

## 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); the Defense Health Agency (DHA), acting on behalf of the TRICARE Program; the Office of Personnel Management (OPM), which administers the Federal Employees Health Benefits Program (FEHBP); and the United States Department of Veterans Affairs (VA) (collectively, the “United States”); BioTelemetry, Inc. and LifeWatch Services Inc. (collectively, “Defendants”); Michael Pelletier (“DNJ Relator”) and SFP I, LLC and its individual members (“EDPA Relator”) (collectively, “Relators”), through their authorized representatives. All entities listed above will be referred to collectively herein as “the Parties.”

### RECITALS

A. Defendants market ambulatory heart monitoring services, including Holter monitoring, cardiac event monitoring, and mobile cardiovascular telemetry. Defendants also own and operate independent diagnostic testing facilities (“IDTFs”) that perform the technical components of these services using various cardiac monitoring devices. During the period July 1, 2014 through December 31, 2020, LifeWatch Services Inc. (“LifeWatch”) submitted claims to federal health care programs for the above-named services performed by Defendants’ IDTFs using Current Procedural Terminology codes (“CPTs”) 93226 (Holter monitoring, or “Holter”), 93271 (cardiac event monitoring, or “event monitoring”), and 93229 (mobile cardiovascular telemetry or “telemetry”).

B. On July 5, 2018, Michael Pelletier filed a *qui tam* action in the United States District Court for the District of New Jersey captioned *United States ex rel. Pelletier v. LifeWatch Services, Inc., et al.*, No. 2-18-cv-11391, pursuant to the *qui tam* provisions of the

False Claims Act, 31 U.S.C. § 3730(b) (the “DNJ Civil Action”). On May 17, 2019, SFP I, LLC filed a *qui tam* action in the United States District Court for the Eastern District of Pennsylvania captioned *United States ex rel. SFP I, LLC v. LifeWatch Corporation, et al.*, No. 2:19-cv-2169, pursuant to the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b) (the “EDPA Civil Action”). The DNJ Civil Action and the EDPA Civil Action are collectively referred to herein as the “Civil Actions.” The United States will file Notices of Intervention for the Purposes of Settlement in the Civil Actions promptly following the execution of this Agreement.

C. The United States contends that Defendants submitted or caused to be submitted claims for payment to the Medicare Program, Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395lll (“Medicare”); the TRICARE Program, 10 U.S.C. §§ 1071-1110b (“TRICARE”); the FEHBP, 5 U.S.C. §§ 8901-8914; and the Department of Veterans Affairs, Veterans Health Administration, 38 U.S.C. Chapter 17.

D. The United States contends that it has certain civil claims against Defendants arising from the submission of claims by LifeWatch to Medicare, TRICARE, the FEHBP, and the VA for heart monitoring services ordered by personnel associated with the accounts listed on Attachment A to this Settlement Agreement (the “Accounts”) during the period July 1, 2014 through December 31, 2020 that were billed using CPT 93229 instead of CPT code 93271.

The United States alleges that Defendants’ marketing and enrollment process for remote cardiac monitoring services resulted in Defendants knowingly submitting claims to federal health care programs for a higher level of service than physicians had ordered or that which was medically necessary. Specifically, the United States contends that, during the time period above, Defendants marketed LifeWatch’s ACT-3L device (also known as the LifeStar ACT-3L and the MCT-3L) to doctors as being capable of performing three different types of heart monitoring services: Holter, event monitoring, and telemetry. Of these, Holter provided the lowest rate of

reimbursement from federal healthcare programs, and telemetry provided the highest rate of reimbursement.

The United States contends that Defendants knew the design of LifeWatch Connect (the online enrollment portal for this device) caused unwitting clinical staff to select “MCT” (also known as the “ACT” service) or “Holter + MCT” (also known as the “ACT Ex” service), which would enroll the patient in the type of remote cardiac monitoring that provided the highest rate of reimbursement to LifeWatch, even when the doctor intended to order a less expensive service (either directly, in the case of the ACT service, or following a non-diagnostic Holter test, in the case of the ACT Ex service). The United States also contends that Defendants’ sales personnel instructed clinical staff associated with the Accounts to select the “MCT” or “Holter + MCT” option—even when Defendants knew the Account’s physicians intended to order event monitoring for many or all patients—and then provided and billed for telemetry services. Defendants also allegedly disregarded notes Account personnel included in their enrollments that specifically requested event monitoring and did not consistently comply with Accounts’ instructions about the appropriate handling of their enrollments, even after such issues were brought to Defendants’ attention.

The conduct discussed in this Paragraph D is referred to below as the “Covered Conduct.”

E. Defendants deny the United States’ allegations in Paragraph D.

F. This Settlement Agreement is neither an admission of liability by Defendants nor a concession by the United States or the Relators that their claims are not well-founded.

G. Relators claim entitlement under 31 U.S.C. § 3730(d) to shares of the proceeds of this Settlement Agreement and to Relators’ 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. Defendants shall pay to the United States fourteen million, seven hundred thirty-four thousand, six hundred and twenty-eight dollars (\$14,734,628) plus interest at a rate of 4.750% per annum from October 11, 2023 (“Settlement Amount”), of which seven million, three hundred sixty-seven thousand, three hundred and fourteen dollars (\$7,367,314) is restitution, no later than ten (10) days after the Effective Date of this Agreement by electronic funds transfer pursuant to written instructions to be provided by the Civil Division of the United States Department of Justice. Of the Settlement Amount, \$12,936,574 is attributable to ACT service enrollments for which DNJ Relator claims entitlement to a relator share, and \$1,798,054 is attributable to ACT Ex service enrollments for which EDPA Relator claims entitlement to a relator share.

2. Conditioned upon the United States receiving the Settlement Amount and as soon as feasible after receipt, the United States shall (a) pay two million, three hundred twenty-eight thousand, five hundred eighty-three dollars and thirty-two cents (\$2,328,583.32), plus a proportionate share of any interest paid by Defendants, to the DNJ Relator by electronic funds transfer (“DNJ Relator’s Share”), and (b) pay two hundred sixty-nine thousand, seven hundred eight dollars and ten cents (\$269,708.10), plus a proportionate share of any interest paid by Defendants, to the EDPA Relator by electronic funds transfer (“EDPA Relator’s Share”). These payments will be made by electronic funds transfer pursuant to instructions to be provided by Relators’ counsel. No other relator share payments shall be made by the United States with respect to the matters covered by this Agreement.

3. Subject to the exceptions in Paragraph 5 (concerning reserved claims) below, and upon the United States' receipt of the Settlement Amount due in paragraph 1, the United States releases Defendants from any civil or administrative monetary claim the United States has for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733; 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.

4. Subject to the exceptions in Paragraph 5 below, and upon the United States' receipt of the Settlement Amount, the DNJ Relator and the EDPA Relator, for themselves and for their heirs, successors, attorneys, agents, and assigns, fully and finally release Defendants and their current and former directors, officers, and employees from any civil monetary claims the Relators have asserted, could have asserted, or may assert in the future relating to any conduct that occurred on or before the Effective Date of this Agreement.

5. Notwithstanding the releases given in Paragraphs 3 and 4 of this Agreement, or any other term of this Agreement, the following claims and rights of the United States are specifically reserved and are not released:

- a. Any liability arising under Title 26, U.S. Code (Internal Revenue Code);
- b. Any criminal liability;
- c. Except as explicitly stated in this Agreement, any administrative liability or enforcement right, including mandatory or permissive exclusion from Federal health care programs;
- d. Any liability to the United States (or its agencies) for any conduct other than the Covered Conduct;
- e. Any liability based upon obligations created by this Agreement;
- f. Any liability of individuals;

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

6. DNJ Relator and EDPA Relator and their heirs, successors, attorneys, agents, and assigns shall not object to this Agreement but agree and confirm that this Agreement is fair, adequate, and reasonable under all the circumstances, pursuant to 31 U.S.C. § 3730(c)(2)(B) and that the attribution of the Settlement Amount to enrollments in LifeWatch's stand-alone ACT service and LifeWatch's sequential ACT Ex service are also fair, adequate, and reasonable under all the circumstances. Conditioned upon DNJ Relator's receipt of the DNJ Relator's Share, DNJ 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 and/or the Civil Actions. Conditioned upon EDPA Relator's receipt of the EDPA Relator's Share, EDPA Relator and their heirs, successors, attorneys, agents, and assigns fully and finally release, waive, and forever discharge the United States, its agencies, officers, agents, employees, and servants, from any claims arising from the filing of the 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 Actions.

7. Subject to the terms of a separate agreement relating to attorneys' fees and costs between DNJ Relator and Defendants, DNJ Relator, for himself, and for his heirs, successors, attorneys, agents, and assigns, fully and finally releases Defendants, and their current and former

officers, shareholders, owners, successors, assigns, agents, and employees, from any liability to DNJ Relator, including liability or claims that DNJ Relator has asserted, could have asserted, or may assert in the future arising from the filing of the Civil Action, and DNJ Relator's investigation and prosecution thereof, or under 31 U.S.C. § 3730(d) for expenses or attorneys' fees, costs, and expenses of any kind and however denominated, that DNJ Relator has asserted, could have asserted, or may assert in the future.

8. Subject to the terms of a separate agreement relating to attorneys' fees and costs between EDPA Relator and Defendants, EDPA Relator, for itself, and for its heirs, members, beneficial owners, successors, attorneys, agents, and assigns, fully and finally releases Defendants, and their current and former officers, shareholders, owners, successors, assigns, agents, and employees, from any liability to EDPA Relator, including liability or claims that EDPA Relator has asserted, could have asserted, or may assert in the future arising from the filing of the Civil Action, and EDPA Relator's investigation and prosecution thereof, or under 31 U.S.C. § 3730(d) for expenses or attorneys' fees, costs, and expenses of any kind and however denominated, that EDPA Relator has asserted, could have asserted, or may assert in the future.

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

10. Defendants fully and finally release the United States, its agencies, officers, agents, employees, and servants, from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that Defendants have asserted, could have asserted, or

may assert in the future against the United States, its agencies, officers, agents, employees, and servants, related to the Covered Conduct or the United States' investigation or prosecution thereof.

11. Defendants fully and finally release DNJ Relator from any civil monetary claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that Defendants have asserted, could have asserted, or may assert in the future against DNJ Relator relating to any conduct that occurred on or before the Effective Date of this Agreement.

12. Defendants fully and finally release EDPA Relator from any civil monetary claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that Defendants have asserted, could have asserted, or may assert in the future against EDPA Relator relating to any conduct that occurred on or before the Effective Date of this Agreement.

13. 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 carrier or payor, FEHBP carrier or payor, or VA related to the Covered Conduct; and Defendants agree not to resubmit to any Medicare contractor, TRICARE carrier or payor, FEHBP carrier or payor, or VA 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.

14. Defendants agree to the following:

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

- (1) the matters covered by this Agreement;
- (2) the United States' audit(s) and civil investigation(s) of the matters covered by this Agreement;
- (3) Defendants' investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and civil investigation(s) in connection with the matters covered by this Agreement (including attorneys' fees);
- (4) the negotiation and performance of this Agreement;
- (5) the payment Defendants make to the United States pursuant to this Agreement and any payments that Defendants may make to DNJ Relator or EDPA Relator, including costs and attorneys' fees

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

b. Future Treatment of Unallowable Costs: Unallowable Costs shall be separately determined and accounted for by Defendants, and Defendants shall not charge such Unallowable Costs directly or indirectly to any contracts with the United States or any State Medicaid program, or seek payment for such Unallowable Costs through any cost report, cost statement, information statement, or payment request submitted by Defendants or any of their subsidiaries or affiliates to the Medicare, Medicaid, TRICARE, or FEHBP Programs.

c. Treatment of Unallowable Costs Previously Submitted for Payment: Defendants further agree that within 90 days of the Effective Date of this Agreement they shall identify to applicable Medicare and TRICARE fiscal intermediaries, carriers, and/or contractors, and Medicaid and FEHBP fiscal agents, any Unallowable Costs (as defined in this paragraph)

included in payments previously sought from the United States, or any State Medicaid program, including, but not limited to, payments sought in any cost reports, cost statements, information reports, or payment requests already submitted by Defendants or any of their subsidiaries or affiliates, and shall request, and agree, that such cost reports, cost statements, information reports, or payment requests, even if already settled, be adjusted to account for the effect of the inclusion of the Unallowable Costs. Defendants agree that the United States, at a minimum, shall be entitled to recoup from Defendants any overpayment plus applicable interest and penalties as a result of the inclusion of such Unallowable Costs on previously-submitted cost reports, information reports, cost statements, or requests for payment.

Any payments due after the adjustments have been made shall be paid to the United States pursuant to the direction of the Department of Justice and/or the affected agencies. The United States reserves its rights to disagree with any calculations submitted by Defendants or any of their subsidiaries or affiliates on the effect of inclusion of Unallowable Costs (as defined in this paragraph) on Defendants or any of their subsidiaries or affiliates' cost reports, cost statements, or information reports.

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

15. 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 16 (waiver for beneficiaries paragraph), below.

16. Defendants agree that they waive and shall not seek payment for any of the health care billings covered by this Agreement from any health care beneficiaries or their parents,

sponsors, legally responsible individuals, or third party payors based upon the claims defined as Covered Conduct.

17. Upon receipt of the payments described in Paragraph 1 and in the separate agreements referenced in paragraphs 7 and 8, above, the United States and Relators shall promptly sign and file in the Civil Actions Notices of Dismissal of the Civil Actions pursuant to Rule 41(a)(1). Each Notice of Dismissal shall state that: (1) the action is being dismissed subject to the terms of the settlement agreement with the effective date of this agreement; (2) claims arising from the allegations described in the Covered Conduct are dismissed with prejudice as to the United States; (3) all other claims in the Civil Action against Defendants shall be dismissed without prejudice as to the United States; and (4) all claims in the Civil Action against Defendants shall be dismissed with prejudice as to the Relator. The Notice of Dismissal filed in the Civil Action pending in the District of New Jersey also shall state that the court retains jurisdiction over the parties to the extent necessary to enforce the terms and conditions of this agreement.

18. Except as otherwise provided herein and in the separate agreements referenced in paragraphs 7 and 8 above, each Party shall bear its own legal and other costs incurred in connection with this matter, including costs related to the preparation and performance of this Agreement.

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

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

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

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

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

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

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

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

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

28. This Agreement is effective on the date of signature of the last signatory to the Agreement (Effective Date of this Agreement). Facsimiles and electronic transmissions of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

[Signature Pages Follow]

**THE UNITED STATES OF AMERICA**

DATED: \_\_\_\_\_ BY: \_\_\_\_\_

**AMY KOSSAK** Digitally signed by AMY  
KOSSAK  
Date: 2023.12.06 15:23:27  
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Amy D. Kossak  
Senior Trial Attorney  
Jessica R. Sievert  
Trial Attorney  
Commercial Litigation Branch  
Civil Division  
United States Department of Justice

DATED: \_\_\_\_\_ BY: \_\_\_\_\_

Paul J. Kaufman  
Assistant United States Attorney  
District of New Jersey

JACQUELINE C. ROMERO  
U.S. Attorney  
Eastern District of Pennsylvania

\_\_\_\_\_  
Greg B. David  
Chief, Civil Division  
Eastern District of Pennsylvania

DATED: \_\_\_\_\_ BY: \_\_\_\_\_

Erin E. Lindgren  
Assistant United States Attorney  
Eastern District of Pennsylvania

DATED: \_\_\_\_\_ BY: \_\_\_\_\_

**LISA RE** Digitally signed by LISA RE  
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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: \_\_\_\_\_  
Amy D. Kossak  
Senior Trial Attorney  
Jessica R. Sievert  
Trial Attorney  
Commercial Litigation Branch  
Civil Division  
United States Department of Justice

DATED: 12/5/2023

BY:  \_\_\_\_\_  
Paul J. Kaufman  
Assistant United States Attorney  
District of New Jersey

JACQUELINE C. ROMERO  
U.S. Attorney  
Eastern District of Pennsylvania

\_\_\_\_\_  
Greg B. David  
Chief, Civil Division  
Eastern District of Pennsylvania

DATED: \_\_\_\_\_

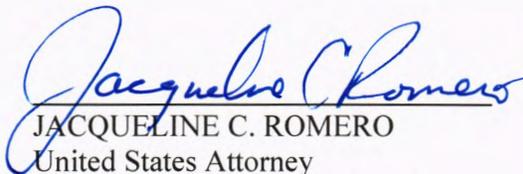
BY: \_\_\_\_\_  
Erin E. Lindgren  
Assistant United States Attorney  
Eastern District of Pennsylvania

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

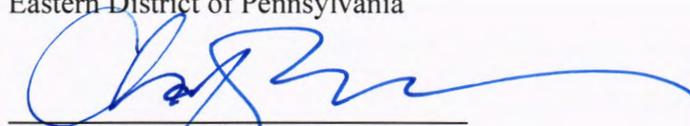
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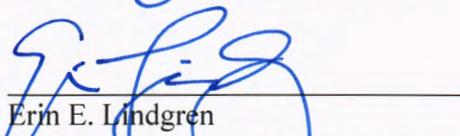
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\_\_\_\_\_  
JACQUELINE C. ROMERO

United States Attorney  
Eastern District of Pennsylvania

  
\_\_\_\_\_  
Gregory B. David  
Chief, Civil Division  
Eastern District of Pennsylvania

  
\_\_\_\_\_  
Charlene Keller Fullmer  
Deputy Chief, Affirmative Litigation  
Eastern District of Pennsylvania

  
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Erin E. Lindgren  
Assistant United States Attorney  
Eastern District of Pennsylvania

DATED: 12/03/2023

BY: BLEY.PAUL.NICHOLAS.1099873821  
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Date: 2023.12.03 10:41:37 -05'00'

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

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
EDWARD M. DEHARDE  
Deputy Associate Director of Federal Employee  
Insurance Operations,  
Healthcare and Insurance  
United States Office of Personnel Management

DATED: \_\_\_\_\_

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

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

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

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

**EDWARD**  
**DEHARDE**



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EDWARD DEHARDE  
Date: 2023.12.06  
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EDWARD M. DEHARDE  
Deputy Associate Director of Federal Employee  
Insurance Operations,  
Healthcare and Insurance  
United States Office of Personnel Management

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

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

DATED: \_\_\_\_\_

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

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
EDWARD M. DEHARDE  
Deputy Associate Director of Federal Employee  
Insurance Operations,  
Healthcare and Insurance  
United States Office of Personnel Management

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
**PAUL ST HILLAIRE** Digitally signed by PAUL ST HILLAIRE  
Date: 2023.12.06 09:48:26 -05'00'  
PAUL ST. HILLAIRE  
Assistant Inspector General  
for Legal & Legislative Affairs  
Office of the Inspector General  
United States Office of Personnel Management

**BIOTELEMETRY, INC. - DEFENDANT**

DATED: 12-05-2023

BY:   
\_\_\_\_\_  
STEFANO FOLLI  
Business Unit Leader, AM&D  
On behalf of BioTelemetry, Inc.

DATED: 12/5/2023

BY:   
\_\_\_\_\_  
NANCY BONIFANT HALSTEAD  
BENJAMIN I. KOPLIN  
R. JEFFREY LAYNE  
Counsel for BioTelemetry, Inc.

**LIFEWATCH SERVICES INC. - DEFENDANT**

DATED: 12-05-2023

BY:   
\_\_\_\_\_  
STEFANO FOLLI  
Business Unit Leader, AM&D  
On behalf of LifeWatch Services Inc.

DATED: 12/5/2023

BY:   
\_\_\_\_\_  
NANCY BONIFANT HALSTEAD  
BENJAMIN I. KOPLIN  
R. JEFFREY LAYNE  
Counsel for LifeWatch Services Inc.

**MICHAEL PELLETIER – DNJ RELATOR**

DATED: 12/2/2023 BY:   
MICHAEL PELLETIER

DATED: 12/2/2023 BY:   
LINDA C. SEVERIN  
Counsel for Michael Pelletier

**SFP I, LLC – EDPA RELATOR**

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
PAUL DAVIS  
Member

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
DR. CHARLES RICHARDSON  
Member

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
CHRIS RIEDEL  
Member

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
NIALL MCCARTHY  
SARVENAZ FAHIMI  
Counsel for SFP I, LLC

MICHAEL PELLETIER – DNJ RELATOR

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
MICHAEL PELLETIER

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
LINDA C. SEVERIN  
Counsel for Michael Pelletier

SFP I, LLC – EDPA RELATOR

DATED: 12-4-23

BY:   
\_\_\_\_\_  
PAUL DAVIS  
Member

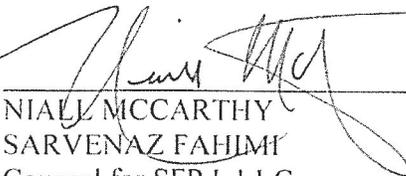
DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
DR. CHARLES RICHARDSON  
Member

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
CHRIS RIEDEL  
Member

DATED: 12/4/23

BY:   
\_\_\_\_\_  
NIALL MCCARTHY  
SARVENAZ FAHIMI  
Counsel for SFP I, LLC

**MICHAEL PELLETIER – DNJ RELATOR**

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
MICHAEL PELLETIER

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
LINDA C. SEVERIN  
Counsel for Michael Pelletier

**SFP I, LLC – EDPA RELATOR**

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
PAUL DAVIS  
Member

DATED: 12/5/2023

BY: Charles Richardson  
DR. CHARLES RICHARDSON  
Member

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
CHRIS RIEDEL  
Member

DATED: 12/4/23

BY:   
NIALL MCCARTHY  
SARVENAZ FAHIMI  
Counsel for SFP I, LLC

MICHAEL PELLETIER – DNJ RELATOR

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
MICHAEL PELLETIER

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
LINDA C. SEVERIN  
Counsel for Michael Pelletier

SFP I, LLC – EDPA RELATOR

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
PAUL DAVIS  
Member

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
DR. CHARLES RICHARDSON  
Member

DATED: 12-4-23 BY: C. Riedel  
CHRIS RIEDEL  
Member

DATED: 12/4/23 BY: Niall McCarthy  
NIALL MCCARTHY  
SARVENAZ FAHIMI  
Counsel for SFP I, LLC

**ATTACHMENT A**

NOTE: These account names do not reflect the actual and/or current names of treatment clinics or healthcare providers; rather, the account names reflect the names LifeWatch personnel assigned to the accounts in LifeWatch's enrollment systems.

ADVENTIST BOLINGBROOK HOSPITAL	BURGESS HOSPITAL
AIR FORCE ACADEMY	CARDIOLOGY &VASCULAR CLARKSTON
AMITA HEALTH ALEXIAN BROTHERS	CARDIOLOGY AND VASCULAR ASSOCI
AMITA HEALTH HEART & VASCULAR	CARDIOVASCULAR ASSOC-ELK GROVE
AMITA HEALTH HINSDALE HOSPITAL	CARDIOVASCULAR ASSOC-HOFF EST
AMITA HEALTH LAGRANGE MEMORIAL	CARDIOVASCULAR ASSOCIATES PC
AMITA HEALTH ST ALEXIUS MED CT	CARDIOVASCULAR CONS- ELITE
AURORA BAYCARE EP	CARILION CARDIOLOGY - MARTINSV
AURORA BURLINGTON	CARILION CLINIC MARTINSVILLE
AURORA CARDIOLOGY SUITE 440	CARILION CLINIC ROANOKE
AURORA CARDIOVASCULAR SERVICES	CARILION FRANKLIN MEMORIAL HOS
AURORA CLINIC-WEST BEND	CARILION GILES COMMUNITY HOSPI
AURORA FOND DU LAC	CARILION NRV MEDICAL CENTER
AURORA GERMANTOWN SOUTH	CARILION ROANOKE MEMORIAL
AURORA- GRAFTON MEDICAL OFFICE	CARING CARDIOLOGY MEDICAL GRP
AURORA GREEN BAY PEDIATRICS	CAROLINA CARDIOLOGY
AURORA HARTFORD	CAROLINA CARDIOLOGY - GARNER
AURORA HEALTH OSHKOSH	CAROLINA CARDIOLOGY - RALEIGH
AURORA HLTH CENTER-NEW BERLIN	CAROLINA CARDIOLOGY CONS GREER
AURORA KENOSHA	CAROLINA CARDIOLOGY CONSULTANT
AURORA LAKE GENEVA	CAROLINA CARDIOLOGY-BRIER CREE
AURORA LAKELAND	CCC - ASHEBORO
AURORA MILWAUKEE WEST	CCC - HIGH POINT
AURORA RACINE	CCC - LEXINGTON
AURORA SHEBOYGAN CARDIOLOGY	CCC - THOMASVILLE
AURORA SHEBOYGAN MEMORIAL HOSP	CCC - WINSTON SALEM
AURORA TWO RIVERS	CCC- GREENVILLE
AURORA WEST ALLIS	CCC_ GREER
AURORA WILKINSON MEDICAL CLINI	CCC_ SIMPSONVILLE
AURORA-GOOD HOPE	CCC_EASLEY
AURORA-MENOMONEE FALLS	CENTRAL DUPAGE HOSPITAL
AVERA MCKENNAN HOSPITAL	CHEROKEE REGIONAL MED CENTER
BAPTIST HOSPITAL	COLUMBUS VA MED CENTER
BAYCARE CLINIC CARDIOLOGY	CORTLAND REGIONAL MEDICAL CENT
BERKELEY CARDIOVASCULAR MED GR	CVA- NORTH
BETH ISRAEL DEACON HOSP PLYMOU	DELNOR HOSPITAL
BMC - CARDIOVASCULAR CENTER	EAU CLAIRE HEART INSTITUTE
BMG CLEARWATER	FAYETTE COUNTY MEMORIAL HOSPIT
BMG COUNTRYSIDE	FLOYD VALLEY HOSPITAL
BMG NORTH BAY	FRANCISCAN HEALTH CROWN POINT
BOLINGBROOK HOSPITAL	FRANCISCAN HEALTH LAFAYETTE EA
BOX BUTTE GENERAL HOSPITAL	FRANCISCAN PHYSICIAN HOSPITAL
BUENA VISTA REGIONAL - CVA	GULF BREEZE HOSPITAL

**ATTACHMENT A**

GUTHRIE CORTLAND MEDICAL CNTR  
HEART & RHYTHM SPECIALISTS  
HEART RHYTHM SPECIALISTS  
HORN MEMORIAL HOSPITAL  
INDIANA UNIV HEALTH BEDFORD  
IU HEALTH - METHODIST  
IU HEALTH LAPORTE HOSPITAL  
IU HEALTH-SAXONY  
IUHP CARDIOLOGY WEST  
JOHNS HOPKINS BAYVIEW MED CNT  
LGH MERRIMACK VALLEY CARDIOLOG  
LGH SAINTS CAMPUS  
LOGANSPORT MEMORIAL HOSPITAL  
LORING HOSPITAL  
LOWELL GENERAL HOSPITAL  
LUTHERAN HOSPITAL  
LUTHERAN MED GRP OF FT WAYNE  
MALCOLM GROW MEDICAL CENTER  
MELROSE WAKEFIELD HOSP  
MERCY HOSPITAL JEFFERSON  
MERCY HOSPITAL WASHINGTON SOUT  
MERCY MEDICAL CTR SIOUX CITY  
MERCY SULLIVAN  
MERCY SULLIVAN CLINIC  
MERCY SUNSET HILLS  
MERCY WASHINGTON HOSPITAL  
MI HEART AFPC CANTON  
MI HEART AFPC WOODLAND  
MICHIGAN HEART - ANN ARBOR  
MICHIGAN HEART - JACKSON  
MICHIGAN HEART-CANTON  
MICHIGAN HEART-LIVONIA  
MICHIGAN HEART-WOODLAND  
MMC EKG  
MV EKG  
NAVAL MEDICAL CENTER  
NMC EKG  
NORTHWESTERN MEDICAL FACULTY F  
NORTHWESTERN MEDICAL GRP/CLSMA  
NORTHWESTERN MEDICINE - GLEN  
NORTHWESTERN MEDICINE-GRAYS  
NORTHWESTERN MEDICINE-GRAYSLAK  
NORTHWESTERN MED-LAKE FOREST  
NOVANT HEALTH - ELKIN  
NOVANT HEALTH - KERNERSVILLE  
NOVANT HEALTH - WINSTON SALEM  
NOVANT HEALTH CLEMMONS

NOVANT HEALTH WS HEALTHCARE  
NW MEDICAL FACULTY FOUNDATION  
ORANGE CITY AREA HEALTH SYSTEM  
PARKVIEW PHYSICIANS GROUP CARD  
PAT AND JIM CALHOUN CARDIOLGY  
PLATTE VALLEY MEDICAL GROUP  
PROVIDENCE SPOKANE CARD - DOWN  
PROVIDENCE SPOKANE CARD -LEWIS  
PROVIDENCE SPOKANE CARD -NORTH  
PROVIDENCE SPOKANE CARD -VALLE  
PVC-RIVERBEND  
PVC-SPRINGFIELD  
PVC-STAFFORD  
SALINA REGIONAL HEALTH CENTER  
SIOUX CENTER HEALTH  
SL WOOD RIVER  
SLICA BHC  
SLICA JEFFERSON  
SLICA MERIDIAN  
SLICA NAMPA  
SOUTHERN AZ VA HEALTHCARE SYST  
SOUTHERN MAINE HC-BIDDEFORD  
SOUTHERN MAINE MC-SANFORD  
SPECIALTY PHYSICIANS OF ILLINO  
SSM HEART INSTITUTE CLAYTON  
SSM ST MARY'S HEALTH CTR  
ST ELIZABETH EAST HEART CTR  
ST MARYS HOSPITAL/GREEN BAY  
ST. JOHN MACOMB HOSPITAL  
THE HEART GROUP EVANSVILLE  
THE HRT GRP GATEWAY CARDIO I  
THE HRT GRP GATEWAY II EP  
TIPTON HOSPITAL  
UCLA ADULT CARDIOLOGY  
UCLA PORTER RANCH  
UCONN STORRS  
UMASS MEMORIAL HEALTHCARE  
UM-EP GROUP  
UMMC PREVENTIVE CARDIOLOGY  
UNION HOSPITAL  
UNITY POINT HEALTH-SIOUX CITY  
UNIVERSITY OF MICHIGAN/CVC  
VA ILLIANA HEALTH CARE SYSTEM  
VA LONG BEACH- CARDIOLOGY  
WEST FLORIDA CARDIOLOGY  
WILCOX MEMORIAL HOSPITAL  
WILLIAM S. MIDDLETON MEM VA