

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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UNITED STATES OF AMERICA and THE
STATE OF NEW YORK, *ex rel.* RAD CLAIM,
LLC,

Plaintiffs,

- against -

RADIATION THERAPIST ASSOCIATES,
P.C., et al.,

Defendants.

-----X

**STIPULATION AND ORDER
OF SETTLEMENT**

Civil Action No. 17-cv-6356

(Kuntz, J.)

IT IS HEREBY STIPULATED, AGREED AND ORDERED :

This Stipulation and Order of Settlement (this “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 of the Department of Health and Human Services (“OIG-HHS”) and the Department of Defense (“DoD”) (collectively, the “United States”), the State of New York (the “State”) by the Office of the Attorney General, through the Medicaid Fraud Control Unit (“MFCU”), The New York and Presbyterian Hospital (“NYPH”), as successor by merger to Defendant New York-Presbyterian/Brooklyn Methodist d/b/a NewYork-Presbyterian Brooklyn Methodist Hospital (“NYPBMH”), formerly known as The New York Methodist Hospital (“Methodist”), and Rad Claim, LLC (including Rad Claim LLC’s sole member) (the “Relator”) (hereafter collectively referred to as “the Parties”), through their authorized representatives.

RECITALS

A. Radiation Therapist Associates, P.C. (“RTA”) was a New York professional service corporation with a principal business address of 506 6th Street, Brooklyn, New York. Under an agreement, RTA operated the radiation oncology department located at Methodist from in or about November 2008 to in or about September 2016. RTA filed a certificate of dissolution with the New York Department of State Division of Corporations on December 14, 2018 and is no longer in existence.

B. Leading Edge Radiation Oncology Services, PLLC (“LEROS”) was a New York professional service limited liability company, with a principal business address of 8715 5th Avenue, Brooklyn, New York. LEROS was a freestanding radiation therapy center that provided radiation imaging and therapy services to patients. LEROS ceased operations in or around March

2020, and subsequently filed a certificate of dissolution with the New York Department of State Division of Corporations on January 28, 2022. LEROS is no longer in existence.

C. M-LEROS, LLC (“M-LEROS”) was a New York limited liability company, with a principal business address of 99-20 4th Avenue, #314, Brooklyn, New York. M-LEROS was a joint venture of LEROS and Methodist, which provided administrative services to LEROS. M-LEROS is no longer operational.

D. Methodist Hospital (“Methodist”), was a New York not-for-profit corporation with a principal business address of 506 6th Street, Brooklyn, New York. As of December 6, 2016, an affiliate of NYPH became the active parent of Methodist, and the name changed to NYPBMH, a defendant in the above-captioned action. As of October 1, 2022, NYPBMH merged into and operates as a campus of NYPH. NYPBMH is no longer in existence. For purposes of this Agreement, Methodist, NYPBMH, and NYPH are collectively referred to hereinafter as “NYPH.”

E. The entities identified in Recitals A through D are collectively referred to herein as “Defendants.”

F. Rad Claim LLC is a New York limited liability company headquartered on Long Island and formed for the purpose of commencing this lawsuit.

G. At times relevant to this Agreement, 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 Medicaid Program, 42 U.S.C. §§ 1396–1396w-6 (“Medicaid”); and the TRICARE Program, 10 U.S.C. §§ 1071–1110b (“TRICARE”).

H. On November 1, 2017, Relator filed a complaint in the above-captioned action (“the Complaint”) in the United States District Court for the Eastern District of New York pursuant to the *qui tam* provisions of the False Claims Act (“FCA”), 31 U.S.C. § 3729 *et seq.*, and the New

York False Claims Act, N.Y. State Fin. Law §§ 187–194. Relator alleged, among other things, that Defendants submitted claims to the Federal health care programs in Paragraph G for radiological physician services that were ineligible for reimbursement.

I. The United States and the State investigated Relator’s allegations and contend the following (hereafter referred to in this Agreement as the “Covered Conduct”). During the period of January 1, 2012, through February 28, 2018 (the “Relevant Period”), Defendants submitted or caused the submission of false claims to the Medicare, Medicaid and Medicaid Managed Care, and TRICARE programs, which claims were reimbursed to RTA and LEROS, for:

- (1) Review of images utilized in image guided radiation therapy treatments when such relevant images were not reviewed, or they were not timely reviewed, and therefore were not reasonable and necessary; and
- (2) Initial patient consult evaluation and management services that did not meet the criteria for the coding level billed.

J. Relator claims entitlement under 31 U.S.C. § 3730(d) and under the New York State Fin. Law § 190(6) to a share of the proceeds of this Agreement, and to Relator’s reasonable expenses, attorneys’ fees, and costs from NYPH, on behalf of the Defendants.

K. NYPH, on behalf of the Defendants and their principals and agents, wishes to resolve liability for the Covered Conduct, and in consideration of the mutual promises and obligations of this Settlement Agreement, the Parties agree and covenant as follows.

TERMS AND CONDITIONS

1. NYPH shall pay to the United States and the State of New York a total of eight hundred and one thousand dollars and zero cents (\$801,000.00) (the “Settlement Amount”), within forty-five (45) calendar days after the Effective Date of this Agreement, as follows:

- a. NYPH shall pay to the United States six hundred ninety-four thousand, nine hundred ninety-nine dollars, and seventy-one cents (\$694,999.71) (the “Federal Settlement Amount”), which includes the federal share of the Medicaid settlement damages in the amount of seventy thousand, six hundred sixty-six dollars and eighty-five cents (\$70,666.85), by electronic funds transfer pursuant to written instructions to be provided by the Office of the United States Attorney for the Eastern District of New York. Of the six hundred ninety-four thousand, nine hundred ninety-nine dollars, and seventy-one cents (\$694,999.71) paid to the United States, three hundred forty-five thousand, ninety-three dollars and eighty-two cents (\$345,093.82) is restitution to Federal health care programs.
- b. NYPH shall pay to the State of New York one hundred and six thousand dollars and twenty-nine cents (\$106,000.29) (the “State Settlement Amount”) by electronic funds transfer pursuant to written instructions to be provided by the MFCU. Of the one hundred and six thousand dollars and twenty-nine cents (\$106,000.29) paid to the State, fifty-two thousand, six hundred and thirty-three dollars and eighteen cents (\$52,633.18) is restitution.

2. Conditioned upon the United States receiving the Federal Settlement Amount from NYPH and as soon as feasible after receipt, the United States shall pay 17.5% of the Federal Settlement Amount, equal to one hundred twenty-one thousand, six hundred twenty-five dollars (\$121,625.00), to Relator by electronic funds transfer pursuant to written instructions to be provided by Relator (“the Federal Relator’s Share”).

3. Conditioned upon the State receiving the State Settlement Amount from NYPH and as soon as feasible after receipt, the State shall pay 17.5% of the State Settlement Amount, equal to eighteen thousand, five hundred fifty dollars and five cents (\$18,550.05), to Relator by electronic funds transfer pursuant to written instructions to be provided by Relator (“the State Relator’s Share”).

4. NYPH shall pay to Relator’s counsel one hundred-twenty five thousand, five hundred dollars and zero cents (\$125,500.00) in full and final satisfaction of any and all claims for reasonable attorneys’ fees, expenses and costs no later than forty-five (45) calendar days after the Effective Date of this Agreement by electronic funds transfer pursuant to written instructions provided by Relator.

5. Subject to the exceptions in Paragraph 7 (concerning reserved claims) below, and conditioned upon the full payment of the Federal Settlement Amount, the United States releases NYPH, together with its current and former parent corporations; direct and indirect subsidiaries; brother or sister corporations, and/or divisions; current and former corporate owners; current and former shareholder and/or member entities; current and former trustee entities; and the corporate successors and assigns of any of them from any civil monetary claim the United States has for the Covered Conduct under the FCA, 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.

6. Subject to the exceptions in Paragraph 7 (concerning reserved claims) below, and conditioned upon the full payment of the State Settlement Amount, the State of New York releases NYPH, together with its current and former parent corporations; direct and indirect subsidiaries; brother or sister corporations, and/or divisions; current and former corporate owners; current and

former shareholder and/or member entities; current and former trustee entities; and the corporate successors and assigns of any of them from any civil monetary claim the State has for the Covered Conduct under N.Y. State Fin. Law §§ 187–194; N.Y. Exec. Law § 63(12); N.Y. Exec. Law § 63-c; N.Y. Soc. Servs. Law § 145-b; or the common law theories of payment by mistake, unjust enrichment, and fraud.

7. Notwithstanding the releases given in Paragraphs 5 and 6 of this Agreement, or any other term of this Agreement, the following claims of the United States and the State are specifically reserved and are not released:

- a. Any liability arising under Title 26, U.S. Code (Internal Revenue Code);
- b. Any civil, criminal or administrative liability arising under New York State tax codes;
- c. Any criminal liability;
- d. Any liability of individuals;
- e. Except as explicitly stated in this Agreement, any administrative liability, including mandatory or permissive exclusion from Federal health care programs and/or the State's Medicaid Program;
- f. Any civil or administrative liability NYPH has or may have to the State or to individual consumers or State program payors under any statute, regulation or rule not expressly covered by the release in Paragraph 6 above, including but not limited to, any and all claims involving unfair and/or deceptive acts and practices and/or violations of consumer protection laws;

- g. Any liability which may be asserted by or on behalf of any payor or insurer paid by the State's Medicaid Program on a capitated basis, other than liability of NYPH to the State for the Covered Conduct;
- h. Any liability to the United States (or its agencies) for any conduct other than the Covered Conduct;
- i. Any liability to the State (or its agencies) for any conduct other than the Covered Conduct;
- j. Any liability based upon obligations created by this Agreement;
- k. Any liability for express or implied warranty claims or other claims for defective or deficient products or services, including quality of goods and services;
- l. Any liability for failure to deliver goods or services due; and
- m. Any liability for personal injury, patient abuse or neglect, or property damage, or for other consequential damages, arising from the Covered Conduct.

8. Relator, its heirs, successors, attorneys, agents, members, and assigns shall not object to this Agreement but agree and confirm that this Agreement is fair, adequate, and reasonable under all the circumstances and expressly waive the opportunity for a hearing or any objection to the Agreement pursuant to 31 U.S.C. § 3730(c)(2)(B) and N.Y. State Fin. Law § 190(5)(b)(ii).

9. Conditioned upon Relator's receipt of the Relator's share of the Federal Settlement Amounts, Relator and its heirs, successors, attorneys, agents, members, and assigns fully and finally release, waive, and forever discharge the United States and its agencies, officers, agents, employees, and servants, from any claims arising from the filing of the Complaint or, with respect to all

defendants named in the Complaint, Civil Action No. 17-cv-6356, and NYPH, 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, and from any claims to a share of the proceeds of the Settlement Amount and/or the Complaint.

10. Conditioned upon Relator's receipt of the Relator's share of the State Settlement Amount, Relator and its heirs, successors, attorneys, agents, members, and assigns fully and finally release, waive, and forever discharge the State, and its agencies, officers, agents, employees, and servants, from any claims arising from the filing of the Complaint or, with respect to all defendants named in the Complaint, Civil Action No. 17-cv-6356, and NYPH, any civil monetary claim the Relator has on behalf of the State for the Covered Conduct under N.Y. State Fin. Law §§ 187 *et seq.*, and from any claims to a share of the proceeds of the Settlement Amount and/or the Complaint.

11. Upon the full payment of the Settlement Amount and the payment described in Paragraph 4, Relator, for itself and for its heirs, successors, attorneys, agents, members, and assigns, releases NYPH and all defendants named in the Complaint and their current and former parent corporations; direct and indirect subsidiaries; brother or sister corporations, and/or divisions; current or former owners, shareholders and/or members; current and former trustees and/or directors; current and former officers, agents, and employees; and the corporate successors and assigns of any of them, from any claims arising from or under the filing of the Complaint, including any civil monetary claim the Relator has on behalf of the United States under the False Claims Act, 31 U.S.C. §§ 3729-3733, or on behalf of the State under State Fin. Law §§ 187 *et seq.* and from any and all rights, claims, expenses, debts, liabilities, demands, obligations, costs, damages, injuries, actions, and causes of action of every nature, whether known or unknown,

suspected or unsuspected, in law or in equity, that it had or has against NYPH and all defendants named in the Complaint, and Relator's investigation and prosecution thereof.

12. Upon the full payment of the amounts provided in Paragraph 4, Relator and Relator's Counsel, for themselves and for their heirs, executors, administrators, successors, agents, attorneys, members, and assigns, and acknowledging the adequacy of consideration, release NYPH and all defendants named in the Complaint, and their current and former parent corporations; direct and indirect subsidiaries; brother or sister corporations, and/or divisions; current or former owners, shareholders and/or members; current and former trustees and/or directors; current and former officers, agents, physicians, attorneys and employees; and their respective corporate predecessors, successors and assigns of any of them, from any claim for expenses, attorneys' fees and costs arising from the investigation and prosecution of the Complaint.

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

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

15. In consideration of the obligations of Relator as set forth in this Agreement, NYPH and its officers, agents, and employees, hereby fully, finally, and irrevocably release Relator and

its heirs, successors, attorneys, agents, and assigns from any and all rights, claims, expenses, debts, liabilities, demands, obligations, costs, damages, injuries, actions, and causes of action of every nature, whether known or unknown, suspected or unsuspected, in law or in equity, that it had, has, or may have, against Relator arising out of the Complaint, and Relator's investigation and prosecution thereof.

16. NYPH waives and shall not assert any defenses NYPH 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.

17. 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, or carrier) or state payor, including but not limited to the Medicaid Program, related to the Covered Conduct. NYPH agrees not to resubmit to any Medicare contractor or any state payor any previously denied claims related to the Covered Conduct, and agrees not to appeal any such denials of claims, and agrees to withdraw any such pending appeals.

18. NYPH agrees 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 and 1396-1396w-6; and the regulations and official program directives promulgated thereunder)

incurred by or on behalf of NYPBMH, its present or former officers, directors, employees, shareholders, and agents in connection with:

- (1) the matters covered by this Agreement;
- (2) the United States' and/or any State's audit(s) and civil or criminal investigation(s) of the matters covered by this Agreement;
- (3) NYPBMH's investigation, defense, and corrective actions undertaken in response to the United States' and/or any State's audit(s) and civil or criminal 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 payment NYPH makes to the United States and State pursuant to this Agreement, and any payment that NYPH may make to Relator, including costs and attorney's fees;

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

- b. Future Treatment of Unallowable Costs: Unallowable Costs shall be separately determined and accounted for, in nonreimbursable cost centers, by NYPH, and NYPH 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 NYPH or any of their subsidiaries or affiliates to the Medicare, Medicaid, TRICARE, or FEHBP Programs.

- c. Treatment of Unallowable Costs Previously Submitted for Payment: NYPH further agrees that within 90 days of the Effective Date of this Agreement it shall identify to applicable Medicare, Medicaid, 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 NYPBMH 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. NYPH agrees that the United States and/or the State, at a minimum, shall be entitled to recoup from NYPH 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.
- d. 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 and to the State. The United States and the State reserve their rights to disagree with any calculations submitted by NYPH or any of its subsidiaries or affiliates on the effect of inclusion of Unallowable

Costs (as defined in this Paragraph) on NYPH or any of its subsidiaries or affiliates' cost reports, cost statements, or information reports.

- e. Nothing in this Agreement shall constitute a waiver of the rights of the United States or the State to audit, examine, or re-examine the books and records of NYPH, or any of its subsidiaries or affiliates, to determine that no Unallowable Costs have been claimed in accordance with the provisions of this Paragraph.

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 explicitly provided for in this Agreement.

20. NYPH agrees that it 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.

21. Upon receipt of the payments described in Paragraphs 1, 2, and 3, above, the Parties shall promptly sign a joint stipulation of dismissal pursuant to Rule 41(a)(1). The joint stipulation of dismissal may be filed under seal or held by the United States and the State of New York to be filed at the time the case is unsealed. With respect to the Relator, the dismissal shall be with prejudice as to all allegations contained in the Complaint against all defendants named in the Complaint. With respect to the United States and the State of New York, the dismissal shall be: (A) with prejudice as to the Covered Conduct as to the Defendants, (B) without prejudice as to any other allegations contained in the Complaint as to the Defendants, and (C) without prejudice as to

the Covered Conduct and all other allegations contained in the Complaint as to all defendants named in the Complaint other than the Defendants.

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

23. The Parties shall each bear their own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement, except as otherwise expressly provided for in this Agreement.

24. This Agreement is governed by the laws of the United States. The Parties agree that the exclusive jurisdiction and venue for any dispute relating to this Agreement is the United States District Court for the Eastern District of New York.

25. 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.

26. This Agreement constitutes the complete agreement among the Parties, unless otherwise set forth in writing. This Agreement may not be amended except by written consent of the Parties. The undersigned counsel represents and warrants 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. Signatures delivered by facsimile transmission, or as .pdf attachments to emails, shall constitute acceptable, binding signatures for purposes of this Agreement.

28. All Parties consent to the United States' and the State's disclosure of this Agreement, and information about this Agreement, to the public. NYPH agrees not to take any

action or to make or permit to be made any public statement denying, directly or indirectly, any finding in this Agreement or creating the impression that this Agreement is without factual basis. Nothing in this Paragraph affects NYPH's (a) testimonial obligations or (b) right to take contrary legal or factual positions in defense of litigation or other proceedings to which the United States and the State are not parties.

29. Any failure by the United States or the State to insist upon the strict performance of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof, and the United States and the State, notwithstanding that failure, shall have the right thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

30. Any notices pursuant to this Agreement shall be in writing and shall, unless expressly provided otherwise herein, be emailed to the email address below, followed by postage prepaid mail to the address as follows:

IF TO THE ATTORNEY GENERAL and the STATE:

Chief, Civil Enforcement Division
Medicaid Fraud Control Unit
New York State Office of the Attorney General
28 Liberty Street, 13th Floor
New York, New York 10005
Telephone: (212) 517-5300
MFCUNotices@ag.ny.gov

IF TO THE UNITED STATES:

U.S. Attorney's Office, Eastern District of New York Attn: Chief, Civil Health Care Fraud
271-A Cadman Plaza East, 7th Floor
Brooklyn, New York 11201
c/o Matthew Silverman, Assistant U.S. Attorney
matthew.silverman@usdoj.gov
Telephone: 718-254-6409

IF TO NYPH:

General Counsel
Office of Legal Affairs & Risk Management
New York-Presbyterian Hospital
466 Lexington Avenue, 13th Floor, Box 36
New York, NY 10017

With a copy to:

Melissa Jampol, Esq.
Epstein Becker & Green, P.C.
875 Third Avenue, FL 21
New York, NY 10022

Carrie Valiant, Esq.
Epstein Becker & Green, P.C.
1227 25th St., N.W.
Washington, DC 20037

IF TO RELATOR:

Douglas M. Nadjari, Esq.
Ruskin Moscou Faltischek, P.C.
1425 RXR Plaza, East Tower
15th Floor
Uniondale, NY 11556

31. This Agreement is binding on NYPH and NYPH's successors, transferees, heirs, and assigns.

32. This Agreement is binding on Relator and its owners, members, shareholders, successors, transferees, heirs, attorneys, agents, members, and assigns.

33. The Effective Date of this Agreement is the date upon which it is signed by the Court.

SO ORDERED:

Brooklyn, New York

January 19, 2024

s/WFK

HONORABLE WILLIAM F. KUNTZ, II
United States District Judge, E.D.N.Y.

THE UNITED STATES OF AMERICA

Dated: Brooklyn, NY
January 17, 2024

BREON PEACE
United States Attorney
Eastern District of New York
271 Cadman Plaza East
Brooklyn, New York 11201

MATTHEW SILVERMAN
Digitally signed by
MATTHEW SILVERMAN
Date: 2024.01.17
10:13:45 -05'00'

By: Matthew Silverman
Assistant United States Attorney
(718) 254-6409
Matthew.Silverman@usdoj.gov

Dated: Washington, DC
January , 2024

SUSAN E. GILLIN

SUSAN GILLIN
Digitally signed by SUSAN
GILLIN
Date: 2024.01.16 08:52:20
-05'00'

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: Washington, DC
January 12, 2024

for SALVATORE M. MAIDA

BLEY.PAUL.NICHOLAS
Digitally signed by
BLEY.PAUL.NICHOLAS.1099873821
Date: 2024.01.12 10:41:45 -05'00'


General Counsel
Defense Health Agency
U.S. Department of Defense

THE STATE OF NEW YORK

Dated: New York, New York
January 10, 2024

LETITIA JAMES
New York Attorney General
Medicaid Fraud Control Unit
28 Liberty Street, 13th Floor
New York, New York 10005

By:



DIANA ELKIND
Special Assistant Attorney General
(212) 417-4171
Diana.Elkind@ag.ny.gov

THE NEW YORK AND PRESBYTERIAN HOSPITAL

DATED: New York, NY
January ____, 2024

EPSTEIN BECKER & GREEN
875 Third Avenue
New York, NY 10022

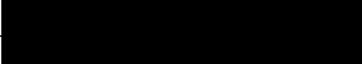
By: _____
Melissa L. Jampol, Esq.
Counsel for NYPH

1227 25th St., N.W.
Washington, DC 20037

By: _____
Carrie Valiant, Esq.
Counsel for NYPH

DATED: New York, NY
January 10, 2024

THE NEW YORK AND PRESBYTERIAN
HOSPITAL

By: _____

Steven J. Corwin, M.D.
President and Chief Executive Officer

THE NEW YORK AND PRESBYTERIAN HOSPITAL

DATED: New York, NY
January __10__, 2024

EPSTEIN BECKER & GREEN
875 Third Avenue
New York, NY 10022

By: 

Melissa L. Jampol, Esq.
Counsel for NYPH

1227 25th St., N.W.
Washington, DC 20037

By: 

Carrie Valiant, Esq.
Counsel for NYPH

DATED: New York, NY
January ____, 2024

THE NEW YORK AND PRESBYTERIAN
HOSPITAL

By: _____


Steven J. Corwin, M.D.
President and Chief Executive Officer

RELATOR RAD CLAIM, LLC

DATED: Uniondale, NY
1/9/, 2024

RUSKIN, MOSCOU, FALTICHEK,
P.C.
1425 RXR Plaza, East Tower
15th Floor
Uniondale, NY 11556

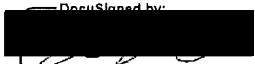
By:


Douglas M. Nadjari, Esq.
Attorney for Relator

DATED: New York, NY
1/9/2024, 2024

RAD CLAIM, LLC

By:


800ECC88DA324BA
Evangelia Katsoulakis, M.D.
Member
Rad Claim, LLC
Relator