McLaren, and McLaren 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 McLaren or any of its subsidiaries or affiliates to the Medicare, Medicaid, or TRICARE Programs.

c. Treatment of Unallowable Costs Previously Submitted for Payment: McLaren further agrees that within 90 days of the Effective Date of this Agreement it shall identify to applicable Medicare and TRICARE fiscal intermediaries, carriers, and/or contractors, and Medicaid 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 McLaren 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. McLaren agrees that the United States, at a minimum, shall be entitled to recoup from McLaren 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 McLaren or any of its subsidiaries or affiliates on the effect of inclusion of Unallowable Costs (as defined in this paragraph) on McLaren 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 to audit, examine, or re-examine McLaren'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 only. The Parties do not release any claims against any other person or entity, except to the extent provided for in Paragraphs 4, 5, 7, 8, 10, 11, and 15.

15. McLaren agrees that it waives and shall not seek payment for any of the health care billings covered by this Agreement from any health care beneficiaries or their parents, sponsors, legally responsible individuals, or third-party payors based upon the claims defined as Covered Conduct.

16. Upon receipt of the payments described in Paragraphs 1 and 3, 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).

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

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

19. 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 Eastern District of Michigan. 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.

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

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

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

23. This Agreement is binding on McLaren's successors, transferees, heirs, and assigns.

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

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

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

THE UNITED STATES OF AMERICA

DATED: 6/12/2026 BY: ______________________

John Postulka
Assistant United States Attorney
Eastern District of Michigan

DATED: __________ BY: SPENCER TURNBULL Digitally signed by SPENCER TURNBULL Date: 2026.06.10 13:49:18 -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

DATED: __________ BY: ______________________

Salvatore M. Maida
General Counsel
Defense Health Agency
United States Department of War

THE UNITED STATES OF AMERICA

DATED: __________ BY: ______________________________

John Postulka
Assistant United States Attorney
Eastern District of Michigan

DATED: __________ BY: ______________________________

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

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DATED: 6/9/2026 BY: ______________________________

For Salvatore M. Maida
General Counsel
Defense Health Agency
United States Department of War

STATE OF MICHIGAN

DATED: 06/17/2026 BY:

Timothy Erickson
Assistant Attorney General
Health Care Fraud Division
Michigan Department of Attorney General

DATED: 6/17/26 BY:

Meghan E. Groen
Chief Deputy Director
Health Services
Michigan Department of Health and Human Services

MCLAREN

DATED: 6/11/2026 BY: ______________________

Name: GREGORY R. LANE

McLaren Authorized Representative

DATED: June 11, 2026 BY: ______________________

Louis P. Gabel
Jones Day
Counsel for McLaren

DATED: June 11, 2026 BY: Kristen P. McDonald / signed with consent

Kristen P. McDonald
Jones Day
Counsel for McLaren

RELATOR

DATED: 6-11-26 BY: William Ball

William Ball

DATED: 6-11-2026 BY: Brandon L Peak

Brandon L. Peak
Peak Wooton McDaniel & Colwell LLP
Counsel for Ball