UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

UNITED STATES OF AMERICA and
the STATE OF FLORIDA, *ex rel.*
The Estate of Linda Rubino, by and
through Daniel Spiegel and Jennifer Spiegel
as Personal Representatives,

Plaintiffs,

Case No.: 8:20-cv-1292-CEH-SPF

LAWRENCE WALDMAN,

Defendant.
_____/

UNITED STATES, STATE OF FLORIDA, AND RELATOR'S NOTICE OF RESOLUTION AS TO DEFENDANT LAWRENCE WALDMAN

Pursuant to Local Rule 3.09, Plaintiffs hereby file a notice of Resolution as to Defendant Lawrence Waldman. The parties have executed a written Settlement Agreement, which is attached hereto as Exhibit 1. As noted therein, in addition to the initial settlement payment being paid within ten business days (¶ 1), additional settlement payments are to be made periodically over a period of two years. *See* Exh. 1, Exhibit A. As noted therein (¶ 21),

> Upon receipt of the all payments described in Paragraph 1, above or the dismissal of the civil case in its entirety, whichever comes first, the Parties shall promptly sign and file in the Civil Action a Joint Stipulation of Dismissal of the Civil Action as to Lawrence Waldman pursuant to Rule 41(a)(1), subject to the terms of the settlement agreement.

As such, the parties request that the Court not dismiss Defendant Waldman from this case until the full Settlement Amount is paid in full, or alternatively, retain jurisdiction as set forth in the parties' Settlement Agreement until such time as the full Settlement Payments are received by the United States, at which time, the parties will file a joint stipulation of dismissal as to Defendant Waldman, seeking dismissal:

(1) with prejudice as to the United States and Florida as to all claims against the Defendant Waldman regarding the Covered Conduct described in the Settlement Agreement;

(2) without prejudice as to the United States and Florida as to any other claims against the Defendant Waldman; and

(3) with prejudice as to the Relator as to all claims against Defendant Waldman,

with each party to bear its own costs (except as specifically provided in the Settlement Agreement), with the Court retaining jurisdiction over this matter as necessary to enforce the terms of the Settlement Agreement.

Dated this 16th day of June, 2026.

BY THE UNITED STATES:

GREGORY W. KEHOE
United States Attorney

/s/Kelley C. Howard-Allen
KELLEY C. HOWARD-ALLEN
Assistant United States Attorney
Florida Bar No. 085464
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BY THE STATE OF FLORIDA:

/s/ Melanie A. Mucario
MELANIE A. MUCARIO
Assistant Attorney General
Medicaid Fraud Control Unit
Civil Enforcement Bureau
Office of the Attorney General
407-241-5352

BY THE RELATOR:

/s/ Audrey Schechter
AUDREY SCHECHTER
Andrea Fisher
Law Offices of Audrey Hildes Schechter, P.A.
Largo, FL 33779
Counsel for the Estate of Linda Rubino
(727) 223-2178

SETTLEMENT AGREEMENT

This Settlement Agreement (Agreement) is entered into among the United States of America, acting through the United States Department of Justice and on behalf of the Office of Inspector General (OIG-HHS) of the Department of Health and Human Services (HHS) and the Defense Health Agency (DHA), acting on behalf of the TRICARE Program (collectively, the "United States"), the State of Florida, acting through the Florida Office of the Attorney General (hereafter "Florida"), and Lawrence Waldman and Linda Rubino (by and through her Estate) (hereafter collectively referred to as "the Parties"), through their authorized representatives.

RECITALS

A. ASAP Labs was a clinical medical laboratory located in Davie, Florida, that conducted laboratory services to include COVID-19 testing and genetic testing. ASAP Labs was a Medicare and Medicaid provider.

B. Lawrence Waldman, resided in Miami, Florida. Lawrence Waldman was a sales representative for ASAP Labs. Lawrence Waldman began his employment at ASAP Labs in or around December 2019. As part of his salary package, in addition to a bi-weekly paycheck, Lawrence Waldman was to receive 40% of ASAP's profit-share that was not intended to pay Lawrence Waldman for the provision of any covered goods and services but to incentivize and compensate him for the volume of his referrals.

C. On June 5, 2020, Linda Rubino filed a qui tam action in the United States District Court for the Middle District of Florida captioned *United States ex rel. Linda Rubino v. Larry Waldman, et al*, Case No. 8:20-cv-1292-T-CEH-SPF, pursuant to the qui tam provisions of the False Claims Act, 31 U.S.C. § 3730(b) (the Civil Action).

D. On July 31, 2025, Lawrence Waldman pled guilty to one count of conspiracy to solicit and receive remuneration (illegal kickbacks and bribes), in violation of 18 U.S.C. § 371,

in *United States v. Waldman*, Case No. 8:24-CR-285-KKM-NHA (MDFL). This plea was based on Mr. Waldman's conduct between in or around January 2019 through in or around November 2022, as set forth with specificity in the Plea Agreement. *See United States v. Waldman*, No. 8:24-CR-285-KKM-NHA (MDFL), ECF No. 26, 32.

E. The United States and Florida contend that Lawrence Waldman caused to be submitted claims for payment through ASAP Labs to the Medicare Program, Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395lll ("Medicare"); the Medicaid Program, 42 U.S.C. §§ 1396-1396w-5 ("Medicaid"); and the TRICARE Program, 10 U.S.C. §§ 1071-1110b ("TRICARE").

F. The United States and Florida contend that it has certain civil claims against Lawrence Waldman arising from diagnostic testing services billed by ASAP Labs for medically unnecessary diagnostic and lab tests that were also tainted by kickbacks. These tests include COVID-19 testing, complete respiratory panel testing, "cardiac conditions" testing and genetic testing, which had not been approved by a physician or other authorized medical professional who attested to the medical necessity of the test. As such, these tests are not covered by Medicare or Medicaid because they are "not reasonable and necessary for the diagnosis or treatment of illness or injury or to improve the functioning of a malformed body member." 42 U.S.C. § 1395y(a)(1)(A). Tests not ordered by the physician who was treating the beneficiary were deemed not to be reasonable and necessary. Lawrence Waldman paid remuneration from ASAP Labs to certain physicians in return for agreeing to sign requisition forms for medically unnecessary lab tests for a fee. These medically unnecessary lab specimens or requisition forms were submitted by ASAP Labs in violation of the Federal Anti-Kickback statute and used to support false claims for Medicare and Medicaid reimbursement. It is a violation of the Anti-Kickback Statute to "knowingly and willfully" solicit, receive, offer, or pay "any remuneration…

in return for referring an individual for the furnishing or arranging for the furnishing of any item or service for which payment may be made in whole or in part under a Federal health care program." 42 U.S.C. § 1320a-7b(b).

G. Lawrence Waldman caused to be submitted to Medicare, Medicaid, and TRICARE for reimbursement, diagnostic testing services for Medicare, Medicaid, and TRICARE beneficiaries who were residents of facilities that were not medically necessary and/or were tainted by kickbacks during the period from March 2020 through November 2022. That conduct in Paragraphs E, F, and G is referred to below as the "Covered Conduct."

H. With respect to the Covered Conduct, Lawrence Waldman acknowledges the United States and Florida contend that:

(i) the Covered Conduct constituted misrepresentations and fraudulent omissions;

(ii) which conduct Waldman knew was deceptive, with an intent to deceive the United States and Florida;

(iii) the United States and Florida justifiably relied on the Covered Conduct;

(iv) this reliance proximately caused damage to the United States and Florida;

(v) Waldman took these actions with the subjective knowledge that harm in the form of false claims to the United States and Florida was certain to occur; and

(vi) the Covered Conduct was wrongful, done intentionally, injurious to the United States and Florida, and taken without just cause and excuse.

I. With respect to the Covered Conduct, Waldman admits only those facts specified in his Plea Agreement in *United States v. Waldman*, No. 8:24-CR-285-KKM-NHA (MDFL), ECF No. 26, 32.

J. 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.

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. Lawrence Waldman agrees to pay the United States the sum of $5,000,000 (Settlement Amount), of which $3,284,467 is to be paid as criminal restitution in Middle District of Florida Case No. 8:24-CR-285-KKM-NHA and of which $380,000 is to be paid as criminal forfeiture in that matter. On the Effective Date of this Agreement, Lawrence Waldman will make a payment to the United States in the amount of $3,284,467 within ten (10) business days of the Effective Date of this Agreement pursuant to written instructions to be provided by the United States Attorney for the Middle District of Florida. The unpaid portion of the Settlement Amount of $1,715,533, after the initial paymentshall be made as indicated in Exhibit A. Collectively the Settlement Amount (and any applicable interest) received by the United States shall be referred to as the Settlement Payments. The first $3,284,467 in Settlement Payments under this Agreement will be credited in full to criminal restitution in Waldman's criminal Case Number 8:24-CR-285-KKM-NHA, and from the next $857,776 in payments made under this Agreement, as set forth in Exhibit A, $380,000 will be credited to the criminal forfeiture in that same matter.

If Waldman's assets, including those of Waldman Healthcare Consulting, Inc. are sold, merged, or transferred, Waldman shall promptly notify the United States and all remaining payments owed pursuant to the Settlement Agreement shall be accelerated and become immediately due and payable. If Waldman or Waldman Healthcare Consulting receives any payment in excess of $1,715,533, all remaining payments owed pursuant to the Settlement Agreement shall be accelerated and become immediately due and payable. The Settlement Amount may be prepaid, in whole or in part, without penalty or premium.

2. Conditioned upon the United States receiving the Settlement Amount payments, as scheduled, the United States agrees that it shall pay to Relator by electronic funds transfer 25 percent of each such payment received under the Settlement Agreement (Relator's Share) as soon as feasible after receipt of the payment.

3. Lawrence Waldman has agreed to make payment to Relator of $225,000 as payment to Relator for expenses, and attorneys' fees and costs ("Attorney's Fees and Costs"), under subsection 3730(d)(2). Within 10 days of the Effective Date of the Settlement Agreement, Lawrence Waldman shall make payment on the same schedule as payments made of the Settlement Amount. Thus, within 10 days of the Effective Date of the Settlement Agreement, Lawrence Waldman shall make payment to Relator in the amount of $147,825.00. Such amount shall be made by wire transfer to Relator's Counsel's Operating Account. Relator shall send Lawrence Waldman's attorney wiring instructions within 3 business days of the Effective Date. Lawrence Waldman shall make payments of the balance in accordance with the timing set forth in Exhibit A.

4. Subject to the exceptions in Paragraph 10 (concerning reserved claims) below, and subject to Paragraph 12 (concerning disclosure of assets), Paragraph 19 (concerning default), and Paragraph 24 (concerning bankruptcy) below, and upon the United States' receipt of the full Settlement Amount due under Paragraph 1 (and any applicable interest), the United States releases Larry Waldman 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 10 below, and subject to Paragraph 12 (concerning disclosure of assets), Paragraph 23 (concerning default), and Paragraph 24 (concerning bankruptcy) below, and upon the United States' receipt of the full Settlement Amount due under Paragraph 1 (and any applicable interest), Relator, by and through her Estate and for her heirs, successors, attorneys, agents, and assigns, releases Lawrence Waldman 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 Lawrence Waldman set forth in this Agreement, and upon the United States' receipt of full payment of the Settlement Amount due under Paragraph 1 (and any applicable interest), DHA shall release and refrain from instituting, directing, or maintaining any administrative action seeking exclusion from the TRICARE Program against Lawrence Waldman under 32 C.F.R. § 199.9 for the Covered Conduct, except as reserved in this paragraph and in Paragraph 10 (concerning reserved claims), below. DHA expressly reserves authority to exclude Lawrence Waldman from the TRICARE Program under 32 C.F.R. §§ 199.9 (f)(1)(i)(A), (f)(1)(i)(B), and (f)(1)(iii) (mandatory exclusion), based upon the Covered Conduct. Nothing in this paragraph precludes DHA or the TRICARE Program from taking action against entities or persons, or for conduct and practices, for which claims have been reserved in Paragraph 10, below.

7. Notwithstanding the releases given in Paragraph 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;

8. Relator, by and through her Estate, 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.

9. Upon full payment of the Settlement Amount and Attorney's Fees and Costs, Relator, by and through her Estate, and for her heirs, successors, attorneys, agents, and assigns, releases Larry Waldman, from any liability to Relator arising from the filing of the Civil Action, or under 31 U.S.C. § 3730(d) for expenses or attorneys' fees and costs.

10. Subject to the exceptions in Paragraph 11 below (concerning reserved claims), and conditioned upon the Defendant's full payment of the Settlement Amount, Florida releases the Defendants from any civil or administrative monetary claim Florida has for any claims submitted or caused to be submitted to the Florida Medicaid Program or its contracted Managed Care Organizations as a result of the Covered Conduct described in Paragraph D. Nothing in this Agreement precludes Florida from taking any action against entities or persons, or for conduct

and practices, for which claims have been reserved in Paragraph 11.

11. Notwithstanding the releases given in Paragraph 10 of this Agreement, or any other term of this Agreement, the following claims and rights of Florida are specifically reserved and are not released:

a. Any criminal, civil or administrative liability arising under the state revenue codes;

b. Any criminal liability:

c. Any civil administrative liability that any person or entity, including Defendant, have or may have to the State of Florida or to the individual consumers or state program payors under any statute, regulation, or rule not expressly covered by the release in paragraph 7 above, including by not limited to, any and all of the following claims: (i) State of Florida or federal antitrust violations and (ii) claims by consumers involving unfair and/or deceptive acts and practices and/or violations of consumer protection laws;

d. Except as expressly stated in this Agreement, any administrative liability, including exclusion from the Florida Medicaid program;

e. Any liability to Florida (or its agencies) for any conduct other than the Covered Conduct;

f. Any liability based upon obligations created by this Agreement;

g. Any liability of individuals, other than the individuals specifically identified herein, for the Covered Conduct;

h. Any liability for expressed or implied warranty claims or other claims for defective or deficient products and services, including quality of goods and services;

i. Any liability for personal injury or property damage or for other consequential damages arising under the Covered Conduct; and

j. Any liability for failure to deliver goods or services due.

12. Lawrence Waldman has 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. Lawrence Waldman warrants 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 Lawrence Waldman 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 Lawrence Waldman's 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 Lawrence Waldman 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 $500,000 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 Lawrence Waldman's previously undisclosed assets. Lawrence Waldman agrees not to contest any collection action undertaken by the United States pursuant to this provision, and agrees that it will immediately pay the United States the greater of (i) a 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, Lawrence Waldman waives and agrees 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 Lawrence Waldman that this Agreement has been rescinded, and (b) relate to the Covered Conduct, except to the extent these defenses were available on February 9, 2024.

13. Lawrence Waldman waives and shall not assert any defenses Lawrence Waldman 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.

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

15. Lawrence Waldman fully and finally releases the Relator, by and through her Estate, from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that Lawrence Waldman has asserted, could have asserted, or may assert in the future against the Relator, related to the *United States ex rel. Linda Rubino v. Larry Waldman, et al*, case no. 8:20-cv-1292-T-36JSS, and the Relator's investigation and prosecution thereof.

16. 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) TRICARE or any state payer, related to the Covered Conduct; and Lawrence Waldman agrees not to resubmit to any Medicare contractor TRICARE or any state payer any previously denied claims related to the Covered Conduct, agrees not to appeal any such denials of claims, and agrees to withdraw any such pending appeals.

17. Lawrence Waldman agrees to the following, if applicable:

a. Unallowable Costs Defined: If applicable, 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 Lawrence Waldman, or his present or former employees, or agents in connection with:

(1) the matters covered by this Agreement and any related plea agreement;

(2) the United States' audit(s) and civil and any criminal investigation(s) of the matters covered by this Agreement;

(3) Lawrence Waldman's investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and civil and any criminal investigation(s) in connection with the matters covered by this Agreement (including attorneys' fees);

(4) the negotiation and performance of this Agreement and any Plea Agreement; and

(5) the payment Lawrence Waldman makes to the United States pursuant to this Agreement and any payments that Lawrence Waldman may make to Relator, including costs and attorneys' fees

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

b. Future Treatment of Unallowable Costs: Unallowable Costs shall be separately determined and accounted for by Lawrence Waldman, and Lawrence Waldman 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 Lawrence Waldman or any of its subsidiaries or affiliates to the Medicare, Medicaid, or TRICARE. Lawrence Waldman shall identify these unallowable costs through: 1) accounting records to the extent that is possible; 2) memorandum records including diaries and informal logs, regardless of whether such records are part of official documentation, where accounting records are not available; and 3) itemized estimates where no other accounting basis is available

c. Treatment of Unallowable Costs Previously Submitted for Payment: Lawrence Waldman further agrees that within 90 days of the Effective Date of this Agreement he shall identify to applicable Medicare and TRICARE fiscal intermediaries, carriers, and/or contractors, and Medicaid fiscal agents, any Unallowable Costs (as defined in this paragraph) included in payments previously sought from the United States, or any State Medicaid program, to the extent that he previously sought such payments, including, but not limited to, payments sought in any cost reports, cost statements, information reports, or payment requests already submitted by Lawrence Waldman 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. Lawrence Waldman agrees that the United States, at a minimum, shall be entitled to recoup from Lawrence Waldman 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. Lawrence Waldman shall identify these unallowable costs through: 1) accounting records to the extent that is possible; 2) memorandum records including diaries and informal logs, regardless of whether such records are part of official documentation, where accounting records are not available; and 3) itemized estimates where no other accounting basis is available.

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 Lawrence Waldman or any of its subsidiaries or affiliates on the effect of inclusion of Unallowable Costs (as defined in this paragraph) on Lawrence Waldman 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 Lawrence Waldman's books and records to determine that no Unallowable Costs have been claimed in accordance with the provisions of this paragraph.

17. 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 18 (waiver for beneficiaries paragraph), below.

18. Larry Waldman agrees that he waives and shall not seek payment for any of the health care billings covered by this Agreement from any health care beneficiaries or their parents, sponsors, legally responsible individuals, or third party payors based upon the claims defined as Covered Conduct.

19. 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 to Lawrence Waldman's financial condition as reflected in the Financial Disclosures referenced in Paragraph 12.

a. In the event that Lawrence Waldman fails to pay the Settlement Amount as provided in the payment schedule set forth in Paragraph 1 above, Lawrence Waldman shall be in Default of Lawrence Waldman's payment obligations ("Default"). The United States will provide a written Notice of Default, and Lawrence Waldman 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 Lawrence Waldman, or to such other representative as Lawrence Waldman shall designate in advance in writing. If Lawrence Waldman fails 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 Payment as stated in Exhibit Ashall become immediately due and payable, and interest on the remaining unpaid balance shall thereafter accrue at the rate of 4.25% per annum, compounded daily from the date of Default, on the remaining unpaid total (principal and interest balance).

b. In the event of Uncured Default, Lawrence Waldman agrees 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 Lawrence Waldman for the claims that would otherwise be covered by the releases provided in Paragraphs 4 and 6 above, with any recovery reduced by the amount of any

payments previously made by Lawrence Waldman 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 Lawrence Waldman 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, Lawrence Waldman agrees 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, Lawrence Waldman waives and 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 Lawrence Waldman 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 February 9, 2024. Lawrence Waldman agrees 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 Lawrence Waldman from participating in all Federal health care programs until Lawrence Waldman pays the Settlement Amount, with interest, as set forth above (Exclusion for Default). OIG-HHS will provide written notice of any such exclusion to Lawrence Waldman. Lawrence Waldman 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, Lawrence Waldman wishes to apply for reinstatement, he must submit a written request for reinstatement to OIG-HHS in accordance with the provisions of 42 C.F.R. §§ 1001.3001-.3005. Lawrence Waldman 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.

20. In exchange for valuable consideration provided in this Agreement, Lawrence Waldman and Relator acknowledge the following:

a. Lawrence Waldman 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 Lawrence Waldman, 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 Lawrence Waldman was 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 any of Lawrence Waldman's payments or 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, Lawrence Waldman 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 Lawrence Waldman's debts, or to adjudicate Lawrence Waldman as bankrupt or insolvent; or seeking appointment of a receiver, trustee, custodian, or other similar official for Lawrence Waldman or for all or any substantial part of Lawrence Waldman'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 Lawrence Waldman for the claims that would otherwise be covered by the releases provided in Paragraphs 4 and 6 above

(ii) the United States has an undisputed, noncontingent, and liquidated allowed claim against Lawrence Waldman in the amount of $9,853,401 plus penalties, less any payments received pursuant to Paragraph 1 of this Agreement, provided, however, that such payments are not otherwise avoided and recovered from the United States by Lawrence Waldman, a receiver, trustee, custodian, or other similar official for Lawrence Waldman;

(iii) if any payments are avoided and recovered by a receiver, trustee, creditor, custodian, or similar official, the United States shall not be responsible for the return of any amounts already paid by the United States to the Relator; and

(iv) if, notwithstanding subparagraph (iii), any amounts already paid by the United States to the Relator pursuant to Paragraph 2 are recovered from the United States in an action or proceeding filed by a receiver, trustee, creditor, custodian, or similar official in or in connection with a bankruptcy case that is filed within two years of the Effective Date of this Agreement or of any payment made under Paragraph 1 of this Agreement, Relator shall, within

thirty days of written notice from the United States to the undersigned Relator's counsel, return to the United States all amounts recovered from the United States.

f. Lawrence Waldman agrees that any civil and/or administrative claim, action, or proceeding brought by the United States under Paragraph 24.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. Lawarence Waldman 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). Lawrence Waldman waives 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 Lawrence Waldman that the releases have been rescinded pursuant to this paragraph, except to the extent such defenses were available on February 9, 2024.

21. Upon receipt of the all payments described in Paragraph 1, above or the dismissal of the civil case in its entirety, whichever comes first, the Parties shall promptly sign and file in the Civil Action a Joint Stipulation of Dismissal of the Civil Action as to Lawrence Waldman pursuant to Rule 41(a)(1), subject to the terms of the settlement agreement.

22. Except as provided in Paragraph 3, above, each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

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

24. This Agreement is governed by the laws of the United States. The exclusive venue for any dispute relating to this Agreement is the United States District Court for the

Middle District of Florida. 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.

25. 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 or Florida from pursuing any remedy or relief available to it under this Agreement shall not constitute a waiver of rights under this Agreement.

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

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

28. This Agreement is binding on Lawrence Waldman's successors, transferees, heirs, and assigns.

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

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

31. 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: June 8, 2026 BY: Kelley C. Howard-Allen

Kelley C. Howard-Allen
Assistant United States Attorney
Middle District of Florida

DATED: _____ BY: SPENCER TURNBULL Digitally signed by SPENCER TURNBULL Date: 2026.06.11 15:34:14 -04'00'

SUSAN E. GILLIN
Assistant Inspector General for Legal Affairs
Office of Counsel to the Inspector General
Office of Inspector General
United States Department of Health and Human Services

DATED: _____ BY: _____

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

MEDICAID/STATE OF FLORIDA

DATED: _____ BY: _____

DAVID DEWHIRST
Chief Deputy Attorney General
Office of the Attorney General
State of Florida

LAWRENCE WALDMAN - DEFENDANT

DATED: 6-5-26 BY: _____

Lawrence Waldman

DATED: June 7, 2026 BY: _____

Gregory Singer, Esq.
Counsel for Larry Waldman

ESTATE OF LINDA RUBINO - RELATOR

DATED: _____ BY: _____

Daniel Spiegel, As Personal Rep of Estate

DATED: _____ BY: _____

Jennifer Spiegel, As Personal Rep of Estate

DATED: _____ BY: _____
SUSAN E. GILLIN
Assistant Inspector General for Legal Affairs
Office of Counsel to the Inspector General
Office of Inspector General
United States Department of Health and Human Services

DATED: 6/8/2026 BY: BORKENHAGEN.WESTON.EARL.1138755149 Digitally signed by BORKENHAGEN.WESTON.EARL.1138755149 Date: 2026.06.08 09:13:54 -04'00'
SALVATORE M. MAIDA
For General Counsel
Defense Health Agency
United States Department of Defense

MEDICAID/STATE OF FLORIDA

DATED: _____ BY: _____
DAVID DEWHIRST
Chief Deputy Attorney General
Office of the Attorney General
State of Florida

LAWRENCE WALDMAN - DEFENDANT

DATED: 6-5-26 BY: _____
Lawrence Waldman

DATED: June 7, 2026 BY: _____
Gregory Singer, Esq.
Counsel for Larry Waldman

ESTATE OF LINDA RUBINO - RELATOR

DATED: _____ BY: _____
Daniel Spiegel, As Personal Rep of Estate

DATED: _____ BY: _____
Jennifer Spiegel, As Personal Rep of Estate

DATED: _____ BY: _____
SUSAN E. GILLIN
Assistant Inspector General for Legal Affairs
Office of Counsel to the Inspector General
Office of Inspector General
United States Department of Health and Human Services

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

MEDICAID/STATE OF FLORIDA

DATED: _____ BY: _____
DAVID DEWHIRST
Chief Deputy Attorney General
Office of the Attorney General
State of Florida

LAWRENCE WALDMAN - DEFENDANT

DATED: _____ BY: _____
Lawrence Waldman

DATED: _____ BY: _____
Gregory Singer, Esq.
Counsel for Larry Waldman

ESTATE OF LINDA RUBINO - RELATOR

DATED: 4/20/26 BY: _____
Daniel Spiegel, As Personal Rep of Estate

DATED: _____ BY: _____
Jennifer Spiegel, As Personal Rep of Estate

DATED: _____ BY: _____
SUSAN E. GILLIN
Assistant Inspector General for Legal Affairs
Office of Counsel to the Inspector General
Office of Inspector General
United States Department of Health and Human Services

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

MEDICAID/STATE OF FLORIDA

DATED: _____ BY: _____
DAVID DEWHIRST
Chief Deputy Attorney General
Office of the Attorney General
State of Florida

LAWRENCE WALDMAN - DEFENDANT

DATED: _____ BY: _____
Lawrence Waldman

DATED: _____ BY: _____
Gregory Singer, Esq.
Counsel for Larry Waldman

ESTATE OF LINDA RUBINO - RELATOR

DATED: _____ BY: _____
Daniel Spiegel, As Personal Rep of Estate

DATED: 4/15/26 BY: _____
Jennifer Spiegel, As Personal Rep of Estate

DATED: 5/28/2026 BY: _____

Audrey Schechter
Andrea Fischer
Counsel for the Estate of Linda Rubino

DATED: _____ BY: _____
SUSAN E. GILLIN
Assistant Inspector General for Legal Affairs
Office of Counsel to the Inspector General
Office of Inspector General
United States Department of Health and Human Services

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

MEDICAID/STATE OF FLORIDA

DATED: 6/15/26 BY: _____
RYAN NEWMAN
Chief Deputy Attorney General
Office of the Attorney General
State of Florida

LAWRENCE WALDMAN - DEFENDANT

DATED: _____ BY: _____
Lawrence Waldman

DATED: _____ BY: _____
Gregory Singer, Esq.
Counsel for Larry Waldman

ESTATE OF LINDA RUBINO - RELATOR

DATED: _____ BY: _____
Daniel Spiegel, As Personal Rep of Estate

DATED: _____ BY: _____
Jennifer Spiegel, As Personal Rep of Estate

EXHIBIT A

Date of Payment	Amount of Payment	Interest
October 1, 2026	$428,883*	If the full amount of this payment is not made by October 1, 2026, the payment shall include interest calculated at the rate of 4.25% per annum accrued from the Effective Date of this Agreement
April 1, 2027	$428,883*	If the full amount of this payment is not made by April 1, 2027, the payment shall include interest calculated at the rate of 4.25% per annum accrued from the Effective Date of this Agreement
October 1, 2027	$428,883	If the full amount of this payment is not made by October 1, 2027, the payment shall include interest calculated at the rate of 4.25% per annum accrued from the Effective Date of this Agreement
April 1, 2028	$428,833	If the full amount of this payment is not made by April 1, 2028, the payment shall include interest calculated at the rate of 4.25% per annum accrued from the Effective Date of this Agreement

Should Lawrence Waldman be incarcerated as a sentence for of his conduct in *United States v. Waldman*, Criminal Case No. 8:24-CR-285-KKM-NHA (MDFL) at the time a payment is due, and Mr. Waldman demonstrates that he lacks the ability to make such payment, the due date for that payment shall be extended to six months after Mr. Waldman's release from incarceration, with all subsequent payments coming due in six month intervals thereafter. If the full amount of these payments are not made according to this schedule as modified, the payments shall include interest calculated at the rate of 4.25% per annum accrued from the Effective Date of this Agreement.

*A portion of these payments will be applied to pay the criminal forfeiture in full that was ordered in *United States ex rel. Linda Rubino v. Larry Waldman, et al*, Case No. 8:20-cv-1292-T-CEH-SPF.