

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into among the United States of America, acting through the United States Department of Justice and on behalf of the Office of Inspector General (“OIG-HHS”) of the Department of Health and Human Services (“HHS”) (collectively, the “United States”); Riad Zahr (“Zahr”), Plymouth Towne Care Pharmacy, Inc. d/b/a People’s Drug Store (“People’s Drug Store”), and Shaska Pharmacy LLC d/b/a Ray’s Drugs (“Ray’s Drugs”) (collectively, “Defendants”); and Rebecca Socol (the “Relator”), through their authorized representatives (together, “the Parties”).

RECITALS

- A. Riad “Ray” Zahr is a licensed pharmacist residing in Dearborn, Michigan.
- B. People’s Drug Store was a pharmacy located in Plymouth, Indiana. Zahr was the president and principal owner of People’s Drug Store until the business was discontinued in September 2019.
- C. Ray’s Drugs was a pharmacy located in Livonia, Michigan. Zahr was the president and owner of Ray’s Drugs until the business was discontinued in March 2019.
- D. Evzio was the brand name for an injectable form of naloxone hydrochloride that kaléo, Inc manufactured and marketed. Evzio was one of several naloxone products on the market indicated for use on an emergent basis in the case of opioid overdose. During the relevant period, Evzio was the highest-priced version of naloxone on the market, and insurers frequently required the submission of prior authorization requests before they would approve coverage for Evzio.
- E. On January 10, 2018, Relator filed an action in the United States District Court for the District of Massachusetts with docket number 18-cv-10050-RGS, pursuant to the qui tam provisions of the False Claims Act, 31 U.S.C. § 3730(b) (the “Civil Action”). Relator filed an

amended complaint on August 8, 2018. The Civil Action alleges, among other things, that People's Drug Store submitted false claims for payment to the Medicare Program, Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395lll ("Medicare"), for Evzio, by using materially false statements and documents to obtain favorable prior authorization determinations for Evzio, by filling Evzio prescriptions that were not medically necessary, and by submitting claims that were tainted by violations of the Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b).

F. The United States contends that Defendants submitted and caused the submission of false claims for payment to Medicare for Evzio during the period from August 1, 2017 through June 30, 2019. The United States contends these claims were false under the False Claims Act because Defendants submitted or caused the submission of materially false prior authorization requests for Evzio and waived Medicare beneficiary co-payment obligations for Evzio in violation of the Anti-Kickback Statute. More specifically, the United States contends:

1. Between August 1, 2017 and June 30, 2019, People's Drug Store and Ray's Drugs processed and filled Evzio prescriptions. To generate business for People's Drug Store and Ray's Drugs, Defendants coordinated with kaléo sales representatives to obtain information about patients to whom doctors had prescribed Evzio. At times, kaléo sales representatives provided Defendants with lists of patients that pain management or addiction treatment doctors had seen on a given day, with only rudimentary patient demographic identifiers such as name, date of birth, and phone number. Defendants initiated Evzio prescriptions based on these rudimentary patient lists.

2. Defendants also coordinated with kaléo sales representatives and with prescribing doctors to obtain prescribers' credentials for CoverMyMeds, an online portal through which providers may complete prior authorization request forms and submit those forms to insurers for coverage determinations.

3. Defendants thereafter logged into CoverMyMeds using the providers' accounts, completed Evzio prior authorization request forms, and submitted them to insurers, including to Medicare prescription drug plans. These Evzio prior authorizations contained materially false and misleading assertions, including: (a) assertions about patients' diagnoses and medical conditions for which Defendants had no factual basis; and (b) assertions purportedly authored by prescribing physicians but in fact authored by Defendants about the effectiveness of Evzio compared to competing forms of naloxone.

4. When Evzio prior authorization request forms called for a prescribing physician's signature, Defendants typically affixed either Zahr's own signature or a saved

electronic version of the prescribing physician's signature, to create the false appearance that the prescribing physician had reviewed the prior authorization request, attested to its accuracy, and submitted it to the insurer for review. In truth, the prescribing physician did not review, sign, or submit the request.

5. Defendants also shipped Evzio prescriptions to Medicare beneficiaries at times without collecting or attempting to collect co-payment obligations for Evzio, and without taking steps to confirm whether any beneficiary suffered from a financial hardship that would affect his or her ability to pay. Defendants waived Evzio co-payment obligations for Medicare beneficiaries ranging from less than \$10 to over \$3,000.

The United States' contentions as described in this paragraph are referred to below as the "Covered Conduct."

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

H. Defendants agree not to take any action or to make or permit to be made any public statement denying, directly or indirectly, any of the Covered Conduct or creating the impression that the Covered Conduct is without factual basis. Nothing in this paragraph affects Defendants' (i) testimony obligations or (ii) right to take legal or factual positions concerning litigation or other legal proceedings in which the United States is not a party.

In consideration of the mutual promises and obligations of this Settlement Agreement, the Parties agree and covenant as follows:

TERMS AND CONDITIONS

1. Defendants shall pay to the United States \$1,000,000, plus interest accruing at an annual rate of 1.5% per annum from November 23, 2021, and continuing until and including the day payment is completed ("Settlement Amount"). Within 10 days after the Effective Date of this Agreement, Defendants shall make an initial payment to the United States of \$148,000.

Thereafter, Defendants shall pay the United States the remaining balance, plus accrued interest on the outstanding balance, in 24 monthly payments according to the scheduled attached hereto

as Exhibit A (“Settlement Payment Schedule”). Defendants shall make all such payments to the United States by electronic funds transfers pursuant to written instructions provided by the United States. The entire balance of the Settlement Amount or any portion thereof may be prepaid at any time without penalty. Of the Settlement Amount, \$1,000,000 is restitution to the United States.

2. Conditioned upon the United States receiving each payment on the Settlement Payment Schedule and as soon as feasible after receipt, the United States shall pay 20 percent of each such payment to Relator by electronic funds transfer (“Relator’s Share”).

3. Subject to the exceptions in Paragraphs 5, 7, 16, and 17 below, and upon the United States’ receipt of the full Settlement Amount, plus interest due under Paragraph 1, the United States releases Defendants from any civil or administrative monetary claim the United States has for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-33, the Civil Monetary Penalties Law, 42 U.S.C. § 1320a-7a, the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-12, or the common law theories of payment by mistake, unjust enrichment, and fraud.

4. Subject to the exceptions in 5, 7, 16, and 17 below, and upon the United States’ receipt of the full Settlement Amount, plus interest due under Paragraph 1, and upon Relator’s receipt of \$3,000 from Defendants towards Realtor’s claim for reasonable expenses, attorneys’ fees, and costs pursuant to 31 U.S.C. § 3730(d), Relator, for herself and for her heirs, successors, attorneys, agents, and assigns, releases Defendants from any civil monetary claim Relator has on behalf of the United States for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-33, including any related claim for reasonable expenses, attorneys’ fees, and costs.

5. Notwithstanding the releases given in Paragraphs 3 and 4 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;
- 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;
- g. Any liability for express or implied warranty claims or other claims for defective or deficient products or services, including quality of goods and services;
- h. Any liability for failure to deliver goods or services due; and
- i. Any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct.

6. Relator and her heirs, successors, attorneys, agents, and assigns shall not object to this Agreement but agree and confirm that this Agreement is fair, adequate, and reasonable under all the circumstances, pursuant to 31 U.S.C. § 3730(c)(2)(B). Conditioned upon Relator's receipt of the Relator's Share, Relator and her heirs, successors, attorneys, agents, and assigns fully and finally release, waive, and forever discharge the United States, its agencies, officers, agents, employees, and servants from any claims arising from the filing of the Civil Action or under

31 U.S.C. § 3730, and from any claims to a share of the proceeds of this Agreement and/or the Civil Action.

7. Defendants have provided sworn financial disclosures and supporting documents (together, “Financial Disclosures”) to the United States and the United States has relied on the accuracy and completeness of those Financial Disclosures in reaching this Agreement.

Defendants warrant that the Financial Disclosures are complete, accurate, and current as of the Effective Date of this Agreement. If the United States learns of asset(s) in which Defendants had an interest of any kind as of the Effective Date of this Agreement (including, but not limited to, promises by insurers or other third parties to satisfy Defendants’ obligations under this Agreement) that were not disclosed in the Financial Disclosures, or if the United States learns of any false statement or misrepresentation by Defendants on, or in connection with, the Financial Disclosures, and if such nondisclosure, false statement, or misrepresentation changes the estimated net worth set forth in the financial disclosures by \$100,000 or more, the United States may at its option: (a) rescind this Agreement and reinstate its suit or file suit based on the Covered Conduct or (b) collect the full Settlement Amount in accordance with the Agreement plus one hundred percent (100%) of the net value of Defendants’ previously undisclosed assets. Defendants agree not to contest any collection action undertaken by the United States pursuant to this provision, and agree that they will immediately pay the United States the greater of (i) ten percent (10%) surcharge of the amount collected in the collection action, as allowed by 28 U.S.C. § 3011(a), or (ii) the United States’ reasonable attorneys’ fees and expenses incurred in such an action. In the event that the United States, pursuant to this paragraph rescinds this Agreement, Defendants waive and agree not to plead, argue, or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel, or similar theories, to any civil or administrative claims that (a) are filed by the United States within 120 calendar days of written

notification to Defendants that this Agreement has been rescinded, and (b) relate to the Covered Conduct, except to the extent that these defenses were available on May 13, 2021.

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

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

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

11. 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 any state payer, related to the Covered Conduct; and Defendants agree not to resubmit to any Medicare contractor or any state payer 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.

12. Defendants agree to the following:

a. Unallowable Costs Defined: All costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47; and in Titles XVIII and XIX of the Social Security Act, 42 U.S.C. §§ 1395-1395lll and 1396-1396w-5; and the regulations and official program directives promulgated thereunder) incurred by or on behalf of Defendants, 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) Defendants' investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and investigation(s) in connection with the matters covered by this Agreement (including attorneys' fees);
- (4) the negotiation and performance of this Agreement; and
- (5) the payment Defendants make to the United States pursuant to this Agreement and any payments that Defendants may make to Relator, including costs and attorneys fees.

are unallowable costs for government contracting purposes and under the Medicare Program, Medicaid Program, TRICARE Program, and Federal Employees Health Benefits Program (FEHBP) (hereinafter referred to as "Unallowable Costs").

b. Future Treatment of Unallowable Costs: Unallowable Costs shall be separately determined and accounted for by Defendants, and Defendants shall not charge such Unallowable Costs directly or indirectly to any contracts with the 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 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:

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 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. Defendants agree that the United States, at a minimum, shall be entitled to recoup from Defendants any overpayment plus applicable interest and penalties as a result of the inclusion of such Unallowable Costs on previously-submitted cost reports, information reports, cost statements, or requests for payment.

Any payments due after the adjustments have been made shall be paid to the 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 Defendants or any of their subsidiaries or affiliates on the effect of inclusion of Unallowable Costs (as defined in this paragraph) on 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 Defendants' books and records to determine that no Unallowable Costs have been claimed in accordance with the provisions of this paragraph.

13. Defendants agree to cooperate fully and truthfully with the United States' investigation of individuals and entities not released in this Agreement. Upon reasonable notice, 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. Defendants further agree to furnish to the United States, upon request, complete and unredacted copies of all non-privileged documents, reports, memoranda of interviews, and records in its possession, custody, or control concerning any investigation of the Covered Conduct that they have undertaken, or that have been performed by another on their behalf.

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

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

16. The Settlement Amount represents the amount the United States is willing to accept in compromise of its civil claims arising from the Covered Conduct due solely to Defendants' financial condition as reflected in the Financial Disclosures referenced in Paragraph 7.

a. In the event that Defendants fail to pay the Settlement Amount as provided in the Settlement Payment Schedule set forth in Paragraph 1 above, Defendants shall be in default of Defendants' payment obligations ("Default"). The United States will provide a written

Notice of Default, and Defendants shall have an opportunity to cure such Default within seven (7) calendar days from the date of receipt of the Notice of Default by making the payment due under the payment schedule and paying any additional interest accruing under the Settlement Agreement up to the date of payment. Notice of Default will be delivered to Riad Zahr, or to other such representative as Defendants shall designate in advance in writing. If Defendants fail to cure the Default within seven (7) calendar days of receiving the Notice of Default and in the absence of an agreement with the United States to a modified payment schedule (“Uncured Default”), the remaining unpaid balance of the Settlement Amount shall become immediately due and payable, and interest on the remaining unpaid balance shall thereafter accrue at the rate of 12% per annum, compounded daily from the date of Default, on the remaining unpaid total (principal and interest balance).

b. In the event of an Uncured Default, Defendants agree that the United States, at its sole discretion, may (i) retain any payments previously made, rescind this Agreement and pursue the Civil Action or bring any civil and/or administrative claim, action, or proceeding against Defendants for the claims that would otherwise be covered by the releases provided in Paragraphs 3 and 4 above, with any recovery reduced by the amount of any payments previously made by Defendants to the United States under this Agreement; (ii) take any action to enforce this Agreement in a new action or by reinstating the Civil Action; (iii) offset the remaining unpaid balance from any amounts due and owing to Defendants and/or affiliated companies by any department, agency, or agent of the United States at the time of Default or subsequently; and/or (iv) exercise any other right granted by law, or under the terms of this Agreement, or recognizable at common law or in equity. The United States shall be entitled to any other rights granted by law or in equity by reason of Default, including referral of this matter for private collection. In the event the United States pursues a collection action,

Defendants agree immediately to pay the United States the greater of (i) a ten-percent (10%) surcharge of the amount collected, as allowed by 28 U.S.C. § 3011(a), or (ii) the United States' reasonable attorneys' fees and expenses incurred in such an action. In the event that the United States opts to rescind this Agreement pursuant to this paragraph, Defendants waive and agree not to plead, argue, or otherwise raise any defenses of statute of limitations, laches, estoppel or similar theories, to any civil or administrative claims that are (i) filed by the United States against Defendants within 120 days of written notification that this Agreement has been rescinded, and (ii) relate to the Covered Conduct, except to the extent these defenses were available on May 13, 2021. Defendants agree not to contest any offset, recoupment, and/or collection action undertaken by the United States pursuant to this paragraph, either administratively or in any state or federal court, except on the grounds of actual payment to the United States.

c. In the event of Uncured Default, OIG-HHS may exclude Defendants from participating in all Federal health care programs until Defendants pay the Settlement Amount, with interest, as set forth above ("Exclusion for Default"). OIG-HHS will provide written notice of any such exclusion to Defendants. Defendants waive any further notice of the exclusion under 42 U.S.C. § 1320a-7(b)(7), and agree not to contest such exclusion either administratively or in any state or federal court. Reinstatement to program participation is not automatic. If at the end of the period of exclusion, Defendants wish to apply for reinstatement, they must submit a written request for reinstatement to OIG-HHS in accordance with the provisions of 42 C.F.R. §§ 1001.3001-3005. Defendants will not be reinstated unless and until OIG-HHS approves such request for reinstatement. The option for Exclusion for Default is in addition to, and not in lieu of, the options identified in this Agreement or otherwise available.

17. In exchange for valuable consideration provided in this Agreement, Zahr acknowledges the following:

a. Zahr has reviewed his financial situation and warrants that he is solvent within the meaning of 11 U.S.C. §§ 547(b)(3) and 548(a)(1)(B)(ii)(I) and shall remain solvent following payment to the United States of the Settlement Amount.

b. In evaluating whether to execute this Agreement, the Parties intend that the mutual promises, covenants, and obligations set forth herein constitute a contemporaneous exchange for new value given to Defendants, within the meaning of 11 U.S.C. § 547(c)(1), and the Parties conclude that these mutual promises, covenants, and obligations do, in fact, constitute such a contemporaneous exchange.

c. The mutual promises, covenants, and obligations set forth herein are intended by the Parties to, and do in fact, constitute a reasonably equivalent exchange of value.

d. The Parties do not intend to hinder, delay, or defraud any entity to which Defendants were or became indebted to on or after the date of any transfer contemplated in this Agreement, within the meaning of 11 U.S.C. § 548(a)(1).

e. If Defendants' obligations under this Agreement are avoided for any reason (including but not limited to, through the exercise of a trustee's avoidance powers under the Bankruptcy Code) or if, before the Settlement Amount is paid in full, any Defendant or a third party commences a case, proceeding, or other action under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors seeking any order for relief of any Defendant's debts, or to adjudicate any Defendant as bankrupt or insolvent; or seeking appointment of a receiver, trustee, custodian, or other similar official for any Defendant or for all or any substantial part of any Defendant's assets:

(i) the United States may rescind the releases in this Agreement and bring any civil and/or administrative claim, action, or proceeding against Defendants for the claims that would otherwise be covered by the releases provided in Paragraphs 3 and 4 above;

(ii) the United States has an undisputed, noncontingent, and liquidated allowed claim against Defendants in the amount of \$3,409,596, less any payments received pursuant to this agreement, provided, however, that such payments are not otherwise avoided and recovered from the United States by any Defendant, a receiver, trustee, custodian, or other similar official for any Defendant; and (iii) if any payments are avoided and recovered by any Defendant, a receiver, trustee, custodian, or similar official for any Defendant, Relator shall, within thirty days of written notice from the United States to the undersigned Relator's counsel, return any portions of such payments already paid by the United States to Relator pursuant to Paragraph 2.

f. Defendants agree that any civil and/or administrative claim, action, or proceeding brought by the United States under Paragraph 17.e is not subject to an "automatic stay" pursuant to 11 U.S.C. § 362(a) because it would be an exercise of the United States' police and regulatory power. Defendants shall not argue or otherwise contend that the United States' claim, action, or proceeding is subject to an automatic stay and, to the extent necessary, consents to relief from the automatic stay for cause under 11 U.S.C. § 362(d)(1). Defendants waive and shall not plead, argue, or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel, or similar theories, to any such civil or administrative claim, action, or proceeding brought by the United States within 120 days of written notification to Defendants that the releases have been rescinded pursuant to this paragraph, except to the extent such defenses were available on January 10, 2018.

18. Upon receipt of the initial settlement payment described in Paragraph 1, the Parties shall promptly sign and file in the Civil Action a Joint Stipulation of Dismissal of the Civil Action as to People's Drug Store pursuant to Rule 41(a)(1). The dismissal shall be with prejudice to the United States and the Relator as to the Covered Conduct, and with prejudice to the Relator and without prejudice to the United State as to all other claims against People's Drug Store except as provided herein. Provided, however, that the United States and Relator may request that the Court reopen the Civil Action in the event Defendants fail to pay any portion of the Settlement Amount as provided in the Settlement Payment Schedule as set forth in Paragraph 1 and Exhibit A.

19. Each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement, with the exception of the Relator's right to attorneys' fees, expenses, and costs pursuant to 31 U.S.C. § 3730(d).

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

21. This Agreement is governed by the laws of the United States. The exclusive jurisdiction and venue for any dispute relating to this Agreement is the United States District Court for the District of Massachusetts. 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. Forbearance by the United States from pursuing any remedy or relief available to it under this Agreement shall not constitute a waiver of rights under this Agreement.

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

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

25. This Agreement is binding on Defendants' successors, transferees, heirs, and assigns.

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

27. All Parties consent to the 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.

THE UNITED STATES OF AMERICA

DATED: 12/8/2021

BY:



DAVID J. DERUSHA
ABRAHAM R. GEORGE

Assistant United States Attorneys
United States Attorney's Office
District of Massachusetts

DATED: _____

BY:

SARAH ARNI

Digitally signed by SARAH ARNI
Date: 2021.12.08 10:17:03
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SARAH M. ARNI

Trial Attorney
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: 12/07/2021

BY:

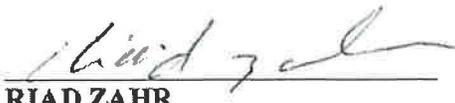


LISA M. RE

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

DEFENDANTS

DATED: 12/1/21

BY: 

RIAD ZAHR

Individually for himself, and as President on behalf of
Plymouth Towne Care Pharmacy, Inc. d/b/a People's Drug
Store and Shaska Pharmacy LLC d/b/a Ray's Drugs

DATED: 12/3/21

BY: 

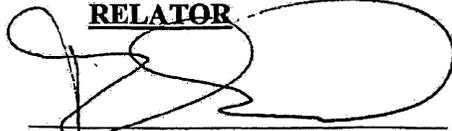
ROBERT S. IWREY

Counsel for Defendants

RELATOR

DATED: 12/06/21

BY:


REBECCA SOCOL

DATED: 12/6/21

BY:


ROBERT N. NICHOLSON
Counsel for Relator