

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”), Arizona Health Services, PLLC formerly d/b/a Osteo Relief Institute of Phoenix, Phoenix Pain and Joint Center, LLC (“Phoenix ORI”); Scott Mackenzie, DC; Osteo Relief Institute, Inc. d/b/a Osteo Relief Institute of San Diego (“San Diego ORI”); Cassidy Boelk, DC; Scatena Chiropractic, Inc., Physicians Health Group of Kentucky, PLLC d/b/a Osteo Relief Institute of Lexington, Kentucky Osteo Relief Institute, PSC (“Lexington ORI”); Anthony Scatena, DC; Accurate Management Services, LLC f/k/a Osteo Relief Institute of NJ, LLC, Medical Offices of New Jersey Shore, LLC (“New Jersey ORI”); Igal Dubov, DC; Arthritis Treatment of Texas, PLLC formerly d/b/a Osteo Relief Institute of Dallas, PLLC, Artemis Health Management, LLC (“Dallas ORI”); Brett Mackenzie, DC; San Antonio Osteo Relief Center, PA d/b/a Osteo Relief Institute of San Antonio and Austin, Texas Spine Clinic, PA, MK Medical Management, LLC (“San Antonio ORI”); Kevin Barton, DC; John Rush, MD, (collectively, the “ORIs”), and Mark Conliffe (“Relator Conliffe”), (all collectively referred to as the “Parties”), through their authorized representatives.

RECITALS

A. The ORIs are a group of closely held management companies, medical clinics, and their owners, operating in locations across the United States. The ORIs specialized in treating patients with osteoarthritis, primarily of the knee, by providing fluoroscopic-guided viscosupplementation injections and orthotics (knee braces). Throughout most of the relevant time periods listed below for each clinic, Antigravity Effects, LLC (“AGE”) and Mathias Berry licensed certain “Osteo Relief Institute” branding and certain business methods to the clinics, in

exchange for a fee from collections and sales from advertising. The ORIs also purchased medical supplies, including viscosupplements and knee braces, through Berry's related company, Results Laboratories, LLC.

B. On January 31, 2018, Relator Conliffe filed an action captioned *United States ex rel. Conliffe v. Boyer et al.*, under the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b), in the United States District Court for the Eastern District of Kentucky, against numerous entities operating as Osteo Relief Institutes, their owners and managers, and physicians at numerous Osteo Relief Institute locations (the "Civil Action"). Relator Conliffe alleges that these Defendants submitted false claims by (1) billing for medically unnecessary hyaluronic acid knee injections and arthrograms, (2) billing improper codes with those injections, (3) billing for evaluation and management codes with subsequent injections, and (4) improper billing for platelet-rich plasma injections. Contemporaneous with the execution of this Settlement Agreement, the United States intervened in part in the Civil Action as to the named Defendants included in this Settlement Agreement.

C. The United States contends that the ORIs submitted or caused to be submitted claims for payment to the Medicare Program, Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395kkk-1 ("Medicare").

D. The United States contends that it has certain civil claims against the ORIs for knowingly submitting, or causing to be submitted, false claims to Medicare during the following time periods:

Phoenix ORI	May 1, 2014 through May 30, 2017
San Diego ORI	January 1, 2012 through May 30, 2017
Lexington ORI	January 1, 2013 through May 30, 2017
New Jersey ORI	February 1, 2011 through May 30, 2017

Dallas ORI	May 1, 2011 through May 30, 2017
San Antonio ORI	November 1, 2011 through May 30, 2017
John Rush	February 1, 2017 through May 30, 2017

Specifically, the United States contends that the ORIs: (1) knowingly provided fluoroscopic-guided viscosupplementation injections that were medically unnecessary because they were provided to patients who did not need any injections, who received treatment in both knees even though treatment was indicated for only one knee, and who had just completed an earlier series of injections and thus did not need additional treatment for several months, if at all; (2) knowingly purchased and provided to patients hyaluronic acid distributed in foreign markets and reimported to the United States. The reimported hyaluronic acid had not received final marketing approval by the Food and Drug Administration (FDA) and contained packaging and labeling different than what the FDA approved for domestic versions; and (3) knowingly provided expensive custom-fitted, prefabricated and custom-fabricated knee braces that were medically unnecessary, where a standard, less expensive brace, or no brace at all, was indicated. This conduct is referred to below as the “Covered Conduct.”

E. The term “Total Suspended Amount” shall be defined as the total amount held in suspense as of the Effective Date of this Agreement pursuant to the three Medicare payment suspensions that the Centers for Medicare & Medicaid Services (CMS) put in place for (1) Lexington ORI, effective September 28, 2017; (2) Phoenix ORI, effective September 28, 2017; and (3) San Antonio ORI, effective October 5, 2017. The suspended amounts, as of March 1, 2019, total approximately \$1,148,145.68.

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

G. Relator Conliffe claims entitlement under 31 U.S.C. § 3730(d) to a share of the proceeds of this Settlement Agreement paid by Phoenix ORI, San Diego ORI, Lexington ORI, New Jersey ORI, Dallas ORI, San Antonio ORI, John Rush, Anthony Scatena, and Cassidy Boelk, and to Relator Conliffe's reasonable expenses, attorneys' fees and costs.

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

TERMS AND CONDITIONS

1. The ORIs shall pay the following amounts to the United States (together, the "Settlement Amount"), which constitute restitution to the United States. These payments shall be made by electronic funds transfer pursuant to written instructions to be provided by the Civil Division of the United States Department of Justice.

a. Phoenix ORI agrees to pay the United States the sum of Four Hundred Forty Five Thousand Seventy Five Dollars (\$445,075.00) plus interest at a rate of 2.625 percent *per annum*, in accordance with the schedule of payments attached as Exhibit A.

b. Scott Mackenzie agrees to pay the United States the sum of Thirty Five Thousand Dollars (\$35,000.00) plus interest at a rate of 2.625 percent *per annum*, in accordance with the schedule of payments attached as Exhibit B.

c. San Diego ORI agrees to pay the United States 2.5 percent of any gross revenues generated by it within Five Years of the Effective Date of this Agreement.

d. Cassidy Boelk agrees to pay the United States the sum of One Hundred Thousand Dollars (\$100,000.00) plus interest at a rate of 2.625 percent *per annum*, in accordance with the schedule of payments attached as Exhibit C.

e. Lexington ORI agrees to pay One Million One Hundred Thirty Seven Thousand Four Hundred Twenty Dollars (\$1,137,420.00) plus interest at a rate of 2.625 percent *per annum*, in accordance with the schedule of payments attached as Exhibit D.

f. Anthony Scatena agrees to pay the United States the sum of Ninety Five Thousand Dollars (\$95,000.00) plus interest at a rate of 2.625 percent *per annum*, in accordance with the schedule of payments attached as Exhibit E.

g. New Jersey ORI agrees to pay Nine Hundred Eighty Nine Thousand Sixty Dollars (\$989,060.00) plus interest at a rate of 2.625 percent *per annum*, in accordance with the schedule of payments attached as Exhibit F.

h. Igal Dubov agrees to pay the United States the sum of Seventy Three Thousand Dollars (\$73,000.00) plus interest at a rate of 2.625 percent *per annum*, in accordance with the schedule of payments attached as Exhibit G.

i. Dallas ORI agrees to pay Ninety Eight Thousand Nine Hundred Dollars (\$98,900) plus interest at a rate of 2.625 percent *per annum*, in accordance with the schedule of payments attached as Exhibit H.

j. Brett MacKenzie agrees to pay the United States the sum of Seventy Five Thousand Dollars (\$75,000.00) plus interest at a rate of 2.625 percent *per annum*, in accordance with the schedule of payments attached as Exhibit I.

k. San Antonio ORI agrees to pay One Million Six Hundred Eighty One Thousand Four Hundred Dollars (\$1,681,400) plus interest at a rate of 2.625 percent *per annum*, in accordance with the schedule of payments attached as Exhibit J.

l. Kevin Barton agrees to pay the United States the sum of One Hundred Thousand Dollars (\$100,000.00) plus interest at a rate of 2.625 percent *per annum*, in accordance with the schedule of payments attached as Exhibit K.

m. John Rush agrees to pay the United States the sum of Twenty Two Thousand Dollars (\$22,000) plus interest at a rate of 2.625 percent *per annum*, in accordance with the schedule of payments attached as Exhibit L.

n. Lexington ORI, Anthony Scatena, Phoenix ORI, Scott Mackenzie, San Antonio ORI, Kevin Barton, and John Rush also hereby agree that the United States shall retain the Total Suspended Amount forevermore. Lexington ORI, Anthony Scatena, Phoenix ORI, Scott Mackenzie, San Antonio ORI, Kevin Barton, and John Rush expressly relinquish any and all rights of any kind that they may have with respect to the Total Suspended Amount, including, but not limited to: any and all claims or rights to have an overpayment determined under 42 C.F.R. § 405.372(c), any and all rights to payment of those funds, and any and all rights to appeal, whether formally or informally and whether administratively or judicially, the right of the United States and/or CMS to retain those funds, and any other rights Lexington ORI, Anthony Scatena, Phoenix ORI, Scott Mackenzie, San Antonio ORI, Kevin Barton, and John Rush may have to challenge the Withholding or the Suspension in any respect.

2. Conditioned upon the United States receiving the Settlement Amount payments from Phoenix ORI, San Diego ORI, Lexington ORI, New Jersey ORI, Dallas ORI, San Antonio ORI, John Rush, Anthony Scatena, and Cassidy Boelk, the United States agrees that it shall pay to Relator Conliffe by electronic funds transfer 15 percent of each such payment received under the Settlement Agreement from these entities and individuals as soon as feasible after receipt of the relevant payment, for a total over time of \$857,500.00.

3. Within thirty (30) days of the execution of this Settlement Agreement, the ORIs shall make payments of \$21,777.50 for attorneys' fees and \$474.12 for case expenses to Relator Conliffe and his counsel.

4. Subject to the exceptions in Paragraph 7 (concerning excluded claims) below, and conditioned upon full payment of the amounts set forth in Paragraph 1(a) – (n) and subject to Paragraph 22, below (concerning bankruptcy proceedings commenced within 91 days of the Effective Date of this Agreement or any payment made under this Agreement) and Paragraph 23 (concerning Default), the United States releases the ORIs 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.

5. Subject to the exceptions in Paragraph 7 below, and conditioned upon full payment of the Settlement Amounts from Phoenix ORI, San Diego ORI, Lexington ORI, New Jersey ORI, Dallas ORI, San Antonio ORI, John Rush, Anthony Scatena, and Cassidy Boelk and subject to Paragraph 22, below (concerning bankruptcy proceedings commenced within 91 days of the Effective Date of this Agreement or any payment made under this Agreement) and Paragraph 23 (concerning default), Relator, for himself and for his heirs, successors, attorneys, agents, and assigns, releases Phoenix ORI, San Diego ORI, Lexington ORI, New Jersey ORI, Dallas ORI, San Antonio ORI, John Rush, Anthony Scatena, and Cassidy Boelk from any civil monetary claim the Relator has on behalf of the United States for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733.

6. In consideration of the obligations of the ORIs in this Agreement and the Corporate Integrity Agreement (CIA), entered into between OIG-HHS and the ORIs, and

conditioned upon the ORIs' full payment of the Settlement Amount, the OIG-HHS agrees to release and refrain from instituting, directing, or maintaining any administrative action seeking exclusion from Medicare, Medicaid, and other Federal health care programs (as defined in 42 U.S.C. § 1320a-7b(f)) against the ORIs 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 7 (concerning excluded claims), below. The OIG-HHS expressly reserves all rights to comply with any statutory obligations to exclude the ORIs 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 7, below.

7. Notwithstanding the releases given in Paragraphs 4 and 5 of this Agreement, or any other term of this Agreement, the following claims 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, including mandatory 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. Except as explicitly stated in this Agreement, 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;
- i. Any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct.

8. Relator and his heirs, successors, attorneys, agents, and assigns shall not object to this Agreement but agree and confirm that this Agreement is fair, adequate, and reasonable under all the circumstances, pursuant to 31 U.S.C. § 3730(c)(2)(B). Conditioned upon Relator's receipt of the payments described in Paragraph 2, Relator 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 Civil Action or under 31 U.S.C. § 3730, and from any claims to a share of the proceeds of this Agreement, the Civil Action, and/or any other actions against other entities or individuals operating as or in connection with an Osteo Relief Institute.

9. Relator, for himself, and for his heirs, successors, attorneys, agents, and assigns, releases the ORIs, and their officers, agents, and employees, from any liability to Relator arising from the filing of the Civil Action, or under 31 U.S.C. § 3730(d) for expenses or attorney's fees and costs.

10. The ORIs have provided financial statements (Financial Statements) to the United States and the United States has relied on the accuracy and completeness of those Financial Statements in reaching this Agreement. The ORIs warrant that the Financial Statements are complete, accurate, and current. If the United States learns of asset(s) in which the ORIs had an interest at the time of this Agreement that were not disclosed in the Financial Statements, or if

the United States learns of any misrepresentation by the ORIs on, or in connection with, the Financial Statements, and if such nondisclosure or misrepresentation changes the estimated net worth set forth in the Financial Statements by \$300,000 or more, the United States may at its option: (a) rescind this Agreement and file suit based on the Covered Conduct, or (b) let the Agreement stand and collect the full Settlement Amount plus one hundred percent (100%) of the value of the net worth of the ORIs previously undisclosed. The ORIs agree not to contest any collection action undertaken by the United States pursuant to this provision, and immediately to pay the United States all reasonable costs incurred in such an action, including attorney's fees and expenses.

11. In the event that the United States, pursuant to Paragraph 10 (concerning disclosure of assets), above, opts to rescind this Agreement, the ORIs 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 90 calendar days of written notification to any or all of these ORIs that this Agreement has been rescinded, and (b) relate to the Covered Conduct, except to the extent these defenses were available on January 22, 2018.

12. The ORIs waive and shall not assert any defenses the ORIs 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.

13. The ORIs fully and finally release the United States, its agencies, officers, agents, employees, and servants, from any claims (including attorney's fees, costs, and expenses of

every kind and however denominated) that the ORIs have asserted, could have asserted, or may assert in the future against the United States, its agencies, officers, agents, employees, and servants, related to the Covered Conduct and the United States' investigation and prosecution thereof.

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

15. 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 the ORIs 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.

16. The Parties hereby acknowledge that appeal numbers 1-6681839311 (Lexington ORI) and 1-5180572396 (Dallas ORI), currently pending before Administrative Law Judge – Central Operations (collectively the “Administrative Actions”), include claim lines that fall within the Covered Conduct, hereinafter referred to as “Overlapping Claims.” The Overlapping Claims will not be used as an off-set against, or otherwise applied to reduce, any separate or remaining liability to the United States. Lexington ORI and Dallas ORI agree to waive any and all appeals and withdraw any pending appeals related to the Covered Conduct, including but not limited to the aforementioned appeal numbers, upon execution of this Agreement. Upon execution of this Agreement and Lexington ORI's and Dallas ORI's withdrawal of any pending appeals, the United States agrees to withdraw its overpayment demands associated with the

Administrative Actions. The parties agree that the Settlement Amount will satisfy the claims included in the Administrative Actions.

17. The ORIs agree to the following:

a. Unallowable Costs Defined: All costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47; and in Titles XVIII and XIX of the Social Security Act, 42 U.S.C. §§ 1395-1395kkk-1 and 1396-1396w-5; and the regulations and official program directives promulgated thereunder) incurred by or on behalf of the ORIs, its present or former officers, directors, employees, shareholders, and agents in connection with:

- (1) the matters covered by this Agreement;
- (2) the United States' audit(s) and civil investigation(s) of the matters covered by this Agreement;
- (3) the ORIs' investigation, defense, 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 attorney's fees);
- (4) the negotiation and performance of this Agreement; and
- (5) the payments the ORIs make to the United States pursuant to this Agreement, 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, TRICARE Program, and Federal Employees Health Benefits Program (FEHBP) (hereinafter referred to as Unallowable Costs). However, nothing in this paragraph 17.a.6 that may apply to the obligations undertaken pursuant to the CIA affects the status of costs that are not allowed based on any other authority applicable to the ORIs.

b. Future Treatment of Unallowable Costs: Unallowable Costs shall be separately determined and accounted for by the ORIs, and the ORIs 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 ORIs or any of its subsidiaries or affiliates to the Medicare, Medicaid, TRICARE, or FEHBP Programs.

c. Treatment of Unallowable Costs Previously Submitted for Payment: the ORIs 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 ORIs or any of its subsidiaries or affiliates, and shall request, and agree, that such cost reports, cost statements, information reports, or payment requests, even if already settled, be adjusted to account for the effect of the inclusion of the Unallowable Costs. The ORIs agree that the United States, at a minimum, shall be entitled to recoup from the ORIs 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 ORIs or any of its subsidiaries or affiliates on the effect of inclusion of Unallowable Costs (as defined in this Paragraph) on the ORIs or any of its subsidiaries or affiliates' cost reports, cost statements, or information reports.

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

18. The ORIs agree to cooperate fully and truthfully with the United States' investigation of individuals and entities not released in this Agreement. Upon reasonable notice, the ORIs 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 ORIs 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 their possession, custody, or control concerning any investigation of the Covered Conduct that it has undertaken, or that has been performed by another on its behalf.

19. 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 20 (waiver for beneficiaries paragraph), below.

20. The ORIs 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.

21. The ORIs, with the exception of San Diego ORI, warrant that they have reviewed their respective financial situations and that they currently are 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. Further, the Parties warrant that, in evaluating whether to execute this Agreement, they (a) have intended that the mutual promises, covenants, and obligations set forth constitute a contemporaneous exchange for new value given to the ORIs, within the meaning of 11 U.S.C. § 547(c)(1), and (b) conclude that these mutual promises, covenants, and obligations do, in fact, constitute such a contemporaneous exchange. Further, the Parties warrant that the mutual promises, covenants, and obligations set forth herein are intended to and do, in fact, represent a reasonably equivalent exchange of value that is not intended to hinder, delay, or defraud any entity to which the ORIs were or became indebted to on or after the date of this transfer, within the meaning of 11 U.S.C. § 548(a)(1).

22. In the event of Default (defined below in Paragraph 23), or if within 91 days of the Effective Date of this Agreement or of any payment made under this Agreement, any or all of the ORIs commence, or a third party commences, any case, proceeding, or other action under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors (a) seeking to have any order for relief of any or all of the ORIs' debts, or seeking to adjudicate any or all of

the ORIs as bankrupt or insolvent; or (b) seeking appointment of a receiver, trustee, custodian, or other similar official for any or all of the ORIs or for all or any substantial part of the ORIs' assets, the ORIs agree as follows:

a. The ORIs' obligations under this Agreement may not be avoided pursuant to 11 U.S.C. § 547, and the ORIs shall not argue or otherwise take the position in any such case, proceeding, or action that: (i) the ORIs' obligations under this Agreement may be avoided under 11 U.S.C. § 547; (ii) the ORIs were insolvent at the time this Agreement was entered into, or became insolvent as a result of the payments made to the United States; or (iii) the mutual promises, covenants, and obligations set forth in this Agreement do not constitute a contemporaneous exchange for new value given to the ORIs.

b. If the ORIs' 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, the United States, at its sole option, may rescind the releases in this Agreement and bring any civil and/or administrative claim, action, or proceeding against the ORIs for the claims that would otherwise be covered by the releases provided in Paragraph 4, above. The ORIs agree that (i) any such claims, actions, or proceedings brought by the United States are not subject to an "automatic stay" pursuant to 11 U.S.C. § 362(a) as a result of the action, case, or proceedings described in the first clause of this Paragraph, and the ORIs shall not argue or otherwise contend that the United States' claims, actions, or proceedings are subject to an automatic stay; (ii) the ORIs 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 claims, actions, or proceeding that are brought by the United States within 90 calendar days of written

notification to the ORIs that the releases have been rescinded pursuant to this Paragraph, except to the extent such defenses were available on the Effective Date of the Agreement; and (iii) the United States has valid claims against each of the ORIs in the following amounts: (1) San Antonio ORI, \$4,990,556; (2) Dallas ORI, \$6,067,169; (3) Lexington ORI \$10,127,751; (4) San Diego ORI, \$9,571,432; (5) New Jersey ORI, \$4,597,629; and (6) Phoenix ORI, \$3,450,128, and the United States may pursue its claims in the case, action, or proceeding referenced in the first clause of this Paragraph, as well as in any other case, action, or proceeding. Should the United States recover more than the Settlement Amount from Phoenix ORI, San Diego ORI, Lexington ORI, New Jersey ORI, Dallas ORI, San Antonio ORI pursuant to this Paragraph, the United States agrees to pay the Relator 15 percent of any such additional recovery as soon as feasible after receipt.

c. The ORIs acknowledge that their agreements in this Paragraph are provided in exchange for valuable consideration provided in this Agreement.

23. 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 the ORI's financial condition as reflected in the Financial Statements referenced in Paragraph 10.

a. In the event that any of the ORIs fails to pay the Settlement Amount as provided Paragraph 1(a)-(n) and in the corresponding payment schedules set forth in the attached Exhibits, within fourteen (14) calendar days of the date upon which each such payment is due, that ORI shall be in Default of its payment obligations ("Default"). The United States will provide a written Notice of Default, and the defaulting ORI shall have an opportunity to cure such Default within fourteen (14) calendar days from the date of receipt of the Notice of Default. Notice of Default will be delivered to the defaulting

ORI, or to such other representative as the ORIs shall designate in advance in writing. If the defaulting ORI fails to cure the Default within fourteen (14) calendar days of receiving the Notice of Default, and in the absence of an agreement with the United States of a modified payment or payment schedule, 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, the defaulting ORI shall consent to a Consent Judgment in the amount of the unpaid balance and in the form attached hereto as Exhibit M, and the United States, at its sole discretion, may (i) declare this Agreement breached and proceed against the defaulting ORI for any claims, including those to be released by this agreement; (ii) take any action to execute and collect on the stipulated judgment against the defaulting ORI; (iii) file an action for specific performance of the Agreement and/or the Consent Judgment; (iv) offset the remaining unpaid balance from any amounts due and owing to the defaulting ORI and/or affiliated companies by any department, agency, or agent of the United States at the time of Default; and/or (v) exercise any other right granted by law, or under the terms of this Agreement, or recognizable at common law or in equity. The ORIs 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. At its sole option, the United States may retain any payments previously made, rescind this Agreement and pursue the Civil Actions or bring any civil and/or

administrative claim, action, or proceeding against any defaulting ORI for the claims that would otherwise be covered by the releases provided in Paragraphs 4, 5, and 6 above, with any recovery reduced by the amount of any payments previously made by the defaulting ORI to the United States under this Agreement. 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 that the United States opts to rescind this Agreement pursuant to this Paragraph, the defaulting ORI agrees 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 the defaulting ORI 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 the Effective Date of this Agreement.

d. In the event of any ORI's uncured Default, OIG-HHS may exclude the defaulting ORI from participating in all Federal health care programs until the defaulting ORI pays the Settlement Amount, with interest, as set forth above. OIG-HHS will provide written notice of any such exclusion to the defaulting ORI. The defaulting ORI waives any further notice of the exclusion under 42 U.S.C. § 1320a-7(b)(7), and agrees 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, the defaulting ORI wishes to apply for reinstatement, it must submit a written request for reinstatement to OIG-HHS in accordance with the provisions of 42 C.F.R. §§ 1001.3001-.3005. No defaulting ORI will not be reinstated unless and until OIG-HHS approves such request for reinstatement. Exclusion for Default as defined in this

paragraph is in addition to, and not in lieu of, the other remedies identified in this Agreement or otherwise available to the United States, in the event of Default.

24. In the event any ORI is sold, or significant assets of any ORI are sold (either through an asset sale or an equity sale), or any ORI is merged into another non-affiliated entity, all remaining payments owed by that ORI(s) pursuant to this Agreement are accelerated and immediately due and payable.

25. Upon receipt of all of the first payments from Phoenix ORI, San Diego ORI, Lexington ORI, New Jersey ORI, Dallas ORI, San Antonio ORI, John Rush, Anthony Scatena, and Cassidy Boelk, the Parties shall promptly sign and file in the Civil Action a Joint Stipulation of Dismissal as to the Covered Conduct and these ORIs, pursuant to Rule 41(a)(1).

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

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

28. This Agreement is governed by the laws of the United States. The exclusive jurisdiction and venue for any dispute relating to this Agreement is the United States District Court for the Eastern District of Kentucky. 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.

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

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

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

32. This Agreement is binding on the ORIs' successors, transferees, heirs, and assigns.

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


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

35. 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: 9/6/2019

BY:


CHRISTOPHER G. WILSON
CLAIRE L. NORSETTER
Trial Attorney
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: _____

BY:

CHAD A. BLUMENFIELD
Assistant United States Attorney
United States Attorney's Office
for the District of Minnesota

DATED: _____

BY:

MEGHAN STUBBLEBINE
Assistant United States Attorney
United States Attorney's Office
for the Eastern District of Kentucky

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

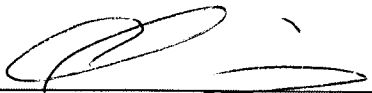
DATED: _____

BY: _____

CHRISTOPHER G. WILSON
CLAIRE L. NORSETTER
Trial Attorney
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: 9/5/19

BY: _____

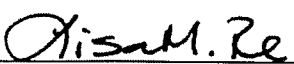

CHAD A. BLUMENFIELD
Assistant United States Attorney
United States Attorney's Office
for the District of Minnesota

DATED: _____

BY: _____

MEGHAN STUBBLEBINE
Assistant United States Attorney
United States Attorney's Office
for the Eastern District of Kentucky

DATED: 09/04/2019 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: _____
CHRISTOPHER G. WILSON
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Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: _____

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United States Department of Health and Human Services

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Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: _____

BY: _____
CHAD A. BLUMENFIELD
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United States Attorney's Office
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BY: _____
MEGHAN STUBBLEBINE
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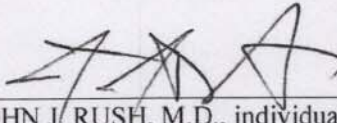
DATED: 09/04/2019 BY: _____

Lisa M. Re
LISA M. RE
Assistant Inspector General for Legal Affairs
Office of Counsel to the Inspector General
Office of Inspector General
United States Department of Health and Human Services

OSTEO RELIEF INSTITUTES - DEFENDANTS

DATED: 8/28/2019

BY:



JOHN J. RUSH, M.D., individually and as the owner of
Arizona Health Services PLLC, Osteo Relief Institute, Inc.
Physicians Health Group of Kentucky, PLLC,
Medical Offices of New Jersey Shore, LLC, and
San Antonio Osteo Relief Center, PA,

DATED: _____

BY:

SCOTT MACKENZIE, D.C., individually and as the
owner of Phoenix Pain and Joint Center, LLC

DATED: _____

BY:

CASSIDY BOELK, D.C.

DATED: _____

BY:

IGAL DUBOV, D.C., individually and as the owner of
Accurate Management Services, LLC, f/k/a
Osteo Relief Institute of NJ, LLC

DATED: _____

BY:

ROBERT BOYER, M.D.
Owner, Kentucky Osteo Relief Institute, PSC

DATED: _____

BY:

ANTHONY SCATENA, D.C., individually and as the
owner of Scatena Chiropractic, Inc.

OSTEO RELIEF INSTITUTES - DEFENDANTS

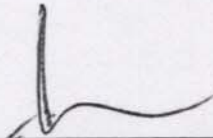
DATED: _____

BY: _____

JOHN J. RUSH, M.D., individually and as the owner of
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Physicians Health Group of Kentucky, PLLC,
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San Antonio Osteo Relief Center, PA,

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OSTEO RELIEF INSTITUTES - DEFENDANTS

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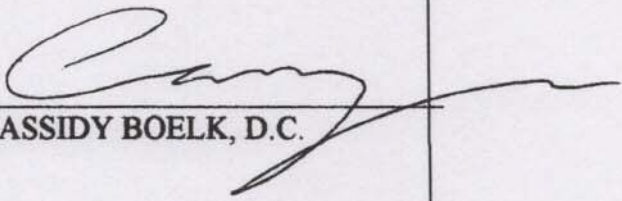
DATED: _____

BY: _____

SCOTT MACKENZIE, D.C., individually and as the
owner of Phoenix Pain and Joint Center, LLC

DATED: 9-29-19

BY: _____


CASSIDY BOELK, D.C.

DATED: _____

BY: _____

IGAL DUBOV, D.C., individually and as the owner of
Accurate Management Services, LLC, f/k/a
Osteo Relief Institute of NJ, LLC

DATED: _____

BY: _____

ROBERT BOYER, M.D.
Owner, Kentucky Osteo Relief Institute, PSC

DATED: _____

BY: _____

ANTHONY SCATENA, D.C., individually and as the
owner of Scatena Chiropractic, Inc.

OSTEO RELIEF INSTITUTES - DEFENDANTS

DATED: _____

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JOHN J. RUSH, M.D., individually and as the owner of
Arizona Health Services PLLC, Osteo Relief Institute, Inc.
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San Antonio Osteo Relief Center, PA,

DATED: _____

BY: _____

SCOTT MACKENZIE, D.C., individually and as the
owner of Phoenix Pain and Joint Center, LLC

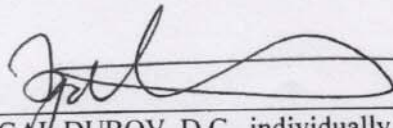
DATED: _____

BY: _____

CASSIDY BOELK, D.C.

DATED: 8-28-19

BY: _____


IGAI DUBOV, D.C., individually and as the owner of
Accurate Management Services, LLC, f/k/a
Osteo Relief Institute of NJ, LLC

DATED: _____

BY: _____

ROBERT BOYER, M.D.
Owner, Kentucky Osteo Relief Institute, PSC

DATED: _____

BY: _____

ANTHONY SCATENA, D.C., individually and as the
owner of Scatena Chiropractic, Inc.

OSTEO RELIEF INSTITUTES - DEFENDANTS

DATED: _____

BY: _____

JOHN J. RUSH, M.D., individually and as the owner of
Arizona Health Services PLLC, Osteo Relief Institute, Inc.
Physicians Health Group of Kentucky, PLLC,
Medical Offices of New Jersey Shore, LLC, and
San Antonio Osteo Relief Center, PA

DATED: _____

BY: _____

SCOTT MACKENZIE, D.C., individually and as
the owner of Phoenix Pain and Joint Center, LLC

DATED: _____

BY: _____

CASSIDY BOELK, D.C.

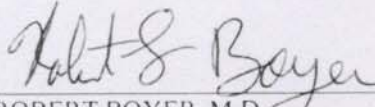
DATED: _____

BY: _____

IGAL DUBOV, D.C., individually and as the owner of
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Osteo Relief Institute of NJ, LLC

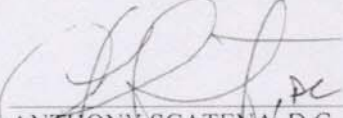
DATED: 8/28/19

BY: _____

 M.D.
ROBERT BOYER, M.D.
Owner, Kentucky Osteo Relief Institute, PSC

DATED: 8/28/2019

BY: _____

 D.C.
ANTHONY SCATENA, D.C., individually and as the
owner of Scatena Chiropractic, Inc.

DATED: 8/29/2019 BY: Cynthia O. Goodman, M.D.
CYNTHIA GOODMAN, M.D.
Owner, Arthritis Treatment of Texas, PLLC

DATED: 8/29/19 BY: [Signature]
BRETT MACKENZIE, D.C., individually and as the
owner of Artemis Health Management, LLC.

DATED: _____ BY: _____
KEVIN BARTON, D.C., individually and as the owner of
Texas Spine Clinic, PA, and
MK Medical Management, LLC.

DATED: _____ BY: _____
PAUL D. WERNER, Esq.
Counsel for ORIs:
John J. Rush, M.D.,
Arizona Health Services,
Osteo Relief Institute, Inc.,
Physicians Health Group of Kentucky, PLLC,
Kentucky Osteo Relief Institute, PSC,
Medical Offices of New Jersey Shore, LLC,
San Antonio Osteo Relief Center, PA,
Scott MacKenzie, D.C.,
Phoenix Pain and Joint Center, LLC
Cassidy Boelk, D.C.
Igal Dubov, D.C.,
Accurate Management Services, LLC, f/k/a
Osteo Relief Institute of NJ, LLC,
Anthony Scatena, D.C.,
Scatena Chiropractic, Inc.
Brett MacKenzie, D.C.,
Artemis Health Management, LLC
Arthritis Treatment of Texas, PLLC,
Kevin Barton, D.C.,
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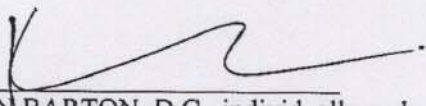
DATED: _____

BY: _____
CYNTHIA GOODMAN, M.D.
Owner, Arthritis Treatment of Texas, PLLC

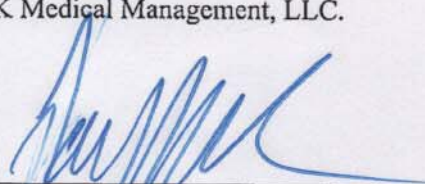
DATED: _____

BY: _____
BRETT MACKENZIE, D.C., individually and as the
owner of Artemis Health Management, LLC.

DATED: 8-28-19

BY: 
KEVIN BARTON, D.C., individually and as the owner of
Texas Spine Clinic, PA, and
MK Medical Management, LLC.

DATED: 8-29-19

BY: 
PAUL D. WERNER, Esq.
Counsel for ORIs:
John J. Rush, M.D.,
Arizona Health Services PLLC,
Osteo Relief Institute, Inc.,
Physicians Health Group of Kentucky, PLLC,
Kentucky Osteo Relief Institute, PSC,
Medical Offices of New Jersey Shore, LLC,
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Scott MacKenzie, D.C.,
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Cassidy Boelk, D.C.
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Anthony Scatena, D.C.,
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Brett MacKenzie, D.C.,
Artemis Health Management, LLC
Arthritis Treatment of Texas, PLLC,
Kevin Barton, D.C.,
Texas Spine Clinic, PA, and
MK Medical Management, LLC.

MARK CONLIFFE – RELATOR

DATED: 9/4/2019

BY: 
MARK CONLIFFE, Relator

DATED: 9/6/19


BY: 
C. DEAN FURMAN, JR.
GREGORY T. DUTTON
Counsel for Relator

EXHIBIT A

Phoenix

Interest Start Date: 2/27/2019

Effective Date: 9/6/2019

Qtrly Payments (4 yrs): \$29,394.23

Date	Payment	2.625%		Balance	Days
		Interest	Principal		
				1,468,197.07	
Escrow Pmt	1,023,122.07	-	1,023,122.07	445,075.00	
6/6/2020	-	-	-	445,075.00	
9/6/2020	44,302.34	17,828.91	26,473.43	418,601.57	557
12/6/2020	29,394.23	2,747.07	26,647.16	391,954.40	365/4
3/6/2021	29,394.23	2,572.20	26,822.03	365,132.37	365/4
6/6/2021	29,394.23	2,396.18	26,998.05	338,134.31	365/4
9/6/2021	29,394.23	2,219.01	27,175.22	310,959.09	365/4
12/6/2021	29,394.23	2,040.67	27,353.56	283,605.52	365/4
3/6/2022	29,394.23	1,861.16	27,533.07	256,072.45	365/4
6/6/2022	29,394.23	1,680.48	27,713.75	228,358.69	365/4
9/6/2022	29,394.23	1,498.60	27,895.63	200,463.06	365/4
12/6/2022	29,394.23	1,315.54	28,078.69	172,384.37	365/4
3/6/2023	29,394.23	1,131.27	28,262.96	144,121.40	365/4
6/6/2023	29,394.23	945.80	28,448.43	115,672.97	365/4
9/6/2023	29,394.23	759.10	28,635.13	87,037.83	365/4
12/6/2023	29,394.23	571.19	28,823.04	58,214.79	365/4
3/6/2024	29,394.23	382.03	29,012.20	29,202.58	365/4
6/6/2024	29,394.23	191.64	29,202.59	(0.01)	365/4
Total	1,508,337.93	40,140.85	1,468,197.08	-	

EXHIBIT B**Scott Mackenzie****Interest Start Date: 2/27/2019****Effective Date: 9/6/2019****Qtrly Payments (4 yrs): \$0.00**

Date	Payment	2.625%		Balance	Days
		Interest	Principal		
				35,000.00	
Escrow Pmt	-	-	-	35,000.00	
6/6/2020	36,170.46	1,170.46	35,000.00	-	465
9/6/2020	-	-	-	-	365/4
12/6/2020	-	-	-	-	365/4
3/6/2021	-	-	-	-	365/4
6/6/2021	-	-	-	-	365/4
9/6/2021	-	-	-	-	365/4
12/6/2021	-	-	-	-	365/4
3/6/2022	-	-	-	-	365/4
6/6/2022	-	-	-	-	365/4
9/6/2022	-	-	-	-	365/4
12/6/2022	-	-	-	-	365/4
3/6/2023	-	-	-	-	365/4
6/6/2023	-	-	-	-	365/4
9/6/2023	-	-	-	-	365/4
12/6/2023	-	-	-	-	365/4
3/6/2024	-	-	-	-	365/4
6/6/2024	-	-	-	-	365/4
Total	36,170.46	1,170.46	35,000.00	-	

EXHIBIT C**Cassidy Boelk****Interest Start Date: 2/27/2019****Effective Date: 9/6/2019****Qtrly Payments (4 yrs): \$0.00**

Date	Payment	2.625% Interest	Principal	Balance	Days
				100,000.00	
Escrow Pmt	-	-	-	100,000.00	
6/6/2020	103,344.18	3,344.18	100,000.00	-	465
9/6/2020	-	-	-	-	365/4
12/6/2020	-	-	-	-	365/4
3/6/2021	-	-	-	-	365/4
6/6/2021	-	-	-	-	365/4
9/6/2021	-	-	-	-	365/4
12/6/2021	-	-	-	-	365/4
3/6/2022	-	-	-	-	365/4
6/6/2022	-	-	-	-	365/4
9/6/2022	-	-	-	-	365/4
12/6/2022	-	-	-	-	365/4
3/6/2023	-	-	-	-	365/4
6/6/2023	-	-	-	-	365/4
9/6/2023	-	-	-	-	365/4
12/6/2023	-	-	-	-	365/4
3/6/2024	-	-	-	-	365/4
6/6/2024	-	-	-	-	365/4
Total	103,344.18	3,344.18	100,000.00	-	

EXHIBIT D**Lexington****Interest Start Date: 2/27/2019****Effective Date: 9/6/2019****Qtrly Payments (4 yrs): \$75,119.00**

Date	Payment	2.625% Interest	Principal	Balance	Days
				1,139,109.46	
Escrow Pmt	1,689.46	-	1,689.46	1,137,420.00	
6/6/2020	-	-	-	1,137,420.00	
9/6/2020	113,217.70	45,563.02	67,654.68	1,069,765.32	557
12/6/2020	75,119.00	7,020.33	68,098.67	1,001,666.64	365/4
3/6/2021	75,119.00	6,573.44	68,545.56	933,121.08	365/4
6/6/2021	75,119.00	6,123.61	68,995.39	864,125.69	365/4
9/6/2021	75,119.00	5,670.82	69,448.18	794,677.51	365/4
12/6/2021	75,119.00	5,215.07	69,903.93	724,773.57	365/4
3/6/2022	75,119.00	4,756.33	70,362.67	654,410.90	365/4
6/6/2022	75,119.00	4,294.57	70,824.43	583,586.47	365/4
9/6/2022	75,119.00	3,829.79	71,289.21	512,297.26	365/4
12/6/2022	75,119.00	3,361.95	71,757.05	440,540.20	365/4
3/6/2023	75,119.00	2,891.05	72,227.95	368,312.25	365/4
6/6/2023	75,119.00	2,417.05	72,701.95	295,610.30	365/4
9/6/2023	75,119.00	1,939.94	73,179.06	222,431.24	365/4
12/6/2023	75,119.00	1,459.70	73,659.30	148,771.93	365/4
3/6/2024	75,119.00	976.32	74,142.68	74,629.25	365/4
6/6/2024	75,119.00	489.75	74,629.25	(0.00)	365/4
Total	1,241,692.20	102,582.74	1,139,109.46	-	

EXHIBIT E**Anthony Scatena****Interest Start Date: 2/27/2019****Effective Date: 9/6/2019****Qtrly Payments (4 yrs): \$0.00**

Date	Payment	2.625% Interest	Principal	Balance	Days
				95,000.00	
Escrow Pmt	-	-	-	95,000.00	
6/6/2020	98,176.97	3,176.97	95,000.00	-	465
9/6/2020	-	-	-	-	365/4
12/6/2020	-	-	-	-	365/4
3/6/2021	-	-	-	-	365/4
6/6/2021	-	-	-	-	365/4
9/6/2021	-	-	-	-	365/4
12/6/2021	-	-	-	-	365/4
3/6/2022	-	-	-	-	365/4
6/6/2022	-	-	-	-	365/4
9/6/2022	-	-	-	-	365/4
12/6/2022	-	-	-	-	365/4
3/6/2023	-	-	-	-	365/4
6/6/2023	-	-	-	-	365/4
9/6/2023	-	-	-	-	365/4
12/6/2023	-	-	-	-	365/4
3/6/2024	-	-	-	-	365/4
6/6/2024	-	-	-	-	365/4
Total	98,176.97	3,176.97	95,000.00	-	

EXHIBIT F**Wall Township****Interest Start Date: 2/27/2019****Effective Date: 9/6/2019****Qtrly Payments (4 yrs): \$65,320.81**

Date	Payment	2.625%		Balance	Days
		Interest	Principal		
				989,060.00	
Escrow Pmt	-	-	-	989,060.00	
6/6/2020	-	-	-	989,060.00	
9/6/2020	98,450.08	39,619.98	58,830.10	930,229.90	557
12/6/2020	65,320.81	6,104.63	59,216.18	871,013.71	365/4
3/6/2021	65,320.81	5,716.03	59,604.78	811,408.93	365/4
6/6/2021	65,320.81	5,324.87	59,995.94	751,412.98	365/4
9/6/2021	65,320.81	4,931.15	60,389.66	691,023.32	365/4
12/6/2021	65,320.81	4,534.84	60,785.97	630,237.34	365/4
3/6/2022	65,320.81	4,135.93	61,184.88	569,052.46	365/4
6/6/2022	65,320.81	3,734.41	61,586.40	507,466.05	365/4
9/6/2022	65,320.81	3,330.25	61,990.56	445,475.49	365/4
12/6/2022	65,320.81	2,923.43	62,397.38	383,078.11	365/4
3/6/2023	65,320.81	2,513.95	62,806.86	320,271.24	365/4
6/6/2023	65,320.81	2,101.78	63,219.03	257,052.21	365/4
9/6/2023	65,320.81	1,686.91	63,633.90	193,418.30	365/4
12/6/2023	65,320.81	1,269.31	64,051.50	129,366.80	365/4
3/6/2024	65,320.81	848.97	64,471.84	64,894.95	365/4
6/6/2024	65,320.81	425.87	64,894.94	0.01	365/4
Total	1,078,262.30	89,202.31	989,059.99	-	

EXHIBIT G**Igal Dubov****Interest Start Date: 2/27/2019****Effective Date: 9/6/2019****Qtrly Payments (4 yrs): \$0.00**

Date	Payment	2.625% Interest	Principal	Balance	Days
				73,000.00	
Escrow Pmt	-	-	-	73,000.00	
6/6/2020	75,441.25	2,441.25	73,000.00	-	465
9/6/2020	-	-	-	-	365/4
12/6/2020	-	-	-	-	365/4
3/6/2021	-	-	-	-	365/4
6/6/2021	-	-	-	-	365/4
9/6/2021	-	-	-	-	365/4
12/6/2021	-	-	-	-	365/4
3/6/2022	-	-	-	-	365/4
6/6/2022	-	-	-	-	365/4
9/6/2022	-	-	-	-	365/4
12/6/2022	-	-	-	-	365/4
3/6/2023	-	-	-	-	365/4
6/6/2023	-	-	-	-	365/4
9/6/2023	-	-	-	-	365/4
12/6/2023	-	-	-	-	365/4
3/6/2024	-	-	-	-	365/4
6/6/2024	-	-	-	-	365/4
Total	75,441.25	2,441.25	73,000.00	-	

EXHIBIT H**Dallas****Interest Start Date: 2/27/2019****Effective Date: 9/6/2019****Qtrly Payments (4 yrs): \$6,531.69**

Date	Payment	2.625% Interest	Principal	Balance	Days
				98,900.00	
Escrow Pmt	-	-	-	98,900.00	
6/6/2020	-	-	-	98,900.00	
9/6/2020	9,844.42	3,961.76	5,882.66	93,017.34	557
12/6/2020	6,531.69	610.43	5,921.26	87,096.09	365/4
3/6/2021	6,531.69	571.57	5,960.12	81,135.97	365/4
6/6/2021	6,531.69	532.45	5,999.24	75,136.74	365/4
9/6/2021	6,531.69	493.08	6,038.61	69,098.13	365/4
12/6/2021	6,531.69	453.46	6,078.23	63,019.91	365/4
3/6/2022	6,531.69	413.57	6,118.12	56,901.79	365/4
6/6/2022	6,531.69	373.42	6,158.27	50,743.53	365/4
9/6/2022	6,531.69	333.00	6,198.69	44,544.84	365/4
12/6/2022	6,531.69	292.33	6,239.36	38,305.49	365/4
3/6/2023	6,531.69	251.38	6,280.31	32,025.18	365/4
6/6/2023	6,531.69	210.17	6,321.52	25,703.67	365/4
9/6/2023	6,531.69	168.68	6,363.01	19,340.66	365/4
12/6/2023	6,531.69	126.92	6,404.77	12,935.90	365/4
3/6/2024	6,531.69	84.89	6,446.80	6,489.10	365/4
6/6/2024	6,531.69	42.58	6,489.11	(0.00)	365/4
Total	107,819.69	8,919.69	98,900.00	-	

EXHIBIT I**Brett Mackenzie****Interest Start Date: 2/27/2019****Effective Date: 9/6/2019****Qtrly Payments (4 yrs): \$0.00**

Date	Payment	2.625% Interest	Principal	Balance	Days
				75,000.00	
Escrow Pmt	-	-	-	75,000.00	
6/6/2020	77,508.13	2,508.13	75,000.00	-	465
9/6/2020	-	-	-	-	365/4
12/6/2020	-	-	-	-	365/4
3/6/2021	-	-	-	-	365/4
6/6/2021	-	-	-	-	365/4
9/6/2021	-	-	-	-	365/4
12/6/2021	-	-	-	-	365/4
3/6/2022	-	-	-	-	365/4
6/6/2022	-	-	-	-	365/4
9/6/2022	-	-	-	-	365/4
12/6/2022	-	-	-	-	365/4
3/6/2023	-	-	-	-	365/4
6/6/2023	-	-	-	-	365/4
9/6/2023	-	-	-	-	365/4
12/6/2023	-	-	-	-	365/4
3/6/2024	-	-	-	-	365/4
6/6/2024	-	-	-	-	365/4
Total	77,508.13	2,508.13	75,000.00	-	

EXHIBIT J

San Antonio

Interest Start Date: 2/27/2019

Effective Date: 9/6/2019

Qtrly Payments (4 yrs): \$111,045.25

Date	Payment	2.625%	Principal	Balance	Days
		Interest		1,804,734.15	
Escrow Pmt	123,334.15	-	123,334.15	1,681,400.00	
6/6/2020	-	-	-	1,681,400.00	
9/6/2020	167,364.95	67,353.89	100,011.06	1,581,388.94	557
12/6/2020	111,045.25	10,377.86	100,667.39	1,480,721.55	365/4
3/6/2021	111,045.25	9,717.24	101,328.01	1,379,393.53	365/4
6/6/2021	111,045.25	9,052.27	101,992.98	1,277,400.55	365/4
9/6/2021	111,045.25	8,382.94	102,662.31	1,174,738.24	365/4
12/6/2021	111,045.25	7,709.22	103,336.03	1,071,402.21	365/4
3/6/2022	111,045.25	7,031.08	104,014.17	967,388.03	365/4
6/6/2022	111,045.25	6,348.48	104,696.77	862,691.26	365/4
9/6/2022	111,045.25	5,661.41	105,383.84	757,307.42	365/4
12/6/2022	111,045.25	4,969.83	106,075.42	651,232.00	365/4
3/6/2023	111,045.25	4,273.71	106,771.54	544,460.45	365/4
6/6/2023	111,045.25	3,573.02	107,472.23	436,988.22	365/4
9/6/2023	111,045.25	2,867.74	108,177.51	328,810.71	365/4
12/6/2023	111,045.25	2,157.82	108,887.43	219,923.28	365/4
3/6/2024	111,045.25	1,443.25	109,602.00	110,321.27	365/4
6/6/2024	111,045.25	723.98	110,321.27	0.00	365/4
Total	1,956,377.89	151,643.74	1,804,734.15	-	

EXHIBIT K**Kevin Barton****Interest Start Date: 2/27/2019****Effective Date: 9/6/2019****Qtrly Payments (4 yrs): \$0.00**

Date	Payment	2.625% Interest	Principal	Balance	Days
				100,000.00	
Escrow Pmt	-	-	-	100,000.00	
6/6/2020	103,344.18	3,344.18	100,000.00	-	465
9/6/2020	-	-	-	-	365/4
12/6/2020	-	-	-	-	365/4
3/6/2021	-	-	-	-	365/4
6/6/2021	-	-	-	-	365/4
9/6/2021	-	-	-	-	365/4
12/6/2021	-	-	-	-	365/4
3/6/2022	-	-	-	-	365/4
6/6/2022	-	-	-	-	365/4
9/6/2022	-	-	-	-	365/4
12/6/2022	-	-	-	-	365/4
3/6/2023	-	-	-	-	365/4
6/6/2023	-	-	-	-	365/4
9/6/2023	-	-	-	-	365/4
12/6/2023	-	-	-	-	365/4
3/6/2024	-	-	-	-	365/4
6/6/2024	-	-	-	-	365/4
Total	103,344.18	3,344.18	100,000.00	-	

EXHIBIT L

John Rush

Interest Start Date: 2/27/2019

Effective Date: 9/6/2019

Qtrly Payments (4 yrs): \$0.00

Date	Payment	2.625% Interest	Principal	Balance	Days
				22,000.00	
Escrow Pmt	-	-	-	22,000.00	
6/6/2020	22,735.72	735.72	22,000.00	-	465
9/6/2020	-	-	-	-	365/4
12/6/2020	-	-	-	-	365/4
3/6/2021	-	-	-	-	365/4
6/6/2021	-	-	-	-	365/4
9/6/2021	-	-	-	-	365/4
12/6/2021	-	-	-	-	365/4
3/6/2022	-	-	-	-	365/4
6/6/2022	-	-	-	-	365/4
9/6/2022	-	-	-	-	365/4
12/6/2022	-	-	-	-	365/4
3/6/2023	-	-	-	-	365/4
6/6/2023	-	-	-	-	365/4
9/6/2023	-	-	-	-	365/4
12/6/2023	-	-	-	-	365/4
3/6/2024	-	-	-	-	365/4
6/6/2024	-	-	-	-	365/4
Total	22,735.72	735.72	22,000.00	-	

UNITED STATES DISTRICT COURT
[DISTRICT]
Civ. No. ##-### (/)

United States of America,
ex rel. Dr. Mark Conliffe,

Plaintiffs,

v.

Robert L. Boyer, M.D., *et al.*,

Defendants.

**JOINT MOTION FOR ENTRY OF
CONSENT JUDGMENT**

Before the Court is a joint motion for entry of a consent judgment filed by Plaintiff United States of America and Defendant [ORI] (collectively, “the Parties”). Defendant [ORI] has consented to the entry of judgment according to the terms of the Parties’ Settlement Agreement, attached to this Motion as Exhibit A.

Accordingly, **THE COURT FINDS THAT:**

The Court has jurisdiction over the Parties and the subject matter of this action. The instant Joint Motion for Entry of Consent Judgment arises from the Defendant’s default on the terms of the Settlement Agreement between the Parties in the above-captioned *qui tam* action filed under the provisions of the False Claims Act, 31 U.S.C. §§ 3729 – 3733, that was executed on [DATE]. The Settlement Agreement requires quarterly installment payments of the total sum of [\$XX] plus interest at a rate of 2.625 percent *per annum*. Defendant is in default under the Settlement Agreement, having failed to meet its payment obligations. Plaintiff United States gave notice of the default

to Defendant [ORI], and the 14 day period to cure the default has expired. Under the terms of the Settlement Agreement, Defendant [ORI] has consented to the entry of this judgment for its outstanding principal amount, plus interest accruing at a rate of 12 percent *per annum*.

WHEREFORE, THE COURT ORDERS that the Parties Joint Motion for Entry of Consent Judgment is hereby **GRANTED**.

IT IS FURTHER ORDERED under Rule 58 of the Federal Rules of Civil Procedure that final judgment is hereby entered in favor of Plaintiff United States against Defendant [ORI] in the amount of [\$XXX], representing the principal amount remaining on the debt, plus post-default interest of 12 percent *per annum* accrued to date. Interest shall also accrue prospectively at a rate of 12 percent *per annum*.

Entered this _____ day of _____, 20__.

[United States District Judge]