

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into among the United States of America, acting through the United States Department of Justice and on behalf of the Office of Inspector General (“OIG-HHS”) of the Department of Health and Human Services (“HHS”) (collectively, the “United States”), Veni-Express, Inc. (“Veni-Express”), Myrna Steinbaum, and Sonny Steinbaum (collectively, “Defendants”), Relator Banisha Evans (“Relator Evans”), and Relator Richard Drummond (“Relator Drummond”) (hereinafter, Relator Evans and Relator Drummond are together referred to as “Relators,” and the United States, Defendants, and Relators Evans and Drummond are collectively referred to as “the Parties”), through their authorized representatives.

RECITALS

A. Veni-Express is a California corporation that provided mobile phlebotomy services in Arizona and California. Veni-Express is no longer operational.

B. Myrna Steinbaum is a resident of California and co-owner and Chief Executive Officer of Veni-Express.

C. Sonny Steinbaum is a resident of California and Chief Financial Officer of Veni-Express.

D. On July 26, 2018, Relator Evans filed a *qui tam* action in the United States District Court for the Eastern District of California captioned *United States ex rel. Banisha Evans v. PhlebXpress, et al.*, Civ. Action No. 18-cv-2038, pursuant to the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b) (the “Evans Action”). In her complaint, Relator Evans alleged that Defendants Veni-Express and Myrna Steinbaum knowingly billed Medicare for blood draws, or venipuncture, of homebound patients, and for associated travel mileage, even though Veni-Express actually performed only “finger-stick” tests to measure blood coagulation

time, for which neither the tests nor the associated travel mileage were reimbursable by Medicare. Relator Evans further alleged that these Defendants knowingly submitted claims for payment to Medicare that were induced by unlawful kickbacks paid by the Defendants to Altera Laboratories a/k/a Med2U Healthcare, LLC for the marketing of Veni-Express's services.

E. On July 21, 2020, Relator Drummond filed a *qui tam* action in the United States District Court for the Southern District of California captioned *United States ex rel. Richard Drummond v. Veni-Express, et al.*, Civ. Action No. 20-cv-1383 pursuant to the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b) (the “Drummond Action”) (hereinafter, the Evans Action and the Drummond Action are together referred to as the “Civil Actions”). In his complaint, Relator Drummond alleged that Defendants Veni-Express, Myrna Steinbaum, and Sonny Steinbaum knowingly billed Medicare for blood draws, or venipuncture, of homebound patients, and for associated travel mileage, even though Veni-Express actually performed only medically unnecessary tests to measure blood coagulation time, for which neither the tests nor the associated travel mileage were reimbursable by Medicare. Relator Drummond further alleged that Defendants billed Medicare for unnecessary travel mileage and/or mileage not actually traveled during these trips.

F. The United States intervened in part in the Evans Action with respect to the claims against Veni-Express and Myrna Steinbaum, and in the Drummond Action with respect to claims against Veni-Express, Myrna Steinbaum, and Sonny Steinbaum, on August 7, 2024.

G. 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”).

H. The United States contends that it has certain civil claims against Defendants arising from: (1) during the period from January 1, 2015 to December 31, 2019, their falsely

billing Medicare for venipuncture (blood draw) procedures that Defendants did not perform and for travel mileage for homebound patient visits that was not reimbursable by Medicare; and (2) their submitting claims for payment to Medicare that were the result of violations of the Federal Anti-Kickback Statute due to Defendants' payment of kickbacks to Altera Laboratories a/k/a Med2U Healthcare, LLC to induce Altera Laboratories a/k/a Med2U Healthcare, LLC to market Veni-Express's services to healthcare providers during the period from July 1, 2014 to June 30, 2015. That conduct is referred to below as the "Covered Conduct."

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

J. Relators claim entitlement under 31 U.S.C. § 3730(d) to a share 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. The following payments, hereinafter referred to as the "Settlement Amount," shall be paid by electronic funds transfer pursuant to written instructions to be provided by the Civil Division of the United States Department of Justice:

a. Defendant Veni-Express will pay the United States as follows:

- i. Initial Payment: On the effective date of this agreement, Defendant Veni-Express will make a payment to the United States in the amount of \$100,000 (One Hundred Thousand Dollars).
- ii. Proceeds from Sale of Properties: Veni-Express will pay to the United States fifty percent of the net proceeds of any future sale of any

company property, including but not limited to real property, vehicles, and software copyright assets. For purposes of payment to the United States, “net proceeds” shall equal the sales price minus any federal, state, and local taxes or fees, and real estate commissions, as well as the remaining balance of existing mortgages on such real property.

b. Defendants Myrna and Sonny Steinbaum will pay the United States as follows:

i. Myrna Steinbaum: On the Effective Date of this Agreement, Myrna Steinbaum will make a payment to the United States in the amount of \$25,000 (Twenty-Five Thousand Dollars).

ii. Sonny Steinbaum: On the Effective Date of this Agreement, Sonny Steinbaum will make a payment to the United States in the amount of \$10,000 (Ten Thousand Dollars).

c. Interest: The Defendants shall pay the United States interest on the Settlement Amount at the rate of 4.625% per annum from June 21, 2024 (“Interest”). Collectively, the Settlement Amount and Interest shall be referred to as the “Settlement Payments.”

d. Restitution: Settlement Amounts paid under this Paragraph 1 up to \$4,400,000 are restitution to the United States.

2. Subject to the exceptions in Paragraph 4 (concerning reserved claims) below, and subject to Paragraph 7 (concerning disclosure of assets), Paragraph 16 (concerning default), and Paragraph 17 (concerning bankruptcy) below, and upon the United States’ receipt of the Settlement Payments, 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.

3. Subject to the exceptions in Paragraph 4 (concerning reserved claims) below, and subject to Paragraph 7 (concerning disclosure of assets), Paragraph 16 (concerning default), and Paragraph 17 (concerning bankruptcy) below, and upon the United States' receipt of the Settlement Payments, Relators, for themselves and their heirs, successors, attorneys, agents, and assigns, release Defendants from any civil monetary claim the Relators have on behalf of the United States for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733.

4. Notwithstanding the releases given in Paragraphs 2 and 3 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 other than Myrna Steinbaum and Sonny Steinbaum;

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

5. Relators 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). In connection with this Agreement and the Civil Actions, Relators and their heirs, successors, attorneys, agents, and assigns agree that neither this Agreement, any intervention by the United States in the Civil Actions in order to dismiss the Civil Actions, nor any dismissal of the Civil Actions, shall waive or otherwise affect the ability of the United States to contend that provisions in the False Claims Act, including 31 U.S.C. §§ 3730(d)(3) and 3730(e), bar Relators from sharing in the proceeds of this Agreement. Moreover, the United States and Relators and their heirs, successors, attorneys, agents, and assigns agree that they each retain all of their rights pursuant to the False Claims Act on the issue of the share percentage, if any, that Relators should receive of any proceeds of the settlement of their claim(s), and that no agreements concerning Relator share have been reached to date.

6. Relators, for themselves, and for their heirs, successors, attorneys, agents, and assigns, release Defendants, as well as the officers, agents, and employees of Defendant Veni-Express, from any liability to Relators arising from the filing of the Civil Action, or under 31 U.S.C. § 3730(d) for expenses or attorneys' fees and costs.

7. Defendants have 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.

Defendants warrant 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 Defendants 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 Defendants’ 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 Defendants 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 \$20,000 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 Defendants’ previously undisclosed assets. Defendants agree not to contest any collection action undertaken by the United States pursuant to this provision, and agree that they 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, Defendants waive and agree not to plead, argue, or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel, or similar theories, to any civil or administrative claims that (a) are filed by the United States within 120 calendar days of written notification to Defendants that this Agreement has been rescinded, and (b) relate to the Covered Conduct, except to the extent these defenses were available on July 26, 2018.

8. 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.

9. 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.

10. Defendants fully and finally release the Relators 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 Relators, related to the Civil Action and the Relators' investigation and prosecution thereof.

11. The Settlement Amount shall not be decreased as a result of the denial of claims for payment now being withheld from payment by any Medicare contractor (e.g., Medicare Administrative Contractor, fiscal intermediary, carrier or any state payer) related to the Covered Conduct; and Defendants agree not to resubmit to any Medicare contractor or any state payer any previously denied claims related to the Covered Conduct, agree not to appeal any such denials of claims, and agree to withdraw any such pending appeals.

12. 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 and criminal 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 and criminal investigation(s) in connection with the matters covered by this Agreement (including attorneys' fees);
- (4) the negotiation and performance of this Agreement; and
- (5) the payments Defendants make to the United States pursuant to this Agreement and any payments that Defendants may make to Relators, including costs and attorneys' fees

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

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

subsidiaries or affiliates of Defendants 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 subsidiaries or affiliates of Defendants, 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 subsidiaries or affiliates of Defendants on the effect of inclusion of Unallowable Costs (as defined in this paragraph) on Defendants' 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.

13. Defendants agree to cooperate fully and truthfully with the United States' investigation of individuals and entities not released in this Agreement. Upon reasonable notice, Defendants shall encourage, and agree not to impair, the cooperation of their directors, officers, and employees, and shall use their best efforts to make available, and encourage, the cooperation of former directors, officers, and employees for interviews and testimony, consistent with the rights and privileges of such individuals. Defendants further agree to furnish to the United States, upon request, complete and unredacted copies of all non-privileged documents, reports, memoranda of interviews, and records in its possession, custody, or control concerning any investigation of the Covered Conduct that they have undertaken, or that has been performed by another on their behalf.

14. 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.

15. 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.

16. The Settlement Amount represents the amount the United States is willing to accept in compromise of its civil claims arising from the Covered Conduct due solely to Defendants' financial condition as reflected in the Financial Disclosures referenced in Paragraph 8.

a. In the event that Defendants fail to pay the Settlement Amount as provided in the payment schedule set forth in Paragraph 1 above, Defendants shall be in Default of Defendants' payment obligations ("Default"). The United States will provide a written Notice of

Default, and Defendants 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 Defendants, or to such other representative as Defendants shall designate in advance in writing. If Defendants fail 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 Amount shall become immediately due and payable, and interest on the remaining unpaid balance shall thereafter accrue at the rate of 12% per annum, compounded daily from the date of Default, on the remaining unpaid total (principal and interest balance).

b. In the event of Uncured Default, Defendants agree 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 Defendants for the claims that would otherwise be covered by the releases provided in Paragraphs 2 and 3 above with any recovery reduced by the amount of any payments previously made by Defendants 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 Defendants 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, Defendants agree

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, Defendants waive and agree 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 Defendants within 120 days of written notification that this Agreement has been rescinded, and (ii) relate to the Covered Conduct, except to the extent these defenses were available on the July 26, 2018. Defendants agree not to contest any offset, recoupment, and/or collection action undertaken by the United States pursuant to this paragraph, either administratively or in any state or federal court, except on the grounds of actual payment to the United States.

c. In the event of Uncured Default, OIG-HHS may exclude Defendants from participating in all Federal health care programs until Defendants pay the Settlement Amount, with interest, as set forth above (Exclusion for Default). OIG-HHS will provide written notice of any such exclusion to Defendants. Defendants waive any further notice of the exclusion under 42 U.S.C. § 1320a-7(b)(7), and agree 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, Defendants wish to apply for reinstatement, they must submit a written request for reinstatement to OIG-HHS in accordance with the provisions of 42 C.F.R. §§ 1001.3001-3005. Defendants 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.

17. In exchange for valuable consideration provided in this Agreement, Defendants acknowledge the following:

a. Defendants have reviewed their financial situations and warrant that they are solvent within the meaning of 11 U.S.C. §§ 547(b)(3) and 548(a)(1)(B)(ii)(I) and shall remain solvent following payment to the United States of the Settlement Payments.

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 Defendants, 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 Defendants were 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 Defendants' 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, a Defendant 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 such Defendant's debts, or to adjudicate a Defendant as bankrupt or insolvent; or seeking appointment of a receiver, trustee, custodian, or other similar official for a Defendant or for all or any substantial part of a Defendant's assets (collectively, a "Bankruptcy Proceeding"):

i. the United States may rescind the releases in this Agreement and bring any civil and/or administrative claim, action, or proceeding against Defendants for the claims that would otherwise be covered by the releases provided in Paragraph 2 above;

ii. the United States has an undisputed, noncontingent, and liquidated allowed claim against Defendants in the amount of \$13.2 million 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 Defendants, a receiver, trustee, custodian, or other similar official for Defendants;

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 Relators 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, Relators 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.

v. Defendants agree that any civil and/or administrative claim, action, or proceeding brought by the United States under Paragraph 17.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. Defendants 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). Defendants waive 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 Defendants

that the releases have been rescinded pursuant to this paragraph, except to the extent such defenses were available on the Effective Date of Agreement.

18. Upon receipt of all payments described in Paragraph 1, above, the United States and Relators shall promptly sign and file the following:

- a. Drummond Action: Relator Drummond and the United States shall promptly sign and file a Stipulation of Dismissal of the Drummond Action, except as to Relator Drummond's claim to a share of the Settlement Amount. Such dismissal shall be with prejudice to Relator Drummond as to the entire action, and with prejudice to the United States as to the Covered Conduct and otherwise without prejudice to the United States.
- b. Evans Action: Relator Evans and the United States shall promptly sign and file a Stipulation of Dismissal of Defendants Veni-Express and Myrna Steinbaum. Such dismissal shall be with prejudice to Relator Evans, and with prejudice to the United States as to the Covered Conduct and otherwise without prejudice to the United States.

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

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

21. 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 Eastern District of California. 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.

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

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

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

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


26. This Agreement is binding on Relators' 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 (the "Effective Date"). Facsimiles and electronic transmissions of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

THE UNITED STATES OF AMERICA

DATED: 8/7/2024

BY: 
GARY R. DYAL
Trial Attorney
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: 8/7/2024

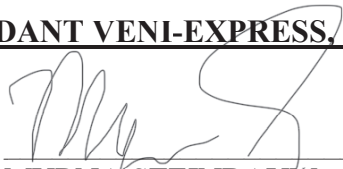
BY: 
COLLEEN M. KENNEDY
Assistant United States Attorney
U.S. Attorney's Office for the Eastern District of California
United States Department of Justice

DATED: 08/07/24

BY: **SUSAN GILLIN** Digitally signed by SUSAN GILLIN
Date: 2024.08.07 11:26:01 -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

DEFENDANT VENI-EXPRESS, INC.

DATED: 8/7/24

BY: 
MYRNA STEINBAUM
Chief Executive Officer, Veni-Express, Inc.

DATED: 8/7/24

BY: s/ Jeremy Warren
JEREMY WARREN
WARREN & BURSTEIN
Counsel for Veni-Express, Inc.

DEFENDANT MYRNA STEINBAUM

DATED: 8/7/24

BY: 
MYRNA STEINBAUM

DATED: 8/7/24

BY: s/ Jeremy Warren
JEREMY WARREN
WARREN & BURSTEIN
Counsel for Myrna Steinbaum

DEFENDANT SONNY STEINBAUM

DATED: 8/6/2024

BY: 
SONNY STEINBAUM

DATED: 8/7/24

BY: s/ Jeremy Warren
JEREMY WARREN
WARREN & BURSTEIN
Counsel for Sonny Steinbaum

RELATOR BANISHA EVANS

DATED: 08/06/2024

BY: 

BANISHA EVANS

DATED: 8/6/2024

BY: 

MARK SCHLEIN
WISNER BAUM
Counsel for Banisha Evans

RELATOR RICHARD DRUMMOND

DATED: 8/7/24

BY: Richard W. Drummond
RICHARD DRUMMOND

DATED: 8/7/24

BY: Mitchell Kreindler
MITCHELL R. KREINDLER
KREINDLER & ASSOCIATES
Counsel for Richard Drummond

DATED: _____

BY: Jonathan Kroner
JONATHAN KRONER *MRK*
JONATHAN KRONER LAW OFFICE
Counsel for Richard Drummond