

SETTLEMENT AGREEMENT

This Settlement Agreement (“Settlement 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”); the State of California, acting through the California Department of Justice’s Division of Medi-Cal Fraud and Elder Abuse and on behalf of the California Department of Health Care Services (collectively, “the State of California”); ReNew Health Group LLC, ReNew Health Consulting Services LLC, Crystal Solorzano, and Chaim Kolodny (collectively, “ReNew”); and Bay Area Whistleblower Partners (“Relator”) (hereafter collectively referred to as “the Parties”), through their authorized representatives.

RECITALS

A. At relevant times, ReNew Health Consulting Services LLC provided operations support and consulting services for nursing homes in California, and ReNew Health Group LLC and the affiliated and formerly affiliated companies listed in Exhibit A hereto owned interests in some of those nursing homes. Crystal Solorzano was the founder, owner, and chief executive officer of ReNew Health Group LLC and ReNew Health Consulting Services LLC. Chaim Kolodny was the chief operating officer of ReNew Health Consulting Services LLC.

B. On October 14, 2020, Relator filed a *qui tam* action in the United States District Court for the Central District of California, captioned *United States and State of California ex rel. Bay Area Whistleblower Partners v. ReNew Health Group LLC et al.*, pursuant to the *qui tam* provisions of the federal False Claims Act, 31 U.S.C. § 3730(b), and the California False Claims Act, Cal. Gov’t. Code § 12652(c) (“the Civil Action”). On January 20, 2022, Relator filed an amended *qui tam* complaint (“the *Qui Tam* Complaint”).

C. The United States and the State of California contend that ReNew and the affiliated and formerly affiliated companies listed in Exhibit A hereto 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”), and the Medicaid Program, 42 U.S.C. §§ 1396-1396w-5 (“Medicaid”).

D. The United States and the State of California contend that they have certain civil claims against ReNew and the affiliated and formerly affiliated companies listed in Exhibit A hereto arising from the following alleged conduct during the period from March 1, 2020, through June 31, 2022.

- Medicare Part A provides hospital insurance. Essentially, if a person who has Medicare Part A needs hospital care, the person can go to a hospital to receive that care, and the hospital can submit Medicare Part A claims on behalf of the person to get paid for providing that care.
- Medicare Part A also covers certain post-hospital care. Essentially, as relevant here, if a person who has Medicare Part A stays in a hospital for three days or longer and still needs a high level of care called “skilled care,” the person can move into a nursing home that qualifies as a skilled nursing facility (“SNF”) to receive that care, and the nursing home can submit Medicare Part A claims on behalf of the person to get paid for providing that care, for up to 100 days. Generally, nursing homes can get paid substantially more money on Medicare Part A claims than standard nursing home claims, and Medicare does not cover standard nursing home care.
- Early in the COVID-19 pandemic, the Centers for Medicare and Medicaid Services (“CMS”) took emergency measures to free up hospital beds. One of

these emergency measures was to temporarily waive the requirement that a person stay in a hospital first, before Medicare Part A would cover skilled care in a nursing home that qualified as a SNF. This meant that if a person who had Medicare Part A needed skilled care, the person could move directly into a nursing home that qualified as a SNF to receive that care – or if the person already lived in a nursing home that qualified as a SNF, the person could remain there and receive that care – and the nursing home could submit Medicare Part A claims on behalf of the person to get paid for providing that care. CMS also waived the 100-day limit on Medicare Part A coverage of such care, under certain circumstances. These waivers expired in May 2023.

- ReNew’s nursing homes qualified as SNFs. In March 2020, after learning of CMS’s waivers, Crystal Solorzano, Chaim Kolodny, and other ReNew leadership personnel incorrectly reasoned that many long-term residents of their nursing homes needed skilled care, based on the possibility that the residents could get COVID-19, and thus ReNew and the affiliated and formerly affiliated companies listed in Exhibit A hereto could submit Medicare Part A claims for them, and get paid substantially more money than they would get paid on standard nursing home claims.
- This incorrect reasoning was disseminated within ReNew and the affiliated and formerly affiliated companies listed in Exhibit A hereto, and led some operations personnel at ReNew and the affiliated and formerly affiliated companies listed in Exhibit A hereto to adopt a practice whereby, when one person in a nursing home tested positive for COVID-19 (resident or staff), ReNew and the affiliated and formerly affiliated companies listed in Exhibit A

hereto submitted Medicare Part A claims for other residents of the nursing home who had been near the COVID-positive person, on the rationale that these residents needed skilled care based on exposure. Typically, the services that ReNew and the affiliated and formerly affiliated companies listed in Exhibit A hereto provided for these residents consisted of frequent vital-sign checks.

- Many of these Medicare Part A claims were false and fraudulent, because the claims represented that the residents needed skilled care, when in fact the residents did not need skilled care. Generally, residents who did not have COVID-19, did not have any symptoms indicative of COVID-19, and did not have any other acute illnesses or injuries, did not need skilled care based on having been near a COVID-positive person. And generally, performing frequent vital-sign checks of nursing home residents who did not have acute illnesses or injuries did not rise to the level of skilled care. The Code of Federal Regulations and the Medicare Benefit Policy Manual provide examples of when observation and assessment constitute skilled care, and they largely involve personalized monitoring following actual, severe illnesses or injuries such as heart attacks, hip surgeries, and pneumonia, not vital-sign checks based on possible illnesses or injuries.
- ReNew and the affiliated and formerly affiliated companies listed in Exhibit A hereto knew or should have known that their reasoning was incorrect. ReNew and the affiliated and formerly affiliated companies listed in Exhibit A hereto did not apply guidance from CMS and others that cast doubt on their reasoning. ReNew saw its Medicare revenue increase markedly, even though

CMS had said the waivers were intended to be revenue-neutral. And ReNew failed to preserve key communications about its reasoning for production to the government in this matter.

- The false and fraudulent Medicare Part A claims at issue resulted in false and fraudulent Medicaid claims, to the extent that Medicaid provided coinsurance on some of the Medicare Part A claims.

That conduct is referred to below as “the Covered Conduct.”

E. This Settlement Agreement is neither an admission of liability by ReNew or the affiliated and formerly affiliated companies listed in Exhibit A hereto, nor a concession by the United States or the State of California that their claims are not well-founded.

F. Relator claims entitlement under 31 U.S.C. § 3730(d) and Cal. Gov’t. Code § 12652(g) to a share of the proceeds of this Settlement Agreement and to Relator’s reasonable expenses, attorneys’ fees, and costs.

To avoid the delay, uncertainty, inconvenience, and expense of protracted litigation of the above claims, and in consideration of the mutual promises and obligations of this Settlement Agreement, the Parties agree and covenant as follows:

TERMS AND CONDITIONS

1. ReNew shall pay to the United States \$7,084,000 (“Settlement Amount”), of which \$3,220,000 is restitution, according to the following schedule:
 - a. \$2,500,000, plus interest accruing at 3.875% per annum, within 90 days of the Effective Date of This Settlement Agreement (defined below), and
 - b. \$4,584,000, plus interest accruing at 3.875% per annum, within 365 days of the Effective Date of This Settlement Agreement.

These payments shall be made by electronic funds transfers pursuant to written instructions to be provided by the United States Department of Justice, Civil Division. Of the \$3,220,000 in restitution, \$3,109,876 is federal restitution and \$110,124 is state restitution.

2. Conditioned upon the United States receiving the Settlement Amount payments prescribed in Paragraph 1 (plus interest due under Paragraph 1), the United States agrees that it shall pay to the State of California 2.84 percent of each such payment as soon as feasible after receipt of the payment.

3. Conditioned upon the United States receiving the Settlement Amount payments prescribed in Paragraph 1 (plus interest due under Paragraph 1), the United States agrees that it shall pay to Relator 17 percent of each such payment (“Relator’s Share”) as soon as feasible after receipt of the payment. These payments to Relator shall fully satisfy the United States’ and the State of California’s respective Relator’s Share obligations.

4. Subject to the exceptions in Paragraph 7 (concerning reserved claims) below, and subject to Paragraph 15 (concerning default) and Paragraph 16 (concerning bankruptcy) below, and upon the United States’ receipt of the Settlement Amount (plus interest due under Paragraph 1), the United States and the State of California release ReNew and the affiliated and formerly affiliated companies listed in Exhibit A hereto from any civil or administrative monetary claim they have for the Covered Conduct under the federal 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; the California False Claims Act, Cal. Gov’t. Code §§ 12650-12656; or the common law theories of payment by mistake, unjust enrichment, and fraud.

5. Subject to the exceptions in Paragraph 7 (concerning reserved claims) below, and subject to Paragraph 15 (concerning default) and Paragraph 16 (concerning bankruptcy) below, and upon the United States’ receipt of the Settlement Amount (plus interest due under Paragraph

1), Relator, for itself and its heirs, successors, attorneys, agents, and assigns, releases ReNew and the affiliated and formerly affiliated companies listed in Exhibit A hereto from any civil monetary claim the Relator has on behalf of the United States or the State of California for the Covered Conduct or any other conduct alleged in the Civil Action or the *Qui Tam* Complaint. (Relator does not release ReNew or the affiliated and formerly affiliated companies listed in Exhibit A hereto from any claims Relator has for expenses, attorneys' fees, or costs.)

6. In consideration of the obligations of ReNew in this Settlement Agreement and the Corporate Integrity Agreement (“CIA”) entered into between OIG-HHS and ReNew, and upon the United States’ receipt of full payment of the Settlement Amount (plus interest due under Paragraph 1), the OIG-HHS shall release and refrain from instituting, directing, or maintaining any administrative action seeking exclusion from Medicare, Medicaid, and other federal health care programs (as defined in 42 U.S.C. § 1320a-7b(f)) against ReNew or the affiliated and formerly affiliated companies listed in Exhibit A hereto under 42 U.S.C. § 1320a-7a (Civil Monetary Penalties Law) or 42 U.S.C. § 1320a-7(b)(7) (permissive exclusion for fraud, kickbacks, and other prohibited activities) for the Covered Conduct, except as reserved in this paragraph and in Paragraph 7 (concerning reserved claims), below. The OIG-HHS expressly reserves all rights to comply with any statutory obligations to exclude ReNew or the affiliated and formerly affiliated companies listed in Exhibit A hereto from Medicare, Medicaid, and other federal health care programs under 42 U.S.C. § 1320a-7(a) (“mandatory exclusion”) based upon the Covered Conduct. Nothing in this paragraph precludes the OIG-HHS from taking action against entities or persons, or for conduct and practices, for which claims have been reserved in Paragraph 7, below.

7. Notwithstanding the releases given in Paragraphs 4-6 of this Settlement Agreement, or any other term of this Settlement Agreement, the following claims and rights of the United States and the State of California 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 Settlement 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 the State of California (or their agencies) for any conduct other than the Covered Conduct;
 - e. Any liability to the United States or the State of California (or their agencies) of any entities or individuals other than ReNew and the affiliated and formerly affiliated companies listed in Exhibit A hereto; and
 - f. Any liability based upon obligations created by this Settlement Agreement.
8. Relator and its heirs, successors, attorneys, agents, and assigns shall not object to this Settlement Agreement but agree and confirm that this Settlement Agreement is fair, adequate, and reasonable under all the circumstances, pursuant to 31 U.S.C. § 3730(c)(2)(B). Conditioned upon Relator's receipt of the Relator's Share, remittance of which shall be the obligation of the United States, Relator and its heirs, successors, attorneys, agents, and assigns fully and finally release, waive, and forever discharge the United States and the State of California, their 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 Settlement Agreement and/or the Civil Action.

9. ReNew waives and shall not assert any defenses ReNew 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 Settlement Agreement bars a remedy sought in such criminal prosecution or administrative action.

10. ReNew fully and finally releases the United States and the State of California, their agencies, officers, agents, employees, and servants, from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that ReNew has asserted, could have asserted, or may assert in the future against the United States or the State of California, their agencies, officers, agents, employees, and servants, related to the investigation and prosecution of the Covered Conduct or the Civil Action.

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 or Medicaid contractor (*e.g.*, Medicare Administrative Contractor, fiscal intermediary, carrier, or any state payer) related to the Covered Conduct; and ReNew agrees not to resubmit any previously denied claims related to the Covered Conduct, agrees not to appeal any such denials of claims, and agrees to withdraw any such pending appeals.

12. ReNew 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. §§ 1395-1395lll and 1396-1396w-5; and the regulations and official program directives promulgated thereunder) incurred by or on behalf of ReNew, its present or former

officers, directors, employees, shareholders, and agents in connection with:

- i. the litigation and negotiation of the matters covered by this Settlement Agreement;
- ii. the United States' and the State of California's audit(s) and civil investigation(s) of the matters covered by this Settlement Agreement;
- iii. ReNew's investigation, defense, and corrective actions undertaken in response to the United States' and the State of California's audit(s) and civil investigation(s) in connection with the matters covered by this Settlement Agreement (including attorneys' fees);
- iv. the negotiation and performance of this Settlement Agreement; and
- v. the payments ReNew makes to the United States pursuant to this Settlement Agreement;

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 ReNew, and ReNew 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 ReNew or any of

its subsidiaries or affiliates to the Medicare, Medicaid, TRICARE, or FEHBP Programs.

c. Treatment of Unallowable Costs Previously Submitted for Payment:

ReNew further agrees that within 90 days of the Effective Date of this Settlement Agreement it 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 ReNew 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. ReNew agrees that the United States, at a minimum, shall be entitled to recoup from ReNew 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 ReNew or any of its subsidiaries or affiliates on the effect of inclusion of Unallowable Costs

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

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

13. This Settlement 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 as expressly provided by the releases given in Paragraphs 4-6 of this Settlement Agreement, and as provided for in Paragraph 14 (waiver for beneficiaries paragraph), below.

14. ReNew agrees that it waives and shall not seek payment for any of the health care billings covered by this Settlement 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.

15. This Settlement Agreement allows ReNew to make payments within 365 days.
 - a. In the event that ReNew fails to pay the Settlement Amount as provided in the payment schedule set forth in Paragraph 1, above, ReNew shall be in Default of its payment obligations ("Default"). The United States will provide a written Notice of Default, and ReNew shall have an opportunity to cure such Default within ten business 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 attorney Benjamin N. Gluck, Crystal Solorzano, Chaim Kolodny, or

such other representative as ReNew shall designate from time to time in writing. If ReNew fails to cure the Default within ten business 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, ReNew agrees that the United States, at its sole discretion, may (i) retain any payments previously made, rescind this Settlement Agreement and pursue the Civil Action or bring any civil and/or administrative claim, action, or proceeding against ReNew for the claims that would otherwise be covered by the releases provided in Paragraphs 4-6 above, with any recovery reduced by the amount of any payments previously made by ReNew to the United States under this Settlement Agreement; (ii) take any action to enforce this Settlement Agreement in a new action, or by reinstating the Civil Action; (iii) offset the remaining unpaid balance from any amounts due and owing to ReNew 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 Settlement Agreement, or recognizable at common law or in equity. The United States and the State of California and the Relator shall be entitled to any

other rights granted by law or in equity by reason of Default, including without limitation to pursue the claims in the Civil Action, and/or referral of this matter for private collection. In the event the United States pursues a collection action, ReNew agrees immediately to pay the United States the greater of (i) a ten-percent (10%) surcharge of the amount collected, as allowed by 28 U.S.C. § 3011(a), or (ii) the United States' reasonable attorneys' fees and expenses incurred in such an action. In the event that the United States opts to rescind this Settlement Agreement pursuant to this paragraph, ReNew waives and agrees not to plead, argue, or otherwise raise any defenses of statute of limitations, laches, estoppel or similar theories, to any civil or administrative claims that are (i) filed by the United States against ReNew within 120 days of written notification that this Settlement Agreement has been rescinded, and (ii) relate to the Covered Conduct, except to the extent these defenses were available on January 12, 2024. ReNew agrees not to contest any offset, recoupment, and/or collection action undertaken by the United States pursuant to this paragraph, either administratively or in any state or federal court, except on the grounds of actual payment to the United States.

- c. In the event of Uncured Default, OIG-HHS may exclude ReNew from participating in all federal health care programs until ReNew pays the Settlement Amount, with interest, as set forth above ("Exclusion for Default"). OIG-HHS will provide written notice of any such exclusion to attorney Benjamin N. Gluck, Crystal Solorzano, Chaim Kolodny, or such other representative as ReNew shall designate from time to time in

writing. ReNew waives any further notice of the exclusion under 42 U.S.C. § 1320a-7(b)(7), and agrees not to contest such exclusion either administratively or in any state or federal court. Reinstatement to program participation is not automatic. If at the end of the period of exclusion, ReNew wishes to apply for reinstatement, it must submit a written request for reinstatement to OIG-HHS in accordance with the provisions of 42 C.F.R. §§ 1001.3001-.3005. ReNew 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 Settlement Agreement or otherwise available.

16. In exchange for valuable consideration provided in this Settlement Agreement, the Parties acknowledge the following:

- a. ReNew has reviewed its financial situation and warrants that it is solvent within the meaning of 11 U.S.C. §§ 547(b)(3) and 548(a)(1)(B)(ii)(I) and shall remain solvent following payment to the United States of the Settlement Amount.
- b. In evaluating whether to execute this Settlement Agreement, the Parties intend that the mutual promises, covenants, and obligations set forth herein constitute a contemporaneous exchange for new value given to ReNew, 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 ReNew was or became indebted to on or after the date of any transfer contemplated in this Settlement Agreement, within the meaning of 11 U.S.C. § 548(a)(1).
- e. If any of ReNew's payments or obligations under this Settlement 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, ReNew 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 ReNew's debts, or to adjudicate ReNew as bankrupt or insolvent; or seeking appointment of a receiver, trustee, custodian, or other similar official for ReNew or for all or any substantial part of ReNew's assets:
 - i. the United States and the State of California and the Relator may rescind the releases in this Settlement Agreement and bring any civil and/or administrative claim, action, or proceeding for the claims that would otherwise be covered by the releases provided in Paragraphs 4-6, above;
 - ii. the United States and the State of California, collectively, have an undisputed, noncontingent, and liquidated allowed claim against

ReNew in the amount of \$62,182,432.08 less any payments received pursuant to Paragraph 1 of this Settlement Agreement, provided, however, that such payments are not otherwise avoided and recovered from the United States or the State of California by ReNew, a receiver, trustee, custodian, or other similar official for ReNew;

- iii. if any payments are avoided and recovered by a receiver, trustee, creditor, custodian, or similar official, the United States and the State of California shall not be responsible for the return of any amounts already paid by the United States to the Relator; and
- iv. if, notwithstanding subparagraph (iii), any amounts already paid by the United States to the Relator pursuant to Paragraph 2 are recovered from the United States in an action or proceeding filed by a receiver, trustee, creditor, custodian, or similar official in or in connection with a bankruptcy case that is filed within two years of the Effective Date of this Settlement Agreement or of any payment made under Paragraph 1 of this Settlement Agreement, Relator shall, within thirty days of written notice from the United States to the undersigned Relator's counsel, return to the United States all amounts recovered from the United States.

- f. ReNew agrees that any civil and/or administrative claim, action, or proceeding brought by the United States or the State of California under Paragraph 24.e is not subject to an "automatic stay" pursuant to 11 U.S.C. § 362(a) because it would be an exercise of the United States' or the State

of California's police and regulatory power. ReNew shall not argue or otherwise contend that the United States' or the State of California's 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). ReNew waives and shall not plead, argue, or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel, or similar theories, to any such civil or administrative claim, action, or proceeding brought by the United States within 120 days of written notification to ReNew that the releases have been rescinded pursuant to this paragraph, except to the extent such defenses were available on January 12, 2023.

17. Upon the United States' receipt of the first payment described in Paragraph 1, above, the Parties shall promptly sign and file in the Civil Action a Joint Stipulation of Dismissal of the Civil Action pursuant to Rule 41(a)(1). The stipulation shall state that dismissal will be with prejudice upon full satisfaction of all payment obligations set forth in this Settlement Agreement.

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

19. This Settlement Agreement is governed by the laws of the United States. The exclusive venue for any dispute relating to this Settlement Agreement is the United States District Court for the Central District of California. For purposes of construing this Settlement Agreement, this Settlement Agreement shall be deemed to have been drafted by all Parties to this

Settlement Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

20. This Settlement Agreement constitutes the complete agreement between the Parties. This Settlement Agreement may not be amended except by written consent of the Parties. Forbearance by the United States or the State of California from pursuing any remedy or relief available to them under this Settlement Agreement shall not constitute a waiver of rights under this Settlement Agreement.

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

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

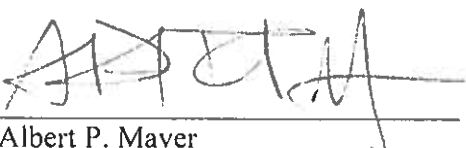
23. This Settlement Agreement is binding on ReNew's successors, transferees, heirs, and assigns, and on Relator's successors, transferees, heirs, and assigns.

24. All Parties consent to the disclosure of this Settlement Agreement, and information about this Settlement Agreement, to the public.

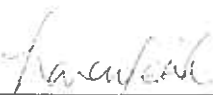
25. This Settlement Agreement is effective on the date of signature of the last signatory to the Settlement Agreement ("Effective Date of this Settlement Agreement"). Facsimiles and electronic transmissions of signatures shall constitute acceptable, binding signatures for purposes of this Settlement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

THE UNITED STATES OF AMERICA

DATED: 3 28 24

BY: 
Albert P. Mayer
Trial Attorney
Commercial Litigation Branch, Civil Division
United States Department of Justice

DATED: 3 28 24

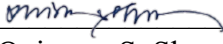
BY: 
Karen Y. Paik
Assistant United States Attorney
Central District of California

DATED: _____

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

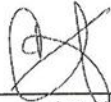
THE STATE OF CALIFORNIA

DATED: March 20, 2024


BY:  _____
Quisteen S. Shum
Supervising Deputy Attorney General
Division of Medi-Cal Fraud and Elder Abuse
California Department of Justice

RENEW HEALTH GROUP LLC

DATED: 3/20/2024

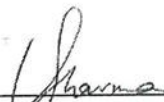
BY: 
Crystal Solorzano for ReNew Health Group LLC

DATED: 3/27/24


BY: 
Benjamin N. Gluck
Counsel for ReNew Health Group LLC

RENEW HEALTH CONSULTING SERVICES LLC

DATED: 3/20/2024


BY: 
Vatsala Sharma for ReNew Health Consulting Servs. LLC

DATED: 3/27/24

BY: 
Benjamin N. Gluck
Counsel for ReNew Health Consulting Servs. LLC

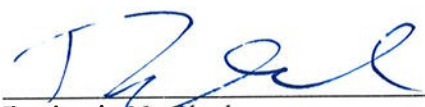
CRYSTAL SOLORZANO

DATED: 3/20/24

BY: 

Crystal Solorzano

DATED: 3/27/24

BY: 

Benjamin N. Gluck
Counsel for Crystal Solorzano

CHAIM KOLODNY

DATED: _____

BY: _____
Chaim Kolodny

DATED: _____

BY: _____
Vicki I. Podberesky
Counsel for Chaim Kolodny

CRYSTAL SOLORZANO

DATED: _____


BY: _____
Crystal Solorzano

DATED: _____

BY: _____
Benjamin N. Gluck
Counsel for Crystal Solorzano

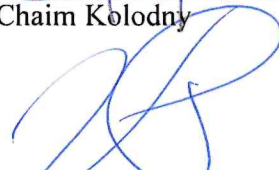
CHAIM KOLODNY

DATED: 03/21/2024

BY: 

Chaim Kolodny


DATED: 3-27-24

BY: 

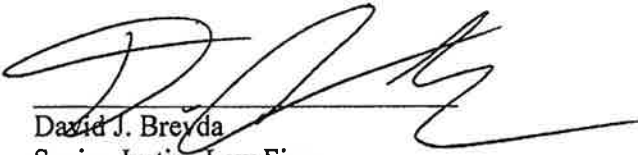
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