

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into among:

- (a) 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 Defense Health Agency (“DHA”), acting on behalf of the TRICARE Program; the Office of Personnel Management (“OPM”), which administers the Federal Employees Health Benefits Program (“FEHBP”); the United States Department of Veterans Affairs (“VA”), which administers the Civilian Health and Medical Programs (CHAMPVA); and the United States Department of Labor (“DOL”), the Office of Worker’s Compensation Programs (“OWCP”) which administers four benefit programs including the Federal Employees’ Compensation Act (“FECA”) (collectively, the “United States”);
- (b) the State of California, acting through the California Attorney General’s Office, Division of Medi-Cal Fraud and Elder Abuse (“California”);
- (c) Prime Healthcare Services, Inc.; Prime Healthcare Foundation, Inc.; Prime Healthcare Management, Inc.; Desert Valley Hospital, Inc.; and High Desert Heart Vascular Institute (collectively “Prime Entity Defendants”);
- (d) Dr. Prem Reddy, M.D., FACC (“Dr. Reddy”); (collectively, the Prime Entity Defendants and Dr. Reddy will be referred to as the “Prime Defendants”);
- (e) Dr. Siva Arunasalam, M.D.; Siva Arunasalam, M.D., a Professional Medical Corporation; A&A Surgery Center, a Medical Corporation; and High Desert Heart Institute Medical Corporation (collectively, the “Siva Defendants”);

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(f) Relator Martin Mansukhani (“Relator Mansukhani”); and

(g) Relators Marsha Arnold and Joseph Hill (“Relators Arnold and Hill”)

(hereafter, all of the above are collectively referred to as "the Parties" and each is a “Party”), through their authorized representatives.

RECITALS

A. Prime Healthcare Services, Inc. (“Prime”) is a for-profit healthcare services system incorporated in Delaware, with its principal place of business in Ontario, California. Dr. Prem Reddy is the founder, President and Chief Executive Officer of Prime. Prime owns Desert Valley Hospital, Inc. High Desert Heart Vascular Institute (“HDHVI”) is a California professional corporation owned by Venkamma Reddy, M.D., Dr. Reddy’s wife. HDHVI was formed to acquire the medical practice of Dr. Siva Arunasalam and his surgery center. Prime Healthcare Foundation, Inc. (“Foundation”) is a not-for-profit 501(c)(3) public charity founded in 2007 by Dr. Reddy. Prime Healthcare Management, Inc., an affiliate of Prime, is a for-profit corporation that provides management, consulting, and support services to hospitals owned and operated by Prime and the Foundation.

B. Dr. Siva Arunasalam, M.D. (“Dr. Siva”) is a cardiologist licensed to practice in California. Dr. Siva is President, Chief Executive Officer, and owner of: Siva Arunasalam, M.D., a Professional Medical Corporation (“Siva PC”), incorporated in June 2009; High Desert Heart Institute Medical Corporation d/b/a High Desert Heart Institute (“HDHI”), incorporated in September 2001; and A&A Surgery Center, a Medical Corporation (“A&A”), incorporated in June 2012. On October 30, 2015, Dr. Siva sold HDHI and A&A to HDHVI.

C. On February 21, 2018, Relator Mansukhani filed a *qui tam* action in the United States District Court for the Central District of California captioned *United States and the State*

of California *ex rel. Martin Mansukhani v. Prime Healthcare Services, Inc., et al.*, Civil Action No. 5-18-cv-00371-RGK (C.D. Cal.) (Doc. 1), seeking damages and other relief pursuant to the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b), the California False Claims Act, Cal. Gov't Code § 12652(c), and the Insurance Frauds Prevention Act, Cal. Ins. Code § 1871.7(e) (the "Mansukhani Civil Action"). On April 24, 2020, Relator Mansukhani filed his Second Amended Complaint (Doc. 63), which remains the operative complaint. Relator Mansukhani's original *qui tam* Complaint (Doc. 1), Relator Mansukhani's First Amended Complaint (Doc. 34), and Relator's Second Amended Complaint (Doc. 63) shall be referred to collectively as "Relator Mansukhani's Complaint." Relator Mansukhani alleges, among other things, that the Prime Defendants and the Siva Defendants violated the Federal and California False Claims Acts by submitting, or causing the submission of, claims for payment to Medicare, Medi-Cal, and TRICARE that were false and/or fraudulent due to underlying violations of the Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b) ("AKS"), and the Stark Law, 42 U.S.C. § 1395nn, arising from the sale of Dr. Siva's physician practice, HDHI, and his surgery center, A&A, to HDHVI, and Dr. Siva's subsequent contractual relationship with HDHVI. The Mansukhani Civil Action additionally alleges that the Prime Defendants violated the Federal and California False Claims Acts by submitting or causing the submission of false and/or fraudulent claims for payment for implantable medical devices to Medicare, Medi-Cal, and other Federal health care programs to receive higher reimbursements.

D. On April 14, 2018, Marsha Arnold and Joseph Hill filed a *qui tam* action in the United States District Court for the Central District of California captioned *United States and the State of California ex rel. John Doe Number One and John Doe Number Two v. Prime Healthcare Services, Inc., et al.*, Case No. LACV 18-02124-FMO (AFMx) (C.D. Cal.) (the

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“Arnold Civil Action”). The Arnold Civil Action was subsequently transferred to another district court judge and is now numbered LACV 18-02124-FLA (AFMx). The Arnold Civil Action alleges, among other things, that the Prime Defendants submitted false and/or fraudulent claims for payment for implantable medical devices to Medicare, Medi-Cal, and other Federal health care programs to receive higher reimbursements.

E. The United States contends that the Prime Defendants 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 (which in California is called “Medi-Cal”); the TRICARE Program, 10 U.S.C. §§ 1071-1110b (“TRICARE”); the Federal Employees Health Benefits Program, 5 U.S.C. §§ 8901-8914 (“FEHBP”); the CHAMPVA program of the Department of Veterans Affairs, Veterans Health Administration, 38 U.S.C. Chapter 17; and the FECA of DOL-OWCP, 5 U.S.C. § 8101 *et seq.*

F. The United States contends that the Siva Defendants 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 (which in California is called “Medi-Cal”); the TRICARE Program, 10 U.S.C. §§ 1071-1110b (“TRICARE”); and the CHAMPVA program of the Department of Veterans Affairs, Veterans Health Administration, 38 U.S.C. Chapter 17.

G. California contends that the Prime Defendants submitted or caused to be submitted claims for payment to Medi-Cal.

H. California contends that the Siva Defendants submitted or caused to be submitted claims for payment to Medi-Cal.

I. The United States and California each contend that they have certain civil claims against the Prime Defendants arising from the conduct described in Recitals I.1, I.2, I.3, and I.4; and against the Siva Defendants arising from the conduct described in Recitals I.1, I.2, and I.3 (hereafter referred to as the “Covered Conduct”), alleged as follows:

1. Prime Defendant HDHVI’s acquisition of Dr. Siva’s Physician Practice and Ambulatory Surgery Center Violated the Anti-Kickback Statute and California Welfare and Institutions Code § 14107.2.

The United States and California contend that the October 30, 2015 acquisition of Dr. Siva’s physician practice and surgery center by Prime Defendant HDHVI, which was substantially negotiated by Dr. Reddy, violated the AKS and California Welfare and Institutions Code § 14107.2 because the compensation provided by HDHVI was based on or took into account the volume and/or value of Dr. Siva’s referrals to Prime’s Desert Valley Hospital (“DVH”), the purchase price exceeded fair market value, and the acquisition and immediate closure of the surgery center was not commercially reasonable. The United States and California further contend that from October 30, 2015 through March 31, 2020, Prime Defendants DVH’s and HDHVI’s submission of claims for payment to Federal health care programs for medical services associated with patients referred by Dr. Siva violated the False Claims Act, 31 U.S.C. §§ 3729-3733, the AKS, Cal. Welf. & Inst. Code § 14107.2, and the California False Claims Act, Cal. Gov’t Code § 12650 et seq.

2. Dr. Siva’s Contractual Agreements with HDHVI Violated the Anti-Kickback Statute and California Welfare and Institutions Code §14107.2.

The United States and California contend that the compensation paid by Prime Defendant HDHVI to Dr. Siva for his professional services under the Provider Employment Agreement from October 30, 2015 through August 31, 2017, and under the Service Agreement from September 1, 2017 through March 31, 2020, which were substantially negotiated by Dr. Reddy,

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violated the AKS and Cal. Welf. & Inst. Code § 14107.2 because the compensation was based on, or took into account, the volume and/or value of Dr. Siva's referrals to DVH. The United States and California further contend that from October 30, 2015 to March 31, 2020, Prime Defendants DVH's and HDHVI's submission of claims for payment to Federal health care programs for medical services associated with patients referred by Dr. Siva violated the False Claims Act, 31 U.S.C. §§ 3729-3733, the AKS, Cal. Welf. & Inst. Code § 14107.2, and the California False Claims Act, Cal. Gov't Code § 12650 et seq.

3. The Prime Defendants and the Siva Defendants Submitted or Caused to Be Submitted to Medicare and Medi-Cal Claims for Professional Services Performed by a Physician Whose Billing Privileges Had Been Revoked by the Medicare and Medi-Cal Programs.

The United States and California contend that Prime Defendant HDHVI and the Siva Defendants received reimbursements from the Medicare and Medi-Cal programs for professional services rendered by Dr. George Ponce, who used Dr. Siva's billing numbers to bill for services provided to Medicare beneficiaries from February 1, 2015 through November 29, 2017, and for services provided to Medi-Cal beneficiaries from June 30, 2015 through July 6, 2017. The United States and California further contend that the Prime Defendants and the Siva Defendants knew that Dr. Ponce's Medicare billing privileges were revoked and he was suspended from participating in Medi-Cal when Dr. Ponce used Dr. Siva's numbers to bill Medicare and Medi-Cal, and knew that it was improper for a provider with these billing sanctions to bill those programs for his services under the billing number of another physician.

4. The Prime Defendants Submitted or Caused to Be Submitted False Claims for Payment for Implantable Medical Devices to Federal and State Healthcare Programs.

The United States and California contend that the Prime Defendants submitted or caused to be submitted false claims involving implantable medical devices for payment to the Medi-Cal program, the Blue Cross Federal Employee Plan of the FEHBP, and the Department of Labor OWCP's FECA Program. The Covered Conduct in this Recital I.4 is limited to the 45 claims identified in Exhibit A hereto. The Covered Conduct in this Recital I.4 is limited to the Prime Defendants.

J. This Agreement is neither an admission of liability by the Prime Defendants or the Siva Defendants, nor a concession by the United States or California, that their claims are not well founded.

K. The Prime Defendants generally deny all allegations in the Mansukhani Civil Action and the Arnold Civil Action and specifically deny the allegations of the United States and the State of California in Paragraphs I.1, I.2, I.3, and I.4. The Siva Defendants generally deny all allegations in the Mansukhani Civil Action and specifically deny the allegations of the United States and the State of California in Paragraphs I.1, I.2, and I.3.

L. Relator Mansukhani and Relators Arnold and Hill each claim entitlement under 31 U.S.C. § 3730(d) and Cal. Gov't Code § 12652(g) to a share of the proceeds of this Agreement, and to Relator Mansukhani's and Relators Arnold and Hill's reasonable expenses, attorneys' fees and costs. Relators Arnold and Hill also allege claims for wrongful termination and retaliation under 31 U.S.C. §3730(h), Cal. Gov. Code § 12653, and Cal. Labor Code § 1102.5.

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. The Prime Defendants, Dr. Siva, and the Siva PC shall pay to the United States and California the total amount of \$37,500,000.00 (“Settlement Amount”), of which \$17,836,945.92 is restitution, under the terms in this Paragraph. If the Settlement Agreement is not fully executed by May 31, 2021, simple annual interest will commence running on the Settlement Amount at the five-year Treasury Note rate in effect on May 31, 2021. The Settlement Amount is allocated as follows:

- a. \$35,241,453.52 to the allegations in Recitals I.1, I.2 and I.3.
- b. \$2,258,546.48 to the allegations in Recital I.4.
- c. The Prime Entity Defendants shall pay \$33,725,000.00 of the Settlement Amount. The Prime Entity Defendants will be credited \$216,219.16 against that amount for payments already made to Federal and State healthcare programs related to patient claims that included implants. The Prime Entity Defendants will pay to the United States \$31,693,010.57, and to California \$1,815,770.27, for a total of \$33,508,780.84 no later than ten (10) business days after the Effective Date of this Agreement (as defined below) by electronic funds transfer pursuant to written instructions to be provided by the Office of the United States Attorney for the Central District of California (“USAO CDCA”) and the California Attorney General’s Office Division of Medi-Cal Fraud and Elder Abuse (“California AG”).

- d. Dr. Reddy will personally pay to the United States \$1,679,280.28, and to California \$95,719.72, for a total of \$1,775,000.00, no later than ten (10) business days after the Effective Date of this Agreement by electronic funds transfer pursuant to written instructions to be provided by the USAO CDCA and the California AG's Office.
- e. Dr. Siva and the Siva PC will pay to the United States \$1,900,000.00 and to California \$100,000.00 for a total of \$2,000,000.00, as follows:
 - i. Dr. Siva and the Siva PC will pay the United States \$95,000.00 and California \$5,000.00 for a total of \$100,000.00 within ten (10) business days of the Effective Date of this Agreement by electronic funds transfer pursuant to written instructions to be provided by the USAO CDCA and the California AG's Office.
 - ii. Beginning ten (10) business days after the Effective Date of the Settlement Agreement, simple annual interest will run on the outstanding \$1,900,000.00 at a rate of 0.75%.
 - iii. Dr. Siva and the Siva PC will pay the remaining \$1,900,000.00, plus applicable interest, to the United States (\$1,805,000.00) and California (\$95,000.00) within 180 calendar days of the Effective Date of this Agreement pursuant to written instructions to be provided by the USAO CDCA and the California AG's Office.

2. Dr. Siva, the Siva PC, the United States, California, and Relator Mansukhani (collectively, the "Siva Parties") have entered into the Stipulation for Entry of Consent Judgment Against Dr. Siva and the Siva PC attached hereto as Exhibit B, which seeks entry of the Consent

Judgment attached thereto as Exhibit 1. The Siva Parties agree, consistent with and pursuant to the Stipulation for Entry of the Consent Judgment Against Dr. Siva and the Siva PC and the Consent Judgment, that the District Court will retain jurisdiction over the Mansukhani Civil Action until: (a) the filing of a Satisfaction of Judgment as to the United States; (b) the filing of a Satisfaction of Judgment as to California; (c) the filing of a Satisfaction of Judgment as to Relator Mansukhani; (d) the filing of a Stipulation of Dismissal against Dr. Siva and the Siva PC to be filed by Relator Mansukhani, Dr. Siva and the Siva PC (as described more fully in Paragraph 40 herein); and (e) the filing of a consent to the dismissal of the Mansukhani Civil Action against Dr. Siva and the Siva PC by the United States and California (as described more fully in Paragraph 40 herein).

3. Conditioned upon the United States' receipt of the payments from the Prime Defendants listed in Paragraphs 1.c and 1.d, and as soon as feasible after receipt, the United States shall pay \$9,397,655.90 to Relator Mansukhani by electronic funds transfer ("Relator Share of Prime Defendants Federal settlement"). Conditioned upon the United States' receipt of the payments from Dr. Siva and the Siva PC listed in Paragraph 1.e, the United States shall pay to Relator Mansukhani by electronic funds transfer 28 percent of each such payment received under the Settlement Agreement ("Relator Share of Siva Federal settlement") as soon as feasible after receipt of each payment.

4. Conditioned upon California's receipt of the payments from the Prime Defendants listed in Paragraphs 1.c and 1.d, and as soon as feasible after receipt, California shall pay \$852,255.01 to Relator Mansukhani by electronic funds transfer ("Relator Share of Prime Defendants State settlement"). Conditioned upon California's receipt of the payments from Dr. Siva and the Siva PC listed in Paragraph 1.e, California shall pay to Relator Mansukhani by

electronic funds transfer 44 percent of each such payment received under the Settlement Agreement (“Relator Share of Siva State settlement”) as soon as feasible after receipt of each payment.

5. Subject to the exceptions in Paragraph 20 (concerning reserved claims) below, and upon the United States’ receipt of the payments from the Prime Entity Defendants and Dr. Reddy listed in Paragraphs 1.c and 1.d, the United States releases the Prime Entity Defendants, Dr. Reddy, A&A, and HDHI from any civil or administrative monetary claim the United States 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; or the common law theories of payment by mistake, unjust enrichment, and fraud.

6. Subject to the exceptions in Paragraph 20 (concerning reserved claims) below, and upon the United States’ receipt of the payments from Dr. Siva and the Siva PC listed in Paragraph 1.e., the United States releases Dr. Siva and the Siva PC from any civil or administrative monetary claim the United States 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; or the common law theories of payment by mistake, unjust enrichment, and fraud.

7. Subject to the exceptions in Paragraph 21 (concerning reserved claims) below, and upon California’s receipt of the payments from the Prime Entity Defendants and Dr. Reddy listed in Paragraph 1.c and 1.d, California releases the Prime Entity Defendants, Dr. Reddy, A&A, and HDHI from any civil or administrative monetary claim California has for the Covered Conduct under the California False Claims Act, Cal. Gov’t Code §§ 12650-12656, the California

Welfare and Institutions Code §§ 14100 et seq. (including but not limited to the Civil Money Penalties described at 22 Cal. Code of Regs. § 51485.1), or the common law theories of breach of contract, payment by mistake, unjust enrichment, and fraud.

8. Subject to the exceptions in Paragraph 21 (concerning reserved claims) below, and upon California's receipt of the payments listed in Paragraph 1.e from Dr. Siva and the Siva PC, California releases Dr. Siva and the Siva PC from any civil or administrative monetary claim California has for the Covered Conduct under the California False Claims Act, Cal. Gov't Code §§ 12650-12656, or the common law theories of breach of contract, payment by mistake, unjust enrichment, and fraud.

9. Subject to the exceptions in Paragraph 20 below, and upon the United States' receipt of the payments listed in Paragraphs 1.c and 1.d, Relator Mansukhani, for himself and for his heirs, successors, attorneys, agents, and assigns, releases the Prime Defendants, A&A, and HDHI from any civil monetary claim Relator Mansukhani has on behalf of the United States for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733.

10. Subject to the exceptions in Paragraph 20 below, and upon the United States' receipt of the payments listed in Paragraph 1.e to be paid by Dr. Siva and the Siva PC, Relator Mansukhani, for himself and for his heirs, successors, attorneys, agents, and assigns, releases Dr. Siva and the Siva PC from any civil monetary claim Relator Mansukhani has on behalf of the United States for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733.

11. Subject to the exceptions in Paragraph 21 below, and upon California's receipt of the payments listed in Paragraphs 1.c and 1.d, Relator Mansukhani, for himself and for his heirs, successors, attorneys, agents, and assigns, releases the Prime Defendants, A&A, and HDHI from

any civil monetary claim Relator Mansukhani has on behalf of California for the Covered Conduct under the California False Claims Act, Cal. Gov't Code §§ 12650-12656.

12. Subject to the exceptions in Paragraph 21 below, and upon California's receipt of the payments listed in Paragraph 1.e to be paid by Dr. Siva and the Siva PC, Relator Mansukhani, for himself and for his heirs, successors, attorneys, agents, and assigns, releases Dr. Siva and the Siva PC from any civil monetary claim Relator Mansukhani has on behalf of California for the Covered Conduct under the California False Claims Act, Cal. Gov't Code §§ 12650-12656.

13. Subject to the exceptions in Paragraph 20 below, and upon the United States' receipt of the payments listed in Paragraphs 1.c and 1.d, Relators Arnold and Hill, for themselves and for their heirs, successors, attorneys, agents, and assigns, release the Prime Defendants from any civil monetary claim Relators Arnold and Hill have on behalf of the United States for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733.

14. Subject to the exceptions in Paragraph 21 below, and upon California's receipt of the payments listed in Paragraphs 1.c and 1.d, Relators Arnold and Hill, for themselves and for their heirs, successors, attorneys, agents, and assigns, release the Prime Defendants from any civil monetary claim Relators Arnold and Hill have on behalf of the California for the Covered Conduct under the California False Claims Act, Cal. Gov't Code §§ 12650-12656.

15. In consideration of the obligations of the Prime Entity Defendants and Dr. Reddy in this Agreement and the Corporate Integrity Agreement (CIA) entered into between OIG-HHS and the Prime Entity Defendants and Dr. Reddy, and conditioned upon the Prime Entity Defendants' and Dr. Reddy's full payment to the United States of the amounts specified in Paragraphs 1.c and 1.d, the OIG-HHS shall release and refrain from instituting, directing, or

maintaining any administrative action seeking exclusion from Medicare, Medi-Cal, and other Federal health care programs (as defined in 42 U.S.C. § 1320a-7b(f)) against the Prime Entity Defendants and Dr. Reddy under 42 U.S.C. § 1320a-7a (Civil Monetary Penalties Law) or 42 U.S.C. § 1320a-7(b)(7) (permissive exclusion for fraud, kickbacks, and other prohibited activities) for the Covered Conduct, except as reserved in this paragraph and in Paragraph 20 (concerning reserved claims), below. The OIG-HHS expressly reserves all rights to comply with any statutory obligations to exclude the Prime Entity Defendants and Dr. Reddy from Medicare, Medicaid, and other Federal health care programs under 42 U.S.C. § 1320a-7(a) (mandatory exclusion) based upon the Covered Conduct. Nothing in this paragraph precludes the OIG-HHS from taking action against entities or persons, or for conduct and practices, for which claims have been reserved in Paragraph 20, below, and reserved in this paragraph.

16. In consideration of the obligations of the Prime Entity Defendants and Dr. Reddy in this Agreement, and upon the United States' receipt of full payment of the amounts specified in Paragraphs 1.c and 1.d, DHA shall release and refrain from instituting, directing, or maintaining any administrative action seeking exclusion from the TRICARE Program against the Prime Entity Defendants and Dr. Reddy under 32 C.F.R. § 199.9 for the Covered Conduct, except as reserved in this paragraph and in Paragraph 20 (concerning reserved claims), below. DHA expressly reserves authority to exclude the Prime Entity Defendants and Dr. Reddy from the TRICARE Program under 32 C.F.R. §§ 199.9 (f)(1)(i)(A), (f)(1)(i)(B), and (f)(1)(iii) (mandatory exclusion), based upon the Covered Conduct. Nothing in this paragraph precludes DHA or the TRICARE Program from taking action against entities or persons, or for conduct and practices, for which claims have been reserved in Paragraph 20, below.

17. In consideration of the obligations of the Prime Entity Defendants and Dr. Reddy in this Agreement, and upon the United States' receipt of full payment of the amounts specified in Paragraphs 1.c and 1.d, OPM shall release and refrain from instituting, directing, or maintaining any administrative action seeking exclusion from the FEHBP against the Prime Entity Defendants and Dr. Reddy under 5 U.S.C. § 8902a or 5 C.F.R. Part 890 Subpart J or Part 919 for the Covered Conduct, except as reserved in this paragraph and in Paragraph 20 (concerning reserved claims), below, and except if excluded by the OIG-HHS pursuant to 42 U.S.C. § 1320a-7(a). OPM expressly reserves all rights to comply with any statutory obligation to debar the Prime Entity Defendants and Dr. Reddy from the FEHBP under 5 U.S.C. § 8902a(b) (mandatory exclusion) based upon the Covered Conduct. Nothing in this paragraph precludes OPM from taking action against entities or persons, or for conduct and practices, for which claims have been reserved in Paragraph 20, below.

18. In consideration of the obligations of the Prime Entity Defendants and Dr. Reddy in this Agreement, and upon the United States' receipt of full payment of the amounts specified in Paragraphs 1.c and 1.d, DOL-OWCP agrees to release and refrain from instituting, directing, or maintaining any administrative action seeking exclusion from the FECA program against the Prime Entity Defendants and Dr. Reddy under 20 C.F.R. §§ 10.815 for the Covered Conduct, except as reserved in Paragraph 20 (concerning reserved claims), below, and except if excluded by the OIG-HHS pursuant to 42 U.S.C. § 1320a-7(a). Nothing in this paragraph precludes the DOL-OWCP from taking action against entities or persons, or for conduct and practices, for which claims have been reserved in Paragraph 20, below.

19. In consideration of the obligations of the Prime Entity Defendants and Dr. Reddy in this Agreement, and upon California's receipt of full payment of the amounts specified in

Paragraphs 1.c and 1.d, California agrees to release and refrain from instituting, directing, or maintaining any administrative action seeking permissive exclusion from Medi-Cal against the Prime Entity Defendants and Dr. Reddy for the Covered Conduct, except as reserved in Paragraph 21 (concerning reserved claims), below. California expressly reserves all rights to comply with any mandatory statutory obligations to suspend or exclude the Prime Entity Defendants and/or Dr. Reddy from Medi-Cal or any other program based upon the Covered Conduct. Nothing in this paragraph precludes Medi-Cal from taking action against entities or persons, or for conduct and practices, for which claims have been reserved in Paragraph 21, below, and reserved in this paragraph.

20. Notwithstanding the releases given in Paragraphs 5, 6 and 15-18 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 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, or the FEHBP;
- d. Any liability to the United States (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 other than Dr. Reddy and Dr. Siva; and
- g. Any liability to the United States arising from the Covered Conduct for claims submitted or caused to be submitted to any Medicare+Choice Organization

as defined by 42 U.S.C. § 1395w-28, regarding the conduct described in Recitals I.1, I.2, I.3, and I.4.

21. Notwithstanding the releases given in Paragraphs 7, 8 and 19 of this Agreement, or any other term of this Agreement, the following claims of California are specifically reserved and are not released:

- a. Any criminal liability;
- b. Except as explicitly stated in this Agreement, any administrative liability, including mandatory exclusion from Federal or state health care programs;
- c. Any liability to California (or its agencies) for any conduct other than the Covered Conduct.
- d. Any liability based upon obligations created by this Agreement;
- e. Any liability of individuals other than Dr. Reddy and Dr. Siva;
- f. Any liability to California arising from the Covered Conduct for claims submitted or caused to be submitted to any managed care entities under contract to Medi-Cal as defined by 42 U.S.C. § 1396u-2, regarding the conduct described in Recitals I.1, I.2 and I.3;
- g. Any civil or administrative liability that any person or entity, including the Prime Defendants, and/or the Siva Defendants, have or may have to California or to individual consumers or California program payors under any statute, regulation, or rule not expressly covered by the releases in Paragraphs 7, 8 and 19 above, including, but not limited to, any and all of the following claims: (i) State or federal antitrust violations; and (ii) claims involving unfair and/or deceptive

acts and practices and/or violations of consumer protection laws, or any claims under the California Insurance Frauds Prevention Act.

22. Relator Mansukhani 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 that the Settlement Amounts for each individual claim listed in Paragraph 1.a and 1.b are also fair, adequate, and reasonable under all the circumstances. Conditioned upon Relator Mansukhani's receipt of the Relator Share of the Prime Defendants and Siva Federal Settlements, Relator Mansukhani and his heirs, successors, attorneys, agents, and assigns fully and finally release, waive, and forever discharge the United States, its agencies, officers, agents, employees, and servants, from any claims arising from the filing of the Mansukhani Civil Action or under 31 U.S.C. § 3730, and from any claims to a share of the proceeds of this Agreement and/or the Mansukhani and Arnold Civil Actions.

23. Relator Mansukhani 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 Cal. Gov't Code §12652, and that the Settlement Amounts for each individual claim listed in Paragraphs 1.a and 1.b are also fair, adequate, and reasonable under all the circumstances. Conditioned upon Relator Mansukhani's receipt of the Relator Share of the Prime Defendants and Siva State settlements, Relator Mansukhani and his heirs, successors, attorneys, agents, and assigns fully and finally release, waive, and forever discharge California, its agencies, officers, agents, employees, and servants, from any claims arising from the filing of the Civil Action or under Cal. Gov't Code § 12652,

and from any claims to a share of the proceeds of this Agreement and/or the Mansukhani and Arnold Civil Actions.

24. Relators Arnold and Hill and their 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 that the Settlement Amounts for each individual claim listed in Paragraphs 1.a and 1.b are also fair, adequate, and reasonable under all the circumstances. Conditioned upon the payment of the Relator's Share of the Prime Defendants Federal settlement described in Paragraph 3, Relators Arnold and Hill and their heirs, successors, attorneys, agents, and assigns fully and finally release, waive, and forever discharge the United States, its agencies, officers, agents, employees, and servants, from any claims arising from the filing of the Arnold Civil Action or under 31 U.S.C. § 3730, and from any claims to a share of the proceeds of this Agreement and/or the Mansukhani and Arnold Civil Actions.

25. Relators Arnold and Hill and their 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 Cal. Gov't Code § 12652, and that the Settlement Amounts for each individual claim listed in Paragraphs 1.a and 1.b are also fair, adequate, and reasonable under all the circumstances. Conditioned upon the payment of the Relator's Share of the Prime Defendants State settlement described in Paragraph 4, Relators Arnold and Hill and their heirs, successors, attorneys, agents, and assigns fully and finally release, waive, and forever discharge California, its agencies, officers, agents, employees, and servants, from any claims arising from the filing of the Arnold Civil Action or under 31 U.S.C.

§ 3730, and from any claims to a share of the proceeds of this Agreement and/or the Mansukhani and Arnold Civil Actions.

26. Conditioned upon payment of the amounts listed in Paragraphs 1.c and 1.d, Relator Mansukhani, for himself, and for his heirs, successors, attorneys, agents, and assigns, releases the Prime Defendants, A&A, and HDHI and their officers, agents, and employees, from any liability to Relator Mansukhani arising from any and all claims set forth in the Mansukhani Civil Action, with the exception of Relator Mansukhani's claims under 31 U.S.C. § 3730(d) and Cal. Gov't Code § 12652(g) for expenses or attorneys' fees and costs.

27. Conditioned upon payment of the amounts listed in Paragraph 1.e, Relator Mansukhani, for himself, and for his heirs, successors, attorneys, agents, and assigns, releases Dr. Siva and the Siva PC from any liability to Relator Mansukhani arising from any and all claims set forth in the Mansukhani Civil Action, with the exception of Relator Mansukhani's claims under 31 U.S.C. § 3730(d) and Cal. Gov't Code § 12652(g) for expenses or attorneys' fees and costs.

28. Conditioned upon payment of the amounts listed in Paragraphs 1.c and 1.d, relators Arnold and Hill, for themselves, and for their heirs, successors, attorneys, agents, and assigns, release the Prime Defendants and their officers, agents, and employees, from any liability to Relators Arnold and Hill arising from any and all claims set forth in the Arnold Civil Action, with the exception of Relators Arnold and Hill's claims under 31 U.S.C. § 3730(d) and Cal. Gov't Code § 12652(g) for expenses or attorneys' fees and costs, and Relators Arnold and Hill's claims for wrongful termination and retaliation under 31 U.S.C. §3730(h), Cal. Gov. Code § 12653, and Cal. Labor Code § 1102.5.

29. The Prime Defendants and the Siva Defendants 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 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.

30. The Prime Defendants and the Siva Defendants fully and finally release 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 the Prime Defendants and the Siva Defendants 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 or the United States' investigation or prosecution thereof.

31. The Prime Defendants and the Siva Defendants fully and finally release California, its agencies, officers, agents, employees, and servants, from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that the Prime Defendants and the Siva Defendants have asserted, could have asserted, or may assert in the future against California, its agencies, officers, agents, employees, and servants, related to the Covered Conduct or California's investigation or prosecution thereof.

32. In consideration of the obligations and promises as set forth in this Agreement, the Prime Defendants and the Siva Defendants fully and finally release Relator Mansukhani from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that the Prime Defendants and the Siva Defendants have asserted, could have

asserted, or may assert in the future against Relator Mansukhani, related to the Covered Conduct, the Mansukhani Civil Action, and Relator Mansukhani's investigation and prosecution thereof.

33. In consideration of the obligations and promises as set forth in this Agreement, the Prime Defendants fully and finally release Relators Arnold and Hill from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that the Prime Defendants have asserted, could have asserted, or may assert in the future against Relators Arnold and Hill, related to the Covered Conduct, the Arnold Civil Action, and Relators Arnold and Hill's investigation and prosecution thereof.

34. 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) or by Medi-Cal or any other California program payor, related to the Covered Conduct; and the Prime Defendants and the Siva Defendants agree not to resubmit to any Medicare contractor, or Medi-Cal or any other California program payor any previously denied claims related to the Covered Conduct, agree not to appeal any such denials of claims, and agree to withdraw any such pending appeals.

35. The Prime Defendants and the Siva 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 the Prime Defendants or the Siva Defendants, 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 investigation(s) of the matters covered by this Agreement;
- (3) the Prime Defendants' and the Siva Defendants' investigations, defenses, and corrective actions undertaken in response to the United States' 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;
- (5) the payments that the Prime Defendants, Dr. Siva, and the Siva PC make to the United States pursuant to this Agreement and any payments that the Prime Defendants, Dr. Siva, and the Siva PC may make to Relator Mansukhani and Relators Arnold and Hill, including costs and attorneys' fees; and
- (6) the negotiation of, and obligations undertaken pursuant to the CIA to: (i) retain an independent review organization to perform annual reviews as described in Section III of the CIA; and (ii) prepare and submit reports to the OIG-HHS are unallowable costs for government contracting purposes and under the Medicare Program, Medicaid Program, and the TRICARE Program, (hereinafter referred to as Unallowable Costs). However, nothing in Paragraph 35.a.(6) that may apply to the obligations undertaken pursuant to the CIA affects the status of costs that are not allowable based on any other authority applicable to the Prime Defendants.

b. Future Treatment of Unallowable Costs: Unallowable Costs shall be separately determined and accounted for in nonreimbursable cost centers by the Prime Entity Defendants, and the Prime Entity Defendants 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 Prime Entity Defendants or any of their subsidiaries or affiliates to the Medicare, Medicaid, TRICARE, or FEHBP Programs.

c. Treatment of Unallowable Costs Previously Submitted for Payment: The Prime Entity Defendants further agree that within 90 days of the Effective Date of this Agreement they shall identify to applicable Medicare and TRICARE fiscal intermediaries, carriers, and/or contractors, and Medicaid and FEHBP fiscal agents, any Unallowable Costs (as defined in this paragraph) 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 Prime Entity Defendants, or any of their 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. The Prime Entity Defendants agree that the United States, at a minimum, shall be entitled to recoup from the Prime Entity 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 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 Prime Entity Defendants or any of their subsidiaries or affiliates on the effect of inclusion of Unallowable Costs (as defined in this paragraph) on the Prime Entity

Defendants' or any of their subsidiaries or affiliates' cost reports, cost statements, or information reports.

d. Nothing in this Agreement shall constitute a waiver of the rights of the United States to audit, examine, or re-examine the books and records of the Prime Entity Defendants to determine that no Unallowable Costs have been claimed in accordance with the provisions of this paragraph.

36. The Prime Defendants and the Siva Defendants agree to cooperate fully and truthfully with the United States' and California's investigations of individuals and entities not released in this Agreement. Upon reasonable notice, the Prime Defendants and the Siva Defendants 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 former directors, officers, and employees for interviews and testimony, consistent with the rights and privileges of such individuals. The Prime Defendants and the Siva Defendants further agree to furnish to the United States and California, upon request, complete and unredacted copies of all non-privileged documents, reports, memoranda of interviews, and records in their possession, custody, or control concerning any investigation of the Covered Conduct that any of them has undertaken, or that has been performed by another on its or his behalf.

37. 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 38 (waiver for beneficiaries paragraph), below.

38. The Prime Defendants and the Siva 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.

39. Upon receipt of the payments described in Paragraphs 1.c and 1.d, above, Relator Mansukhani, the Prime Defendants, A&A, and HDHI shall promptly sign and file in the *Mansukhani* Civil Action a Joint Stipulation of Dismissal against the Prime Defendants, A&A, and HDHI pursuant to Rule 41(a)(1). At the same time, pursuant to 31 U.S.C. § 3730(b)(1), the United States will file its consent to the dismissal of the *Mansukhani* Civil Action against the Prime Defendants, A&A, and HDHI with prejudice to the Relator, and with prejudice to the United States only as to the Covered Conduct released in this Agreement, and otherwise without prejudice to the United States. Also at the same time, California will file its consent to the dismissal of the *Mansukhani* Civil Action against the Prime Defendants, A&A, and HDHI with prejudice to the Relator, and with prejudice to California only as to the Covered Conduct released in this Agreement, and otherwise without prejudice to California.

40. Upon receipt of the payments described in Paragraph 1.e above, the United States, California, and Relator Mansukhani shall promptly sign and file in the *Mansukhani* Civil Action a Satisfaction of Judgment as to the United States, a Satisfaction of Judgment as to California, and a Satisfaction of Judgment as to Relator Mansukhani. In addition, Relator Mansukhani, Dr. Siva and the Siva PC shall promptly sign and file in the *Mansukhani* Civil Action a Stipulation of Dismissal against Dr. Siva and the Siva PC. At the same time, pursuant to 31 U.S.C. § 3730(b)(1), the United States will file its consent to the dismissal of the *Mansukhani* Civil Action against Dr. Siva and the Siva PC with prejudice to the Relator and with prejudice to the United States only as to the Covered Conduct released in this Agreement, and otherwise without prejudice to the United States. Also at the same time, California will file its consent to the

dismissal of the *Mansukhani* Civil Action against Dr. Siva and the Siva PC with prejudice to the Relator and with prejudice to California only as to the Covered Conduct released in this Agreement, and otherwise without prejudice to California.

41. Upon receipt of the payments described in Paragraphs 1.c and 1.d, above, Relators Arnold and Hill shall promptly sign and file in the Arnold Civil Action a Notice of Dismissal pursuant to Rule 41(a)(1).

42. Each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement, except that nothing in this paragraph shall release, waive or affect any claim of Relator Mansukhani against the Prime Defendants and the Siva Defendants for attorneys' fees and costs under 31 U.S.C. § 3730(d) and Cal. Gov't Code § 12652(g)(8). Such claim for fees and costs has been resolved by a separate agreement between Relator Mansukhani, the Prime Defendants and the Siva Defendants, which releases all claims by Relator Mansukhani and his counsel under 31 U.S.C. § 3730(d) and Cal. Gov't Code § 12652(g)(8). Further, nothing in this paragraph shall release, waive or affect any claim of Relators Arnold and Hill against the Prime Defendants for attorneys' fees and costs under 31 U.S.C. § 3730(d) and Cal. Gov't Code § 12652(g)(8). Such claim for fees and costs has been resolved by a separate agreement between Relators Arnold and Hill and the Prime Defendants, which releases all claims by Relators Arnold and Hill and their counsel under 31 U.S.C. § 3730(d) and Cal. Gov't Code § 12652(g)(8).

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

44. 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 Central District of California. 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.

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

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

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

48. This Agreement is binding on the successors, transferees, heirs, and assigns of the Prime Defendants and the Siva Defendants.

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

50. This Agreement is binding on Relators Arnold and Hill's successors, transferees, heirs and assigns.

51. All parties consent to the United States' and California's disclosure of this Agreement, and information about this Agreement, to the public.

52. 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: 6/1/21

BY: Marie V. Bonkowski
MARIE V. BONKOWSKI
Senior Trial Counsel
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: _____

BY: _____
ABRAHAM C. MELTZER
Assistant United States Attorney
Deputy Chief, Civil Fraud Section
United States Attorney's Office for the
Central District of California

DATED: _____


BY: _____
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

THE UNITED STATES OF AMERICA

DATED: _____

BY: _____
MARIE V. BONKOWSKI
Senior Trial Counsel
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: 5-18-2021

BY:  _____
ABRAHAM C. MELTZER
Assistant United States Attorney
Deputy Chief, Civil Fraud Section
United States Attorney's Office for the
Central District of California

DATED: _____

BY: _____
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

THE UNITED STATES OF AMERICA

DATED: _____

BY: _____

MARIE V. BONKOWSKI
Senior Trial Counsel
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: _____

BY: _____

ABRAHAM C. MELTZER
Assistant United States Attorney
Deputy Chief, Civil Fraud Section
United States Attorney's Office for the
Central District of California

DATED: 5/26/2021

BY: 

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: 05/19/2021

for

BY:

BLEY.PAUL.NICHO
 LAS.1099873821
 SALVATORE M. MAIDA
 General Counsel
 Defense Health Agency
 United States Department of Defense

Digitally signed by
 BLEY.PAUL.NICHOLAS.10998738
 21
 Date: 2021.05.19 14:49:22 -04'00'

DATED: _____

BY:

EDWARD M. DEHARDE
 Assistant Director of Federal Employee
 Insurance Operations
 Healthcare and Insurance
 United States Office of Personnel Management

DATED: _____

BY:

PAUL ST. HILLAIRES
 Assistant Inspector General
 for Legal & Legislative Affairs
 Office of the Inspector General
 United States Office of Personnel Management

DATED:

BY:

JENNIFER VALDIVIESO
 Deputy Director for Program and System Integrity
 Division of Federal Employees', Longshore and
 Harbor Workers' Compensation
 Office of Workers' Compensation Programs
 United States Department of Labor

DATED: _____

BY: _____
SALVATORE M. MAIDA
General Counsel
Defense Health Agency
United States Department of Defense

DATED: _____

BY: **EDWARD DEHARDE**  Digitally signed by EDWARD DEHARDE
Date: 2021.05.24 18:09:02 -04'00'
EDWARD M. DEHARDE
Assistant Director of Federal Employee
Insurance Operations
Healthcare and Insurance
United States Office of Personnel Management

DATED: _____

BY: _____
PAUL ST. HILLAIRES
Assistant Inspector General
for Legal & Legislative Affairs
Office of the Inspector General
United States Office of Personnel Management

DATED: _____

BY: _____
JENNIFER VALDIVIESO
Deputy Director for Program and System Integrity
Division of Federal Employees', Longshore and
Harbor Workers' Compensation
Office of Workers' Compensation Programs
United States Department of Labor

DATED: _____

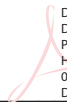
BY: _____
SALVATORE M. MAIDA
General Counsel
Defense Health Agency
United States Department of Defense

DATED: _____

BY: _____
EDWARD M. DEHARDE
Assistant Director of Federal Employee
Insurance Operations
Healthcare and Insurance
United States Office of Personnel Management

DATED: _____

BY: _____
**PAUL ST
HILLAIRE**
PAUL ST. HILLAIRE
Assistant Inspector General
for Legal & Legislative Affairs
Office of the Inspector General
United States Office of Personnel Management

 Digitally signed by PAUL ST HILLAIRE
DN: c=US, o=U.S. Government, ou=Office of
Personnel Management, cn=PAUL ST
HILLAIRE,
0.9.2342.19200300.100.1.1=24001000034787
Date: 2021.05.24 18:53:50 -04'00'

DATED:

BY: _____
JENNIFER VALDIVIESO
Deputy Director for Program and System Integrity
Division of Federal Employees', Longshore and
Harbor Workers' Compensation
Office of Workers' Compensation Programs
United States Department of Labor

DATED: _____

BY: _____

SALVATORE M. MAIDA
General Counsel
Defense Health Agency
United States Department of Defense

DATED: _____

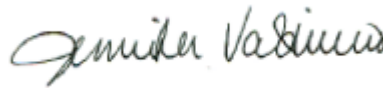
BY: _____

EDWARD M. DEHARDE
Assistant Director of Federal Employee
Insurance Operations
Healthcare and Insurance
United States Office of Personnel Management

DATED: _____

BY: _____

PAUL ST. HILLAIRES
Assistant Inspector General
for Legal & Legislative Affairs
Office of the Inspector General
United States Office of Personnel Management



DATED: 5/25/21

BY: _____

JENNIFER VALDIVIESO
Deputy Director for Program and System Integrity
Division of Federal Employees', Longshore and
Harbor Workers' Compensation
Office of Workers' Compensation Programs
United States Department of Labor

THE STATE OF CALIFORNIA

DATED: May 18, 2021

BY: Nicholas Paul
NICHOLAS PAUL
Senior Assistant Attorney General
California Department of Justice
Division of Medi-Cal Fraud and Elder Abuse

DATED: _____

BY: _____
WILL LIGHTBOURNE
Director
California Department of Health Care Services

THE STATE OF CALIFORNIA

DATED: _____

BY: _____

NICHOLAS PAUL
Senior Assistant Attorney General
California Department of Justice
Division of Medi-Cal Fraud and Elder Abuse

DATED: 05/28/21

BY:  _____

WILL LIGHTBOURNE
Director
California Department of Health Care Services

RELATOR MARTIN MANSUKHANI

DATED: 5/19/2021

BY: 
MARTIN MANSUKHANI

DATED: 5/19/21

BY: 
JUSTIN BERGER
COTCHETT PITRE & McCARTHY LLP
Counsel to Relator Martin Mansukhani


DATED: 5/19/21

BY: 
EDWARD H. ARENS
PHILLIPS & COHEN LLP
Counsel to Relator Martin Mansukhani

RELATORS MARSHA ARNOLD & JOSEPH HILL

DATED: 5/18/21 BY: 
MARSHA ARNOLD

DATED: _____ BY: _____
JOSEPH HILL

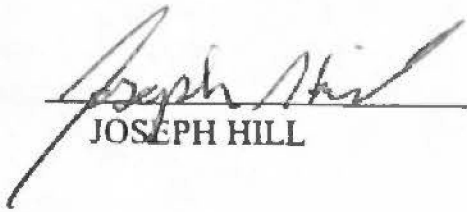
DATED: 5/18/21 BY: 
JOHN R. PARKER, JR.
CUTTER LAW, P.C.
Counsel to Relators Marsha Arnold
and Joseph Hill

RELATORS MARSHA ARNOLD & JOSEPH HILL

DATED: _____

BY: _____
MARSHA ARNOLD

DATED: 5-18-21

BY: 
JOSEPH HILL

DATED: _____

BY: _____
JOHN R. PARKER, JR.
CUTTER LAW, P.C.
Counsel to Relators Marsha Arnold
and Joseph Hill

**DEFENDANTS - DESERT VALLEY HOSPITAL, INC., HIGH DESERT HEART
VASCULAR INSTITUTE, INC., PRIME HEALTHCARE SERVICES, INC.,
PRIME HEALTHCARE FOUNDATION, INC., AND
PRIME HEALTHCARE MANAGEMENT, INC.**

DATED: 5/19/21 BY: _____



A. JOEL RICHLIN
Vice President & General Counsel
Desert Valley Hospital, Inc., High Desert Heart Vascular
Institute, Inc., Prime Healthcare Services, Inc., Prime
Healthcare Foundation, Inc., and Prime Healthcare
Management, Inc.

DATED: _____

BY: _____

MICHAEL E. PAULHUS
KING & SPALDING, LLP
Counsel for Desert Valley Hospital, Inc., High Desert Heart
Vascular Institute, Inc., Prime Healthcare Services, Inc.,
Prime Healthcare Foundation, Inc., and Prime Healthcare
Management, Inc.

**DEFENDANTS - DESERT VALLEY HOSPITAL, INC., HIGH DESERT HEART
VASCULAR INSTITUTE, INC., PRIME HEALTHCARE SERVICES, INC.,
PRIME HEALTHCARE FOUNDATION, INC., AND
PRIME HEALTHCARE MANAGEMENT, INC.**

DATED: _____

BY: _____

A. JOEL RICHLIN
Vice President & General Counsel
Desert Valley Hospital, Inc., High Desert Heart Vascular
Institute, Inc., Prime Healthcare Services, Inc., Prime
Healthcare Foundation, Inc., and Prime Healthcare
Management, Inc.

DATED: 5/19/21

BY: Michael E. Paulhus

MICHAEL E. PAULHUS
KING & SPALDING, LLP
Counsel for Desert Valley Hospital, Inc., High Desert Heart
Vascular Institute, Inc., Prime Healthcare Services, Inc.,
Prime Healthcare Foundation, Inc., and Prime Healthcare
Management, Inc.

DEFENDANT - DR. PREM REDDY, M.D.

DATED: 5/19/21 BY: prem Reddy
DR. PREM REDDY, M.D.

DATED: BY: _____
MARK HARDIMAN
NELSON HARDIMAN
Counsel for Dr. Prem Reddy, M.D.

DEFENDANT - DR. PREM REDDY, M.D.

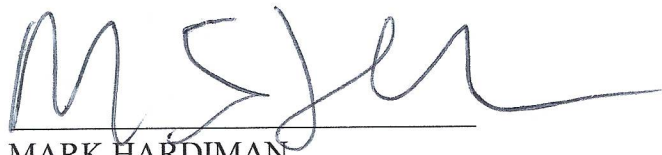
DATED:

BY:

DR. PREM REDDY, M.D.

DATED: 5-19-21

BY:



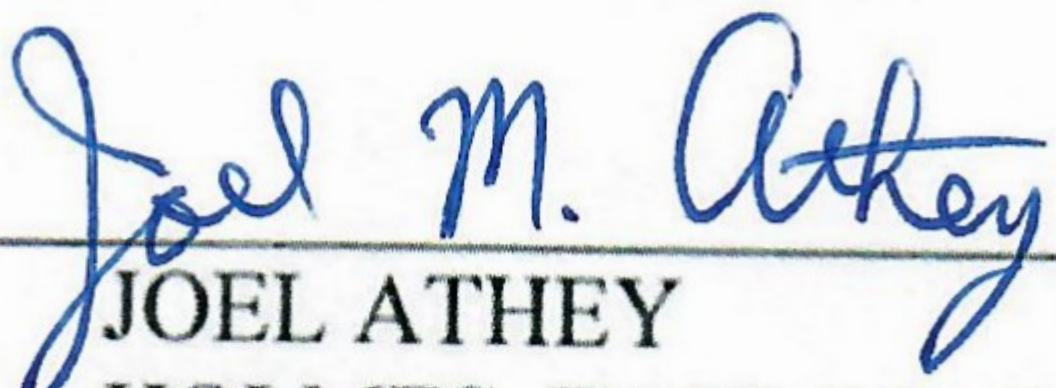
MARK HARDIMAN
NELSON HARDIMAN
Counsel for Dr. Prem Reddy, M.D.

DEFENDANTS - DR. SIVA ARUNASALAM, M.D. , SIVA ARUNASALAM, M.D., a PROFESSIONAL MEDICAL CORPORATION; A&A SURGERY CENTER, a MEDICAL CORPORATION, and HIGH DESERT HEART INSTITUTE MEDICAL CORPORATION

DATED: 5/21/21

BY: 
DR. SIVA ARUNASALAM, M.D.

DATED: 5/21/2021

BY: 
JOEL ATHEY
HOLMES, TAYLOR, COHEN & JONES LLP
Counsel for Dr. Siva Arunasalam, M.D., Siva Arunasalam, M.D. a Professional Medical Corporation, A&A Surgery Center, and High Desert Heart Institute, Inc.