

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 of the Department of Health and Human Services (“OIG-HHS”), the Defense Health Agency (“DHA”), including acting on behalf of the TRICARE Program, and the United States Department of Veteran Affairs (“VA”) (collectively, the “United States”); Shire Holdings US AG (“SHUSAG”), Shire Pharmaceuticals LLC (“Shire Pharmaceuticals”), and Shire Regenerative Medicine LLC (“SRM”) (collectively, “Shire”); and Brian Vinca, Jennifer Staup Sweeney, Mark J. Harvey, Joseph J. Medolla, E. Daniel Petty, Christopher Allen Bell, Kyle Lee Richardson, Tara Lynn Denney, Heather G. Webb, and Antonio S. Montecalvo (each a “Relator” and collectively, “Relators”), through their authorized representatives (all of the above collectively referred to as the “Parties”).

RECITALS

A. SHUSAG, a Delaware corporation with its principal place of business in Pennsylvania, through its direct and indirect subsidiaries, is a biotechnology company conducting business throughout the United States. SRM, a Delaware company with a principal place of business in Massachusetts, is a subsidiary of Shire plc, an international biotechnology company headquartered in Ireland. Shire Pharmaceuticals LLC, formerly Shire Pharmaceuticals, Inc., is a Delaware company with its principal place of business in Massachusetts. At the time of the Covered Conduct (defined below), SHUSAG was a parent company of SRM and Shire Pharmaceuticals.

B. Advanced BioHealing, Inc., (“ABH”) was a biotechnology company formed in January 2006, headquartered in La Jolla, California, which marketed and sold Dermagraft®, a

human skin substitute approved by the FDA as a medical device for the treatment of certain diabetic foot ulcers. In June 2011, Shire Pharmaceuticals, Inc. acquired ABH. ABH subsequently became SRM and continued to market and sell Dermagraft®. In January 2014, Shire sold assets associated with Dermagraft® to another company.

C. From January 1, 2007 through January 16, 2014, ABH and SRM, marketed and sold Dermagraft® to, among other Government programs: (i) health care providers who used Dermagraft® to treat patients and subsequently made claims for payment for Dermagraft® and related services to the Medicare Program, Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395kkk-1 (“Medicare”); the Medicaid Program, 42 U.S.C. §§ 1396-1396w-5 (“Medicaid”); and the TRICARE Program, 10 U.S.C. §§ 1071-1110b (“TRICARE”); and (ii) the VA, 38 U.S.C. Chapter 17, pursuant to a Federal Supply Schedule contract. The United States alleges that ABH and SRM, in the course of marketing and selling Dermagraft® during this time period, knowingly submitted or caused to be submitted false or fraudulent claims for Dermagraft® and related services to Medicare, Medicaid, TRICARE and the VA by: (1) paying or offering to pay kickbacks to induce the purchase, use and/or overutilization of Dermagraft®; (2) marketing Dermagraft® for uses outside the FDA-approved indication (*i.e.*, “off-label” uses); (3) making false statements to inflate the price of Dermagraft®; and (4) causing improper coding, verification, and/or certification of claims for Dermagraft® and related services. The actions, transactions, occurrences, and alleged wrongdoing set forth in this Paragraph C are herein collectively referred to as the “Covered Conduct.”

D. The United States acknowledges that during the United States’ investigation of these matters, Shire provided creditable cooperation.

E. The following actions have been brought pursuant to the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b) (the “Civil Actions”): (1) an action filed on January 26, 2011, in the United States District Court for the Middle District of Florida captioned *United States ex rel. Vinca v. Advanced BioHealing, Inc.*, Case No. 8:11-cv-176-T-30MAP (M.D. Fla.); (2) an action filed on May 13, 2011, in the United States District Court for the District of Columbia and subsequently transferred to the United States District Court for the Middle District of Florida, captioned *United States ex rel. Harvey v. Advanced BioHealing, Inc.*, Case No. 8:16-cv-303-T-30TBM (M.D. Fla.); (3) an action filed on March 15, 2012, in the United States District Court for the Middle District of Florida, captioned *United States ex rel. Medolla v. Advanced BioHealing, Inc.*, Case No. 8:12-cv-575-T-30TBM (M.D. Fla.); (4) an action filed on November 21, 2012, in the United States District Court for the Eastern District of Pennsylvania and subsequently transferred to the United States District Court for the Middle District of Florida, captioned *United States ex rel. Petty v. Shire Regenerative Medicine, Inc.*, Case No. 8:14-cv-969-T-30TBM (M.D. Fla.); (5) an action filed on April 19, 2013, in the United States District Court for the Middle District of Tennessee and subsequently transferred to the United States District Court for the Middle District of Florida, captioned *United States ex rel. Webb v. Advanced BioHealing, Inc.*, Case No. 8:14-cv-1055-T-30EAJ (M.D. Fla.); and (6) an action filed on February 14, 2014, in the United States District Court for the District of Columbia and subsequently transferred to the United States District Court for the Middle District of Florida, captioned *United States ex rel. Montecalvo v. Shire Regenerative Medicine, Inc.*, Case No. 8:16-cv-268-T-30TBM (M.D. Fla.).

F. The United States contends that it has certain civil claims against Shire and other persons and entities arising from the Covered Conduct.

G. This Agreement is made in compromise of disputed claims. This Agreement is not an admission of facts or liability by Shire or any related person or entity nor a concession by the United States that its claims are not well founded. Shire and related persons and entities expressly deny the allegations of the United States and the Relators set forth herein and in the Civil Actions and denies that they engaged in any wrongful conduct in connection with the Covered Conduct.

H. Shire has entered into, or will enter into, separate settlement agreements with certain States and the District of Columbia in settlement of the Covered Conduct as it relates to State Medicaid programs (hereinafter referred to as the “Medicaid State Settlement Agreements”). States with which Shire executes a Medicaid State Settlement Agreement are referred to herein as the “Medicaid Participating States.”

I. One or more Relators claim entitlement under 31 U.S.C. § 3730(d) to a share of the proceeds of this Agreement and to Relators’ 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 Agreement, the Parties agree and covenant as follows:

TERMS AND CONDITIONS

1. Shire shall pay, to the United States and the Medicaid Participating States, collectively, the sum of three-hundred and fifty million dollars (\$350,000,000.00) (the “Total Settlement Amount”), plus accrued interest at one and one-half percent (1.5%) per annum

running from October 1, 2016, and continuing to the date of payment, of which three-hundred and forty-three million, eight-hundred and ninety-six thousand dollars (\$343,896,000.00), plus interest, shall be paid to the United States by no later than fourteen (14) business days from the Effective Date of this Agreement (the “Federal Settlement Amount”). Payment of the Federal Settlement Amount shall be made by electronic funds transfer pursuant to written instructions to be provided by the Civil Division of the United States Department of Justice.

2. Shire shall pay to each of the Medicaid Participating States its respective allocated share of the sum of six million, one hundred four thousand dollars (\$6,104,000.00), plus accrued interest at one and one-half percent (1.5%) per annum running from October 1, 2016 (the “State Settlement Amount”). The State Settlement Amount shall be paid pursuant to written instructions from the State Negotiating Team and as set forth in the State Settlement Agreements.

3. Subject to the exceptions in Paragraph 7 (concerning excluded claims) below, and conditioned upon Shire’s full payment of the Federal Settlement Amount, the United States releases Shire together with its current and former direct and indirect parent corporations; current and former direct and indirect subsidiaries; current and former brother or sister corporations, divisions, and affiliates; and the predecessors, successors, transferees and assigns of any of them (the “Released Parties”) from any civil or administrative monetary claim the United States has or may have 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; any other statutory provision creating a cause of action for civil damages or civil penalties for which the Civil Division of the Department of Justice has actual

and present authority to assert and compromise pursuant to 28 C.F.R. Pt. 0, Subpart I, 0.45(d); and common law theories of fraud, breach of contract, disgorgement, payment by mistake, and unjust enrichment.

4. Subject to the exceptions in Paragraph 7 below, and conditioned upon Shire's full payment of the Federal Settlement Amount, Relators, for themselves and for their heirs, successors, attorneys, agents, and assigns, release the Released Parties from any and all civil monetary claim each Relator has or may have on behalf of the United States for the Covered Conduct under the False Claims Act, 31 U.S.C. § 3729-3733, and for any and all claims for relief, actions, rights, causes of action, suits, debts, obligations, liabilities, demands, losses, damages (including treble damages and any civil penalties), punitive damages, costs and expenses of any kind, character, or nature whatsoever, known or unknown, fixed or contingent, in law or in equity, in contract or in tort, or under any federal or state statute or regulations, or otherwise that any Relator has standing to bring which any Relator may now have or claim to have against the Released Parties or related entities, arising in any way out of or connected in any way with the facts, claims, and circumstances alleged in, arising under, or arising from the filing of, the Civil Actions, or from any other past activities and actions of the Released Parties or related entities with the following exceptions: Relators and Relators' counsel do not release Shire or related entities for any claims they may have for reasonable attorneys' fees, expenses and costs pursuant to 31 U.S.C. § 3730(d) and any claims asserted under the False Claims Act, 31 U.S.C. § 3730(h).

5. Upon receipt of the full Federal Settlement Amount, Relators and the United States shall promptly sign and file stipulations of dismissal with prejudice as to all claims against

the Released Parties, as applicable, made on behalf of the United States asserted in the Civil Actions pursuant to Federal Rule of Civil Procedure 41(a)(1), reserving any unresolved claims asserted by Relators for reasonable attorneys' fees, expenses and costs pursuant to 31 U.S.C. § 3730(d) and any claims under the False Claims Act, 31 U.S.C. § 3730(h) ("Stipulations of Dismissal").

6. Conditioned upon Shire's full payment of the Federal Settlement Amount, Relators, for themselves and for their heirs, successors, attorneys, agents and assigns, agree to return to Shire, or to give to their respective counsel either to destroy or to retain in counsel's confidential files and not to disseminate, any hard copies of documents or communications in their possession or control that can be readily identified as having been created in whole or in part by, or at the direction of, ABH or SRM, or in connection with work done for ABH or SRM and to take reasonable steps to destroy any electronic copies of any such documents or communications. In the event that a third party requests any of the materials, Relators' counsel shall notify Shire of the request and shall not disclose or permit access to the materials without Shire's advance knowledge and written consent.

7. Notwithstanding the releases given in Paragraphs 3 and 4 of this Agreement, or any other term of this Agreement, the following claims of the United States are specifically reserved and are not released:

- i. Any liability arising under Title 26, U.S. Code (Internal Revenue Code);
- ii. Any criminal liability;

- iii. Except as explicitly stated in this Agreement, any administrative liability, including mandatory or permissive exclusion from Federal health care programs;
- iv. Any liability to the United States (or its agencies) for any conduct other than the Covered Conduct;
- v. Any liability based upon obligations created by this Agreement;
- vi. Any liability for express or implied warranty claims or other claims for defective or deficient products or services, including, but not limited to, the quality of goods or services provided by Shire;
- vii. Any liability for personal injury or property damage or for other consequential damages; and/or
- viii. Any liability of individuals.

8. Relators and their heirs, successors, attorneys, agents, and assigns shall not object to this Agreement and 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 expressly waive the opportunity for a hearing on any objection to this Agreement pursuant to 31 U.S.C. § 3730(c)(2)(B). In connection with this Agreement and the Civil Actions, Relators and their heirs, successors, attorneys, agents, and assigns agree that neither this Agreement, any intervention by the United States in the Civil Actions in order to dismiss the Civil Actions, nor any dismissal of the Civil Actions, shall waive or otherwise affect the ability of the United States to contend that provisions in the False Claims Act, including 31 U.S.C. §§ 3730(d)(3) and 3730(e), bar Relators from sharing in the proceeds of this Agreement. Moreover, the United States and Relators and

their heirs, successors, attorneys, agents, and assigns agree that they each retain all of their rights pursuant to the False Claims Act on the issue of the share percentage, if any, that Relators should receive of any proceeds of the settlement of their claim(s), and that no agreements concerning Relator(s) share have been reached to date.

9. The Released Parties waive and shall not assert any defenses they may have to any criminal prosecution or administrative action relating to the Covered Conduct that may be based in whole or in part on a contention that, under the Double Jeopardy Clause of the Fifth Amendment of the United States Constitution or under the Excessive Fines Clause of the Eighth Amendment of the United States Constitution, this Agreement bars a remedy sought in such criminal prosecution or 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.

10. The Released Parties fully and finally release the United States, its agencies, officers, agents, employees, and servants, from any claims (including attorney's fees, costs, and expenses of every kind and however denominated) that the Released Parties have 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.

11. In consideration of the obligations of the Relators set forth in this Agreement, the Released Parties fully and finally release the Relators from any claims (including attorney's fees, costs, and expenses of every kind and however denominated) that Shire has asserted, could have asserted, or may assert in the future against the Relators, related to the allegations of the Civil

Actions or the Relators' investigation and prosecution thereof. Provided, however, that the Released Parties expressly reserve (i) any claims or defenses related to Relators' claims that are not released pursuant to Paragraph 4 above, and (ii) with respect to Relators Petty and Sweeney, any of the Released Parties' claims or defenses related to the Merger Agreement with ABH.

12. No portion of the Total Settlement Amount shall be decreased as a result of the denial of claims for payment now being withheld from payment by Medicare, Medicaid, TRICARE, the VA, and the Federal Employee Health Benefit Program (collectively, "Federal Health Care Programs"), or by any contractor of any Federal Health Care Program (*e.g.*, Medicare Administrative Contractor, fiscal intermediary, carrier), or any state payer, related to the Covered Conduct; and the Released Parties agree not to resubmit to any Federal Health Care Program, any contractor of any Federal Health Care Program, or any state payer any previously denied claims related to the Covered Conduct, and agrees not to appeal any such denials of claims, and agrees to withdraw any such pending appeals.

13. The Released Parties 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. §§ 1395-1395kkk and 1396-1396w-5; and the regulations and official program directives promulgated thereunder) incurred by or on behalf of the Released Parties and their 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 civil and any criminal investigation(s) of the matters covered by this Agreement;
- (3) the Released Parties' investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and civil and any criminal investigation(s) in connection with the matters covered by this Agreement (including attorney's fees);
- (4) the negotiation and performance of this Agreement; and
- (5) the payment Shire makes to the United States pursuant to this Agreement and any payments that Shire may make to Relators, including costs and attorneys' fees.

are unallowable costs for government contracting purposes and under the Federal Health Care Programs (hereinafter referred to as "Unallowable Costs").

b. Future Treatment of Unallowable Costs: Unallowable Costs shall be separately determined and accounted for by the Released Parties, and the Released Parties 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 the Released Parties to any Federal Health Care Program.

c. Treatment of Unallowable Costs Previously Submitted for Payment: The Released Parties further agree that within 90 days of the Effective Date of this Agreement they shall identify to applicable fiscal intermediaries, carriers, contractors, and/or fiscal agents of Federal Health Care Programs 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 the Released Parties, 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. The Released Parties agree that the United States, at a minimum, shall be entitled to recoup from the Released Parties 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 the Released Parties on the effect of inclusion of Unallowable Costs (as defined in this Paragraph) on the Released Parties' cost reports, cost statements, or information reports.

d. Reservation of Rights Concerning Unallowable Costs: Nothing in this Agreement shall constitute a waiver of the rights of the United States to audit, examine, or re-examine the Released Parties' books and records to determine that no Unallowable Costs have been claimed in accordance with the provisions of this Paragraph.

14. The Released Parties agree to cooperate fully and truthfully with the United States' investigation relating to the Covered Conduct of individuals and entities not released in this Agreement. Upon reasonable notice, the Released Parties shall encourage, and agree not to impair, the cooperation of their directors, officers, and employees, and shall use their best efforts

to make available, and encourage, the cooperation of such former directors, officers, and employees for interviews and testimony, consistent with the rights and privileges of such individuals.

15. 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 3, 4, and 16.

16. The Released Parties 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.

17. Except as otherwise provided in this Agreement, 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.

20. The exclusive jurisdiction and venue for any dispute relating to this Agreement is the United States District Court for the Middle District of Florida.

21. 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 Parties and their undersigned counsel represent and warrant that they are fully authorized to execute this Agreement and enter into the obligations set forth in this agreement on behalf of themselves and such other persons and entities the extent indicated above and 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 the Released Parties' successors, transferees, heirs, and assigns.

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

27. All Parties consent to the United States' 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.


<SIGNATURE PAGES TO FOLLOW>

FINAL FOR SIGNING


FOR THE UNITED STATES OF AMERICA

BY: 
RICHARD S. NICHOLSON
MARK JUSTIN DRAYCOTT
Attorney, Commercial Litigation Branch, Civil Division
United States Department of Justice


Dated: 1.3.17

BY: 
LACY R. HARWELL, JR.
Assistant United States Attorney and Chief, Civil Division
U.S. Attorney's Office for the Middle District of Florida


Dated: 12-27-16

BY: 
CHRISTOPHER P. TUITE
Assistant United States Attorney
U.S. Attorney's Office for the Middle District of Florida


Dated: 12/27/16

BY: 
BRIAN P. HUDAK
JENNIFER A. SHORT
Assistant United States Attorneys
U.S. Attorney's Office for the District of Columbia

Dated: 12/28/16

BY: 
MARGARET L. HUTCHINSON
Assistant United States Attorney and Chief, Civil Division
U.S. Attorney's Office for the Eastern District of Pennsylvania

Dated: 12-28-16

BY: 
MARK H. WILDASIN
Assistant United States Attorney and Chief, Civil Division
SARAH BOGNI
Assistant United States Attorney
U.S. Attorney's Office for the Middle District of Tennessee

Dated: 12/28/16

BY: Lisa M. Re
LISA M. RE
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: 12/27/16

SHIRE HOLDINGS US AG, SHIRE PHARMACEUTICALS LLC, AND SHIRE
REGENERATIVE MEDICINE LLC:

DATED: 12/22/16

BY: Jason Baranski
JASON BARANSKI
Corporate Secretary

*Authorized to execute on behalf of Shire Holdings US AG,
Shire Pharmaceuticals LLC, and Shire Regenerative
Medicine LLC*

DATED: _____

BY: _____
J. SEDWICK SOLLERS III, ESQ.
MARK A. JENSEN, ESQ.
King & Spalding LLP
1700 Pennsylvania Avenue, NW
Washington, DC 20006

*Counsel for Shire Holdings US AG, Shire Pharmaceuticals
LLC, and Shire Regenerative Medicine LLC*


SHIRE HOLDINGS US AG, SHIRE PHARMACEUTICALS LLC, AND SHIRE
REGENERATIVE MEDICINE LLC:

DATED: _____

BY: _____
JASON BARANSKI
Corporate Secretary

*Authorized to execute on behalf of Shire Holdings US AG,
Shire Pharmaceuticals LLC, and Shire Regenerative
Medicine LLC*

DATED: 12-22-16

BY: 
J. SEDWICK SOLLERS III, ESQ.
MARK A. JENSEN, ESQ.
King & Spalding LLP
1700 Pennsylvania Avenue, NW
Washington, DC 20006

*Counsel for Shire Holdings US AG, Shire Pharmaceuticals
LLC, and Shire Regenerative Medicine LLC*


FINAL FOR SIGNING

FOR RELATOR BRIAN VINCA

DATED: 12/22/16

BY: 
BRIAN VINCA

DATED: 12-22-16

BY: 
BARRY A. COHEN, ESQ.
KEVIN J. DARKEN, ESQ.
The Cohen Law Group
201 East Kennedy Boulevard, Suite 1950
Tampa, FL 33602



12-22-16

Counsel for Brian J. Vinca

FINAL FOR SIGNING

FOR RELATOR JENNIFER STAUP SWEENEY


DATED: 12/21/16


BY:


JENNIFER STAUP SWEENEY

DATED: 12-22-16

BY:

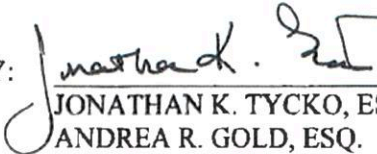

BARRY A. COHEN, ESQ.
KEVIN J. DARKEN, ESQ.
The Cohen Law Group
201 East Kennedy Boulevard, Suite 1950
Tampa, FL 33602


12-22-16

Counsel for Jennifer Staup Sweeney

FOR RELATOR MARK J. HARVEY

DATED: 12/20/16 BY: 
MARK J. HARVEY

DATED: 12/21/2016 BY: 
JONATHAN K. TYCKO, ESQ.
ANDREA R. GOLD, ESQ.
Tycko & Zavareei LLP
~~2000 L Street NW, Suite 808~~ 1828 L St., NW, Suite 1000
Washington, DC 20036


Counsel for Mark J. Harvey

FINAL FOR SIGNING

FOR RELATOR JOSEPH J. MEDOLLA


DATED: 12/22/16

BY:


JOSEPH J. MEDOLLA

DATED: 12/22/16

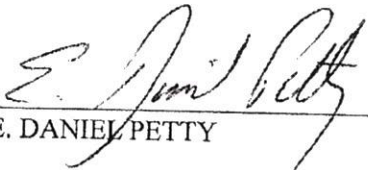
BY:


JEFF BROWN, ESQ.
Brown and Doherty
450 Carillon Parkway, Suite 120
St. Petersburg, FL 33716

Counsel for Joseph J. Medolla

FOR RELATOR E. DANIEL PETTY

DATED: December 21, 2016 BY:


E. DANIEL PETTY

DATED: _____

BY: _____

WILLIAM L. HURLOCK, ESQ.
Mueller Law LLC
363 Bloomfield Avenue, Suite 2-C
Montclair, New Jersey 07042

Counsel for E. Daniel Petty

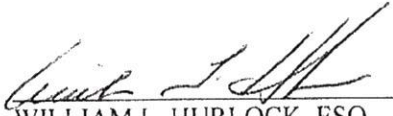
FINAL FOR SIGNING

FOR RELATOR E. DANIEL PETTY

DATED: _____

BY: _____
E. DANIEL PETTY

DATED: 12/21/16

BY: 
WILLIAM L. HURLOCK, ESQ.
Mueller Law LLC
363 Bloomfield Avenue, Suite 2-C
Montclair, New Jersey 07042


Counsel for E. Daniel Petty

FOR RELATOR CHRISTOPHER ALLEN BELL

DATED: 12/22/16

BY: 
CHRISTOPHER ALLEN BELL

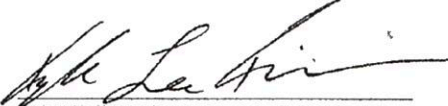
DATED: 12/22/16

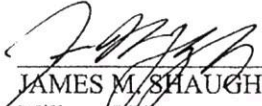
BY: 
JAMES M. SHAUGHNESSY, ESQ.
Milberg LLP
One Pennsylvania Plaza
New York, NY 10119

Counsel for Christopher Allen Bell

FINAL FOR SIGNING

FOR RELATOR KYLE LEE RICHARDSON

DATED: 12/21/16 BY: 
KYLE LEE RICHARDSON

DATED: 12/24/16 BY: 
JAMES M. SHAUGHNESSY, ESQ.
Milberg LLP
One Pennsylvania Plaza
New York, NY 10119

Counsel for Kyle Lee Richardson

FINAL FOR SIGNING

FOR RELATOR TARA LYN DENNEY

DATED: 12-21-16 BY:

Tara Lyn Denney
TARA LYN DENNEY

DATED: 12/22/16 BY:

James M. Shaughnessy, Esq.
James M. Shaughnessy, Esq.
Milberg LLP
One Pennsylvania Plaza
New York, NY 10119

Counsel for Tara Lyn Denney

FOR RELATOR HEATHER G. WEBB

DATED: 12-26-16

BY: Heather G. Webb
HEATHER G. WEBB

DATED: 12/26/16

BY: Trevor W. Howell
TREVOR W. HOWELL, ESQ.
Howell Law Firm, LLC
701 Broadway, Suite 401, Box 17
Nashville, TN 37203

RAY M. THOMPSON, ESQ.
P.O. Box 8117762
Mobile, AL 36689

Counsel for Heather G. Webb

FOR RELATOR ANTONIO S. MONTECALVO

DATED: 12/20/16

BY:



ANTONIO S. MONTECALVO

DATED: 12/20/2016

BY:



SILVIYA A. STRIKIS, ESQ.

JOSEPH S. HALL, ESQ.

Kellogg, Huber, Hansen, Todd, Evans & Figel, P.L.C.C.

1615 M Street, NW, Suite 400

Washington, DC 20036

Counsel for Antonio S. Montecalvo