

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), and the United States Department of Veteran’s Affairs (VA) (collectively, the “United States”); the West Virginia Attorney General’s Office (“WVAGO”), Bureau for Medical Services (“BMS”), on behalf of the West Virginia Medicaid Program, and the West Virginia Medicaid Fraud Control Unit (collectively “State of West Virginia”); and West Virginia Sleep Centers, LLC (hereafter collectively referred to as "the Parties"), through their authorized representatives.

RECITALS

A. West Virginia Sleep Centers, LLC (“WVSC”) is a West Virginia limited liability company offering services to the public as a clinical sleep laboratory with one location in Beckley, West Virginia.

B. The United States contends that WVSC submitted or caused to be submitted claims for payment to the Department of Veterans Affairs, Veterans Health Administration, 38 U.S.C. Chapter 17, and the Medicaid Program, 42 U.S.C. §§ 1396-1396w-5 (“Medicaid”).

C. The United States contends that it has certain civil claims against WVSC arising from its submission of claims for payment to Medicaid and the Veterans Administration Community Health program for sleep studies and polysomnogram reports billed using CPT Codes 95810 and 95811, with and without modifier 26, that were

prepared and signed by unqualified, non-physician staff during the period from January 1, 2016 through January 9, 2020. That conduct is referred to below as the Covered Conduct.

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

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

TERMS AND CONDITIONS

1. WVSC shall pay to the United States \$120,000.00 (Settlement Amount), of which \$38,805.62 is VA restitution and \$21,194.38 is Medicaid restitution, by electronic funds transfer no later than 20 days after the Effective Date of this Agreement pursuant to written instructions to be provided by the United States Attorney's Office for the Southern District of West Virginia.

2. Subject to the exceptions in Paragraph 3 (concerning reserved claims) below, and conditioned upon the United States' receipt of the Settlement Amount, the United States and the State of West Virginia release WVSC from any civil or administrative monetary claim the United States or the State of West Virginia has for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733; the Administrative False Claims Act, 31 U.S.C. §§ 3801-3812; or the common law theories of payment by mistake, unjust enrichment, and fraud or Civil Remedies under W.Va. Code § 9-7-6.

3. Notwithstanding the release given in Paragraph 2 of this Agreement, or any other term of this Agreement, the following claims and rights of the United States are specifically reserved and are not released:

- a. Any liability arising under Title 26, U.S. Code (Internal Revenue Code);
- b. Any liability arising under West Virginia Code § 11-1-1, et seq.;
- c. Any criminal liability;
- d. Except as explicitly stated in this Agreement, any administrative liability or enforcement right, including mandatory or permissive exclusion from Federal health care programs;
- e. Any liability to the United States (or its agencies) or the State of West Virginia (or its agencies) for any conduct other than the Covered Conduct;
- 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;
- g. Any liability for violations of the West Virginia Consumer Credit and Protection Act, W.Va. Code §§ 46A-1-101, et seq., or claims of public nuisance;
- h. Any violations of the West Virginia Antitrust Act, W.Va. Code §§ 47-18-1, et seq.;
- i. Any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct;
- j. Any liability of individuals;

k. Any liability based upon obligations created by this Agreement, including but not limited to claims to enforce the terms and conditions of this Agreement.

4. WVSC waives and shall not assert any defenses WVSC 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.

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

6. 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), VA contractor, or any state payer, related to the Covered Conduct; and WVSC agrees not to resubmit to any Medicare contractor, VA 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.

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

- (1) the matters covered by this Agreement;
- (2) the United States' audit(s) and investigation(s) of the matters covered by this Agreement;
- (3) WVSC's investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and 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 WVSC 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: If applicable, Unallowable Costs will be separately determined and accounted for by WVSC, and WVSC shall not charge such Unallowable Costs directly or indirectly to any contract 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 WVSC or any of its subsidiaries or affiliates to the Medicare, Medicaid, or VA Programs.

c. Treatment of Unallowable Costs Previously Submitted for Payment:

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

8. WVSC agrees to cooperate fully and truthfully with the United States' investigation of individuals and entities not released in this Agreement. Upon reasonable notice, WVSC shall encourage, and agrees not to impair, the cooperation of its directors, officers, and employees, and shall use its best efforts to make available, and encourage, the cooperation of former directors, officers, and employees for interviews and testimony, consistent with the rights and privileges of such individuals. Nothing in this Agreement shall be construed to require WVSC to waive attorney-client or work-product protections.

9. 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 10 (waiver for beneficiaries paragraph), below.

10. WVSC 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.

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

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

13. 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 Southern District of West Virginia. 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.

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

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

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

17. This Agreement is binding on WVSC's successors, transferees, heirs, and assigns.

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

19. 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.

WEST VIRGINIA SLEEP CENTERS, LLC - DEFENDANT

DATED: 6/22/26

BY: 
Omar K. Hassan

Its: Sleep Specialist/Owner

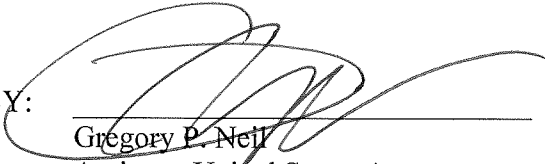
DATED: 6/22/26

BY: 
Gabriele Wohl, Esq.
Bowles Rice LLP
Counsel for WVSC

THE UNITED STATES OF AMERICA

DATED: 6/22/26

BY: _____


Gregory P. Nell
Assistant United States Attorney
Southern District of West Virginia

DATED: 6/23/26

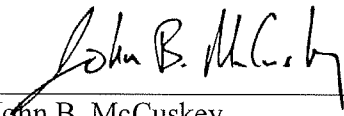
BY: _____


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

THE STATE OF WEST VIRGINIA

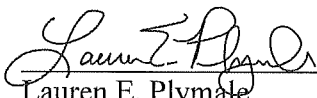
DATED: 6/22/2026

BY: _____


John B. McCuskey
West Virginia Attorney General

DATED: 6/22/2026

BY: _____


Lauren E. Plymale
Director
Office of the West Virginia Attorney General
Medicaid Fraud Control Unit

DATED: _____

BY: _____

Christy Donohue
Commissioner
West Virginia Department of Human Services
Bureau for Medical Services

THE UNITED STATES OF AMERICA

DATED: _____

BY: _____
Gregory P. Neil
Assistant United States Attorney
Southern District of West Virginia

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

THE STATE OF WEST VIRGINIA

DATED: _____

BY: _____
John B. McCuskey
West Virginia Attorney General

DATED: _____

BY: _____
Lauren E. Plymale
Director
Office of the West Virginia Attorney General
Medicaid Fraud Control Unit

DATED: 6/22/26

BY: GARY L. KNIGHT
Gary L. Knight, DEPUTY COMMISSIONER FOR
Christy Donohue
Commissioner
West Virginia Department of Human Services
Bureau for Medical Services