

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”); Oroville Hospital; and Cecilia Guardiola (“Guardiola”) and Craig Fisher (“Fisher”) (collectively, “Relators”), hereafter collectively referred to as “the Parties,” through their authorized representatives.

RECITALS

A. Oroville Hospital is a private, nonprofit entity based in Oroville, California that serves as an acute care hospital.

B. On August 4, 2020, Guardiola filed an action in the United States District Court for the Eastern District of California captioned *United States and State of California ex rel. Cecilia Guardiola*, 2:20-CV-1558, pursuant to the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b) (the “Guardiola Action”).

C. On October 17, 2022, Fisher filed an action in the United States District Court for the Eastern District of California captioned *United States and State of California ex rel. Craig Fisher*, 2:22-CV-1829, pursuant to the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b) (the “Fisher Action”).

D. The Guardiola Action and Fisher Action will be referred to collectively as the “Civil Actions.”

E. The United States contends that Oroville Hospital 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 California’s Medicaid Program, 42 U.S.C. §§ 1396-1396w-5 (“Medi-Cal”).

F. Oroville Hospital has entered into or will be entering into a separate settlement agreement with the State of California that includes, but is not necessarily limited to, the settlement of the covered conduct described in Subparagraphs G(i)-G(iii) below. Oroville Hospital has agreed to pay the sum of Seven Hundred Thirty One Thousand and Forty Five Dollars and Fifty Nine Cents (\$731,045.59) to the State of California.

G. The United States contends that it has certain civil claims against Oroville Hospital arising from the conduct described in the following paragraphs.

- i. Between January 1, 2013 and July 1, 2023, Oroville Hospital knowingly submitted to Medicare and Medi-Cal claims that included false diagnosis codes for systemic inflammatory response syndrome (“SIRS”) (ICD-10 R65.10, ICD-9 995.90) as a secondary diagnosis, thereby resulting in an excessive level of reimbursement from those government payors.
- ii. Between January 1, 2014 and July 1, 2023, Oroville Hospital knowingly (a) admitted certain patients for whom inpatient care was not medically reasonable or necessary, and (b) submitted to Medicare and Medi-Cal claims for reimbursement for such patients’ inpatient care.
- iii. Between January 1, 2014 and July 1, 2023, Oroville Hospital knowingly submitted to Medicare and Medi-Cal claims that resulted from violations of the Anti-Kickback Statute, 42 U.S.C. § 1320a-7b. Specifically, Oroville Hospital offered and paid improper financial remuneration to induce hospitalists and emergency department physicians who contracted with the hospital to admit patients for inpatient hospital stays, taking into account the volume or value of referrals in paying such remuneration.

iv. Oroville Hospital's payments to hospitalists who contracted with the hospital created a financial relationship between those hospitalists and Oroville Hospital; those hospitalists referred Medicare beneficiaries to Oroville Hospital for inpatient and outpatient hospital services, all of which are designated health services for purposes of the Physician Self-Referral law, 42 U.S.C. § 1395nn (commonly referred to as the "Stark Law"); and Oroville Hospital furnished inpatient and outpatient hospital services ordered by those hospitalists and submitted the claims to Medicare for those services. The financial relationships between the hospitalists at issue and Oroville Hospital did not satisfy the requirements of any applicable exception to the Stark Law. Those hospitalists' referrals to Oroville Hospital for designated health services were, therefore, prohibited, and the submission of claims to the Medicare program for the improperly referred services violated the Stark Law.

This conduct is referred to below as the "Covered Conduct."

H. Relator Guardiola claims entitlement under 31 U.S.C. § 3730(d) to a share of the proceeds of this Settlement Agreement. And Relators Guardiola and Fisher claim entitlement to Relators' reasonable expenses, attorneys' fees, and costs pursuant to 31 U.S.C. § 3730(d)(1) and (2).

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

J. Oroville Hospital denies the United States' allegations in Paragraph G.

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. Oroville Hospital shall pay to the United States \$9,518,954.41, of which \$4,759,477.21 is federal restitution (the “Federal Restitution Amount”), plus interest at the rate of 3.875 per annum from June 14, 2024 through the date of each payment made in accordance with the Payment Schedule set forth in Exhibit A (collectively, the “Federal Settlement Amount”). Oroville Hospital shall pay the Federal Settlement Amount by electronic funds transfer pursuant to written instructions to be provided by the United States Attorney for the Eastern District of California, in accordance with the Payment Schedule set forth in Exhibit A, which provides for an initial payment of \$1,586,492.40 within thirty (30) days of the Effective Date (the “Initial Payment”).

2. Conditioned upon the United States receiving the Federal Settlement Amount payments, the United States shall pay by electronic funds transfer pursuant to written instructions provided by counsel for Relator Guardiola, 17.75 percent of each such payment received under the Settlement Agreement (Relators’ Share of Federal Settlement Amount) as soon as feasible after receipt of the payment.

3. Pursuant to 31 U.S.C. § 3730(d)(2), and in order to fully and finally resolve Relators’ claims for expenses, attorneys’ fees, and costs, Oroville Hospital shall pay the following amounts to Relators’ counsel within thirty (30) calendar days of the Effective Date, pursuant to written instructions to be provided by Relators’ counsel: (1) \$242,698.38 to counsel for Guardiola, and (2) \$88,350 to counsel for Fisher (collectively, “Fees Payment”).

4. Subject to the exceptions in Paragraph 7 (concerning reserved claims) below, and subject to Paragraph 15 (concerning disclosure of assets), Paragraph 16 (concerning default) and Paragraph 17 (concerning bankruptcy) below, and upon the United States’ receipt of the Federal Settlement Amount due under Paragraph 1, the United States releases Oroville Hospital, its

current and former parent corporations, and current and former direct and indirect subsidiaries and affiliates 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; the civil monetary provisions of the Stark Law at 42 U.S.C. §§ 1395nn(g)(3) and (g)(4); 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 disclosure of assets), Paragraph 16 (concerning default) and Paragraph 17 (concerning bankruptcy) below, and conditioned upon Oroville Hospital's full payment of the Federal Settlement Amounts, and the Fees Payment, Relators, for themselves and for their heirs, successors, attorneys, agents, and assigns, release Oroville Hospital, its current and former parent corporations; current and former direct and indirect subsidiaries; and its current and former owners, officers, directors, employees, and affiliates (collectively, "Oroville Releasees") from any and all claims and potential claims, including but not limited to all claims included in the Relators' *qui tam* complaints filed in the Civil Actions, any other claims the Relators have on behalf of the United States under the False Claims Act, 31 U.S.C. §§ 3729-3733, and for any and all claims for relief, actions, rights, causes of action, suits, debts, obligations, liabilities, demands, losses, damages (including treble damages and any civil penalties), punitive damages, costs, attorney's fees, and expenses of any kind, character, or nature whatsoever, known or unknown, fixed or contingent, in law or equity, in contract or in tort, or under any federal or state statute or regulations, or otherwise that Relators have standing to bring which Relators may now have or claim to have against Oroville Releasees, arising in any way out of or connected in any way with the facts, claims, and circumstances alleged in the Civil Actions, or from any other past activities and actions of the Oroville Releasees. Relators

and Relators' counsel and Oroville Hospital further expressly waive all rights they may have by virtue of Section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

6. In consideration of the obligations of Oroville Hospital in this Agreement and the Corporate Integrity Agreement (CIA), entered into between OIG-HHS and Oroville Hospital, and upon the United States' receipt of full payment of the Federal Settlement Amount 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 Oroville Hospital 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 Oroville Hospital 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 and 6 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 exclusion from Federal health care programs;
- d. Any liability to the United States (or its agencies) for any conduct other than the Covered Conduct;
- e. Any liability based upon obligations created by this Agreement;
- f. Any liability of individuals;
- g. Any liability for express or implied warranty claims or other claims for defective or deficient products or services, including quality of goods and services;
- h. Any liability for failure to deliver goods or services due; and
- i. Any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct.

8. 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). Conditioned upon Relator Guardiola's receipt of the Relators' Share of the Federal Settlement Amount, Relators and their heirs, successors, attorneys, agents, and assigns fully and finally release, waive, and forever discharge the United States, its agencies, officers, agents, employees, and servants, from any claims arising from the filing of the Civil Actions or under 31 U.S.C. § 3730, and from any claims to a share of the proceeds of this Agreement or the Civil Actions.

9. Oroville Hospital, for itself and for its heirs, successors, attorneys, agents, and assigns, release Relators, their heirs, successors, attorneys, agents, and assigns (collectively, the "Relator Releasees"), from any and all claims and potential claims, and for any and all claims for

relief, actions, rights, causes of action, suits, debts, obligations, liabilities, demands, losses, damages (including treble damages and any civil penalties), punitive damages, costs, attorney's fees, and expenses of any kind, character, or nature whatsoever, known or unknown, fixed or contingent, in law or equity, in contract or in tort, or under any federal or state statute or regulations, or otherwise that Oroville Hospital has standing to bring which Oroville Hospital may now have or claim to have against the Relator Releasees, arising in any way out of or connected in any way with the facts, claims, and circumstances alleged in the Civil Actions, or from any other past activities and actions of the Relator Releasees. Oroville Hospital, Relators and Relators' counsel further expressly waive all rights they may have by virtue of Section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

10. Oroville Hospital fully and finally releases 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 Oroville Hospital has asserted, could have asserted, or may assert in the future against the United States, its agencies, officers, agents, employees, and servants, related to the Covered Conduct or the United States' investigation or prosecution thereof.

11. The Federal 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 Oroville Hospital agrees not to resubmit to any Medicare or

Medicaid contractor or any state payer 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. Oroville Hospital 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 Oroville Hospital, its present or former officers, directors, employees, shareholders, and agents in connection with:

- (1) the matters covered by this Agreement;
- (2) the United States' or California's audit(s) and civil investigation(s) of the matters covered by this Agreement;
- (3) Oroville Hospital's investigation, defense, and corrective actions undertaken in response to the United States' or California's audit(s) and civil investigation(s) in connection with the matters covered by this Agreement (including attorneys' fees);
- (4) the negotiation and performance of this Agreement;
- (5) the payment Oroville Hospital makes to the United States pursuant to this Agreement and any payments that Oroville Hospital may make to Relators, including costs and attorneys' fees; and
- (6) the negotiation of, and obligations undertaken pursuant to the CIA to: (i) retain an independent review organization to perform annual reviews as described in Section III of the CIA; and (ii) prepare and submit reports to the OIG-HHS

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). However, nothing in paragraph 12.a.(6) that may apply to the obligations undertaken pursuant to the CIA affects the status of costs that are not allowable based on any other authority applicable to Oroville Hospital.

b. Future Treatment of Unallowable Costs: Unallowable Costs shall be separately determined and accounted for by Oroville Hospital, and Oroville Hospital 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 Oroville Hospital or any of its subsidiaries or affiliates to the Medicare or Medicaid Programs.

c. Treatment of Unallowable Costs Previously Submitted for Payment: Oroville Hospital further agrees that within 90 days of the Effective Date of this Agreement it shall identify to applicable Medicare fiscal intermediaries, carriers, and/or contractors, and Medicaid 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 Oroville Hospital 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. Oroville Hospital agrees that the United States, at a minimum, shall be entitled to recoup from Oroville Hospital 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 Oroville Hospital or any of its subsidiaries or affiliates on the effect of inclusion of Unallowable Costs (as defined in this paragraph) on Oroville Hospital or any of its subsidiaries or affiliates' cost reports, cost statements, or information reports.

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

13. 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 4 (United States release paragraph), Paragraph 5 (Relators release paragraph), Paragraphs 9 and 10 (Oroville release paragraphs) and Paragraph 14 (waiver for beneficiaries paragraph).

14. Oroville Hospital 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.

15. Oroville Hospital has 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. Oroville Hospital warrants that the Financial Disclosures are complete, accurate, and current as of the Effective Date of this Agreement.

16. The United States is willing to accept payments over time due solely to Oroville Hospital's financial condition as reflected in the Financial Disclosures referenced in Paragraph 15.

a. In the event that Oroville Hospital fails to pay the Settlement Amount as provided in the Payment Schedule set forth in Exhibit A, Oroville Hospital shall be in Default of Oroville Hospital's payment obligations ("Default"). The United States will provide a written Notice of Default, and Oroville Hospital 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 Tanushri Kohli or to such other representative as Oroville Hospital shall designate in advance in writing. If Oroville Hospital fails 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, Oroville Hospital agrees that the United States, at its sole discretion, may (i) retain any payments previously made, rescind this Agreement and pursue the Civil Actions or bring any civil and/or administrative claim, action, or proceeding against Oroville Hospital for the claims that would otherwise be covered by the releases provided in Paragraphs 4 and 6, above, with any recovery reduced by the amount of any payments previously made by Oroville Hospital to the United States under this Agreement; (ii) take any action to enforce this Agreement in a new action, by reinstating the Civil Actions; (iii) offset the

remaining unpaid balance from any amounts due and owing to Oroville Hospital 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, Oroville Hospital 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 Agreement pursuant to this paragraph, Oroville Hospital 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 Oroville Hospital 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 August 4, 2020. Oroville Hospital 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 Oroville Hospital from participating in all Federal health care programs until Oroville Hospital pays the Settlement Amount, with interest, as set forth above (Exclusion for Default). OIG-HHS will provide written notice of any such exclusion to Oroville Hospital. Oroville Hospital 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, Oroville Hospital 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. Oroville Hospital 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. If any of Oroville Hospital's payments or 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, Oroville Hospital 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 Oroville Hospital's debts, or to adjudicate Oroville Hospital as bankrupt or insolvent; or seeking appointment of a receiver, trustee, custodian, or other similar official for Oroville Hospital or for all or any substantial part of Oroville Hospital's assets:

(a) the United States may rescind the releases in this Agreement and bring any civil and/or administrative claim, action, or proceeding against Oroville Hospital's for the claims that would otherwise be covered by the releases provided in Paragraph 4 above;

(b) the United States has an undisputed, noncontingent, and liquidated allowed claim against Oroville Hospital's in the amount of \$14,298,750.00, 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 Oroville Hospital, a receiver, trustee, custodian, or other similar official for Oroville Hospital;

(c) 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

(d) if, notwithstanding subparagraph (c), any amounts already paid by the United States to Guardiola 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, Guardiola shall, within thirty days of written notice from the United States to the undersigned Relators' counsel, return to the United States all amounts recovered from the United States.

18. Upon receipt of the Initial Payment described in Paragraph 1, and the Fees Payment described in Paragraph 3 above, pursuant to Federal Rule of Civil Procedure 41 (a)(1) and to the terms and conditions of this Agreement the United States and Guardiola shall promptly sign and file in the Guardiola Action a Notice of Dismissal or Joint Stipulation of Dismissal of all claims against all defendants in the Guardiola Action, and the United States and Fisher shall promptly sign and file in the Fisher Action, a Notice of Dismissal or Joint Stipulation of Dismissal of all claims against all defendants in the Fisher Action (collectively, the "Joint Dismissals"). The Joint Dismissals shall be with prejudice to the United States and the Relators as to the Covered Conduct and consistent with the terms of this Agreement. The Joint Dismissals shall be without prejudice to the United States and with prejudice to the Relators as to all other claims against all defendants in the Civil Actions.

19. Except as provided in Paragraph 3 above, 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 jurisdiction and 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 agreements between the Parties. This Agreement may not be amended except by written consent of the Parties.

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 Oroville Hospital's successors, transferees, heirs, and assigns.


26. This Agreement is binding on Relators' successors, transferees, heirs, and assigns.

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

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

THE UNITED STATES OF AMERICA

DATED: 11/20/24

BY: 

Steven Tennyson
Assistant United States Attorney
Eastern District of California

DATED: _____

BY: _____
Daniel Spiro
Senior Trial Counsel
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: _____

BY: _____
James Nealon
Trial Attorney
Commercial Litigation Branch
Civil Division
United States Department of Justice

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 UNITED STATES OF AMERICA

DATED: _____

BY: _____
Steven Tennyson
Assistant United States Attorney
Eastern District of California

DATED: 11/22/24

BY: 
Daniel Spiro
Senior Trial Counsel
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: _____

BY: _____
James Nealon
Trial Attorney
Commercial Litigation Branch
Civil Division
United States Department of Justice

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 UNITED STATES OF AMERICA

DATED: _____

BY: _____
Steven Tennyson
Assistant United States Attorney
Eastern District of California

DATED: _____

BY: _____
Daniel Spiro
Senior Trial Counsel
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: _____

BY: _____
James Nealon
Trial Attorney
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: 11/21/24

BY: **SUSAN GILLIN** Digitally signed by SUSAN GILLIN
Date: 2024.11.21 16:25:37 -05'00'

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

OROVILLE HOSPITAL

DATED: 11/19/2024 BY: T. AKohli
Tanushri Kohli
Chief Compliance Officer, Chief Privacy Officer
Oroville Hospital


DATED: 11/20/24 BY: AaP
Alexander F. Porter
Robert G. Homchick
Miriam Ricanne Swedlow
Counsel for Oroville Hospital

RELATOR CECILIA GUARDIOLA

DATED: 11-18-24

BY: 
Cecilia Guardiola

DATED: 11/18/24

BY: 
Anderson Berry
Counsel for Cecilia Guardiola

DATED: 11/19/24

BY: 
Mitch Kreindler
Counsel for Cecilia Guardiola

RELATOR CRAIG FISHER

DATED: _____

BY: _____
Craig Fisher

DATED: _____

BY: _____
Janel Quinn
Nicholas Woodfield
Counsel for Craig Fisher

RELATOR CECILIA GUARDIOLA

DATED: _____

BY: _____
Cecilia Guardiola

DATED: _____

BY: _____
Anderson Berry
Counsel for Cecilia Guardiola

DATED: _____

BY: _____
Mitch Kreindler
Counsel for Cecilia Guardiola

RELATOR CRAIG FISHER

DATED: 11/15/24

BY: _____
Craig Fisher

DATED: 11/15/24

BY: _____
Janel Quinn
Nicholas Woodfield
Counsel for Craig Fisher

EXHIBIT A

The Federal Settlement Amount

Payments of the Federal Settlement Amount shall be made as follows in accordance with Paragraph 1 of the Settlement Agreement. These payments below represent the principal amounts only. Simple interest of 3.875 percent shall also be paid on these amounts beginning on June 14, 2024, and continuing through the dates of payment:

<u>When Due</u>	<u>Principal Due</u>
30 days from the Effective Date of this Agreement	\$1,586,492.40
1 year from the Effective Date of this Agreement	\$1,586,492.40
2 years from the Effective Date of this Agreement	\$1,586,492.40
3 years from the Effective Date of this Agreement	\$1,586,492.40
4 years from the Effective Date of this Agreement	\$1,586,492.40
5 years from the Effective Date of this Agreement	\$1,586,492.40

Shortly after the Effective Date of this Agreement, the United States shall provide to counsel for Oroville Hospital a written statement of the amount of interest due.