SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is entered into between the State of Georgia ("the State") and Avant Interventional Psychiatry and Dr. Okah Anyokwu, M.D (together, "Avant Parties"), hereafter collectively referred to as the "Parties."

RECITALS

A. The term "Relevant Time Period" shall be defined as September 2, 2019, to March 7, 2023.

B. During the Relevant Time Period, Dr. Anyokwu owned and operated Avant Interventional Psychiatry, a Georgia Medicaid provider of psychiatric services with locations in Cobb and Fayette Counties, and was a participating provider in the Georgia Medicaid program.

C. The State of Georgia contends that the Avant Parties submitted or caused the submission of claims for payment to the Georgia Medicaid Program, 42 U.S.C. §§ 1396-1396w-5 ("Medicaid").

D. The State alleges that it has certain civil claims against the Avant Parties for false claims submitted to Medicaid in violation of the Georgia False Medicaid Claims Act ("GFMCA"), O.C.G.A. § 49-4-168, et seq. The State alleges that during the Relevant Time Period, the Avant Parties submitted claims for payment to Medicaid for services they claimed were rendered by Dr. Anyokwu despite knowing that those services were not rendered by Dr. Anyokwu. The State further alleges some of these aforementioned claims were for services rendered by unlicensed or unenrolled Avant employees.

E. The conduct in Paragraph D is referred to below as the "Covered Conduct." This Settlement Agreement is neither an admission of liability by the Avant Parties nor a concession by the State that its claims are not well founded. In an effort to avoid the delay, uncertainty, inconvenience,

and expense of protracted litigation of the above allegations, and in consideration of the mutual promises and obligations of this Agreement, the Parties agree and covenant as follows:

TERMS AND CONDITIONS

1. The Avant Parties shall pay to the State the amount of $375,000 (the "Settlement Amount") of which $132,556.06 is restitution. The payment shall be made by check or electronic funds transfer within seven (7) days from the Effective Date of this Agreement. The State of Georgia will provide written instructions for electronic funds transfer.

   a. If payment is not made in full within seven (7) days of the Effective Date of this Agreement, the Avant Parties shall pay to the State an additional $19,000, none of which is restitution, for a total of $394,000 within 365 days of the Effective Date of this Agreement.

2. Subject to the exceptions in Paragraph 3 (concerning excluded claims) below, and conditioned upon the Avant Parties' full payment of the Settlement Amount to the State, the State releases the Avant Parties from any civil monetary claim the State has for the Covered Conduct under the GFMCA, or the common law theories of payment by mistake, unjust enrichment and fraud.

3. Notwithstanding the releases given in Paragraph 2 of this Agreement, or any other term of this Agreement, the following claims of the State are specifically reserved and are not released:

   a. Any liability arising under the Georgia Revenue and Taxation Code, O.C.G.A. §§ 48-1-1, *et seq.*;

   b. Any criminal liability;

   c. Except as explicitly stated in this Agreement as it relates to the Covered Conduct, any administrative liability, including mandatory or permissive exclusion from the State's Medicaid program;

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

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

f. Any liability of individuals not listed in this Agreement;

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

h. Any liability for failure to deliver goods or services due;

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

4. The Avant Parties waive and shall not assert any defenses they may have to any criminal prosecution or administrative action relating to the Covered Conduct that may be based in whole or in part on a contention that, under the Double Jeopardy Clause 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.

5. The Avant Parties fully and finally release the State, its agencies, employees, and agents from any causes of action (including attorney's fees, costs, and expenses of every kind and however denominated) that the Avant Parties have asserted, could have asserted, or may assert in the

future against the State, its agencies, employees, and agents related to the Covered Conduct and the State's investigation and prosecution thereof.

6. In the event that the Avant Parties fail to pay the Settlement Amount as set forth in Paragraph 1 above, the Avant Parties shall be in default of the Agreement ("Default"). In the event of Default, the State, at its sole discretion, may bring any civil and/or administrative claim, action, or proceeding against the Avant Parties for the claims that would otherwise be covered by the releases provided in Paragraph 2 above. In the event of Default, the Avant Parties agree not to seek to exclude claims as time-barred by statutes of limitation, laches, or any other time-related defenses if those same claims were not time-barred as of the Effective Date of this Agreement as specified in Paragraph 16 below.

7. The Settlement Amount shall not be decreased as a result of the denial of claims for payment now being withheld from payment by any state payer related to the Covered Conduct; and the Avant Parties agree not to resubmit to any other 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.

8. The Avant Parties shall not seek payment for any claims for reimbursement to the State's Medicaid Program covered by this Agreement from any health care beneficiaries or their parents, sponsors, legally responsible individuals, or third-party payers.

9. The Avant Parties warrant that they have reviewed their financial condition and that they are currently solvent within the meaning of 11 U.S.C. §§ 547(b)(3) and 548(a)(1)(B)(ii)(I).

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

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

12. Except as otherwise stated in this Agreement, this Agreement is intended to be for the benefit of the Parties only, and by this instrument the Parties do not release any liability against any other person or entity.

13. Nothing in this Agreement constitutes an agreement by the State concerning the characterization of the amounts paid hereunder for purposes of the State's revenue code.

14. This Agreement is governed by the laws of the State of Georgia, and venue for addressing and resolving any and all disputes relating to this Agreement shall be the state courts of appropriate jurisdiction of the State of Georgia.

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

16. 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.

17. This Agreement is binding on the Avant Parties' successors, transferees, heirs, and assigns.

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

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

[Signature Page Follows]

THE STATE OF GEORGIA

DATED: 6/16/2026 BY: Jim Mooney
JIM MOONEY
Deputy Attorney General

DATED: 6/18/2026 BY: Melanie Simon
MELANIE SIMON
General Counsel
Georgia Department of Community Health

THE AVANT PARTIES

DATED: 06-17-2026 BY: _____

OKAH ANYOKWU, M.D.
Avant Interventional Psychiatry

DATED: 6-19-2026 BY: _____

JACK VAN WHY, Esq.
Counsel for Okah Anyokwu, M.D. and
Avant Interventional Psychiatry