

## **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) and the Defense Health Agency (DHA), acting on behalf of the TRICARE Program (collectively, the United States); and Omar Hussain (Hussain), Curis Healthcare Inc. (Curis), and Saeed Medical Group Ltd. d/b/a Alliance Immediate and Primary Care (Saeed Medical), through their authorized representatives. Collectively, all of the above will be referred to as the Parties.

### **RECITALS**

A. Hussain, a resident of South Miami, Florida, owns and operates Curis, a healthcare marketing company based in Chicago, Illinois. Saeed Medical is a healthcare clinic in Chicago, Illinois.

B. The United States contends that Hussain, Curis, and Saeed Medical 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 TRICARE Program, 10 U.S.C. §§ 1071–1110b (TRICARE).

C. The United States contends that it has certain civil claims against Hussain, Curis, and Saeed Medical for causing the submission of false or fraudulent claims to Medicare and TRICARE arising from the following conduct during the period of April 1, 2020 to August 31, 2021:

1. Hussain and Curis, as independent contractor marketers for Labtech Diagnostics LLC (Labtech), a clinical laboratory located in Anderson, South Carolina, knowingly and willfully solicited and/or received thousands of dollars in remuneration in the form of commissions based on the volume of orders for laboratory services (as defined in 42 U.S.C.

§ 1395nn(h)(6)(A)) that Hussain and Curis arranged and/or recommended be referred to Labtech, in violation of the Anti-Kickback Statute (AKS), 42 U.S.C. § 1320a-7b(b).

2. Hussain and Curis knowingly and willfully offered and/or paid to Saeed Medical, and Saeed Medical knowingly and willfully solicited and/or received from Hussain and Curis, thousands of dollars in remuneration in the form of cash payments to induce and/or in return for Saeed Medical's referrals to Labtech for laboratory services, in violation of the AKS.

The conduct set forth in Paragraph C is referred to below as the "Covered Conduct."

D. This Agreement is neither an admission of liability by Hussain, Curis, or Saeed Medical, nor a concession by the United States that its claims are not well founded.

In consideration of the mutual promises and obligations of this Agreement, the Parties agree and covenant as follows:

#### TERMS AND CONDITIONS

1. Subject to the terms and conditions herein, Hussain, Curis, and Saeed Medical shall pay to the United States the following amounts (collectively, "Settlement Amount") by electronic funds transfer pursuant to written instructions to be provided by the Civil Division of the United States Department of Justice:

a. Within fourteen (14) calendar days, Hussain, Curis, and Saeed Medical jointly and severally shall pay to the United States Two Hundred Forty Thousand Dollars (\$240,000.00), of which One Hundred Twenty Thousand Dollars (\$120,000.00) is restitution, plus interest accruing at a rate of four and five-eighths percent (4.625%) per annum from January 28, 2025, and continuing until and including the date of payment.

b. Hussain and Curis jointly and severally shall pay to the United States the sum of Eight Hundred Seventeen Thousand Eight Hundred Eight Dollars (\$817,808.00), of which Four Hundred Eight Thousand Nine Hundred Four Dollars (\$408,904.00) is restitution, plus

interest at four and five-eighths percent (4.625%) per annum from January 28, 2025, and continuing until and including the date of payment, pursuant to the payment schedule attached as Exhibit A (each a Payment Over Time and collectively Payments Over Time). The Payments Over Time may be prepaid, in whole or in part, without penalty or premium.

2. Subject to the exceptions in Paragraph 3 (concerning reserved claims) below, subject to Paragraph 11 (concerning default) and Paragraph 12 (concerning bankruptcy) below, and conditioned upon the United States' receipt of the full payment of the Settlement Amount, the United States releases Hussain, Curis, and Saeed Medical 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. Notwithstanding the release given in Paragraph 2 of this Agreement, or any other term of this Agreement, the following claims 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 healthcare 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 corporate entities other than Curis and Saeed Medical;

- 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.

4. Hussain, Curis, and Saeed Medical waive and shall not assert any defenses they 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.

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

6. 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 Hussain, Curis, and Saeed Medical 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.

7. Hussain, Curis, and Saeed Medical 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. §§ 1395-1395kkk-1 and 1396-1396w-5; and the regulations and official program directives promulgated thereunder) incurred by or on behalf of Hussain, Curis, and Saeed Medical 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) Hussain's, Curis', and Saeed Medical's investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and civil and any criminal investigation(s) in connection with the matters covered by this Agreement (including attorney's fees);
- (4) the negotiation and performance of this Agreement; and
- (5) the payments Hussain, Curis, and Saeed Medical make to the United States pursuant to this 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 Hussain, Curis, and Saeed Medical, and Hussain, Curis, and Saeed Medical 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 Hussain, Curis, and Saeed Medical to the Medicare, Medicaid, TRICARE, or FEHBP Programs.

c. Treatment of Unallowable Costs Previously Submitted for Payment:

Hussain, Curis, and Saeed Medical further agree that within ninety (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 Hussain, Curis, and Saeed Medical, and shall request, and agrees, 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. Hussain, Curis, and Saeed Medical agree that the United States, at a minimum, shall be entitled to recoup from Hussain, Curis, and Saeed Medical 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 Hussain, Curis, and Saeed Medical on the effect of inclusion of Unallowable Costs (as defined in this Paragraph) on Hussain's, Curis', and Saeed Medical's 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 Hussain's, Curis', and Saeed Medical's books and

records to determine that no Unallowable Costs have been claimed in accordance with the provisions of this Paragraph.

8. Hussain, Curis, and Saeed Medical agree to cooperate fully, truthfully, completely, and forthrightly with the United States' investigation(s) of, and/or legal proceeding(s) against, individuals and entities not released in this Agreement. Upon request by United States and reasonable notice, Hussain and the current owners of Curis and Saeed Medical shall be available for interviews by the United States and shall fully, truthfully, completely, and forthrightly answer questions. Upon request by the United States and reasonable notice, Hussain and the current owners of Curis and Saeed Medical shall testify under oath fully, truthfully, completely, and forthrightly at any and all trials of cases or other court proceedings, including depositions, at which their testimony may be deemed relevant by the United States. Hussain, Curis, and Saeed Medical agree to encourage, and not impair, the cooperation of Curis' and Saeed Medical's directors, officers, and employees, and to use their best efforts to make available, and encourage, the cooperation of Curis' and Saeed Medical's former directors, officers, and employees for interviews and testimony, consistent with the rights and privileges of such individuals. Hussain, Curis, and Saeed Medical 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 their possession, custody, or control relating to Labtech or any of its current or former agents.

9. 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 10 (waiver for beneficiaries Paragraph), below.

10. Hussain, Curis, and Saeed Medical 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.

11. The Settlement Amount represents the amount the United States is willing to accept in compromise of its civil claims against Hussain, Curis, and Saeed Medical arising from the Covered Conduct pursuant to the terms and conditions in this Agreement.

a. Hussain, Curis, and Saeed Medical shall be in default of this Agreement (Default) if they fail to pay the Settlement Amount as provided in Paragraph 1(a)–(b) above and Exhibit A hereto or if they fail to comply materially with any other term or condition of this Agreement, including Paragraph 8 above (concerning cooperation).

b. If Hussain, Curis, and/or Saeed Medical fail to pay the Settlement Amount as provided in Paragraph 1(a)–(b) above and Exhibit A hereto, they shall be in Default of their payment obligations (“Default”). The United States will provide a written Notice of Default, and Hussain, Curis, and Saeed Medical 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 this Agreement. Notice of Default will be delivered to Hussain, Curis, and Saeed Medical, or to such other representative as Hussain, Curis, and Saeed Medical shall designate in advance in writing. If Hussain, Curis, and Saeed Medical 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 twelve percent (12%) per annum, compounded daily from the date of Default, on the remaining unpaid total (principal and interest balance).

c. In the event of Uncured Default, or a failure to comply materially with Paragraph 8 above (concerning cooperation), Hussain, Curis, and Saeed Medical agree that the



United States, at its sole discretion, may (i) retain any payments previously made, rescind this Agreement, and bring any civil and/or administrative claim, action, or proceeding against Hussain, Curis, and Saeed Medical for the claims that would otherwise be covered by the releases provided in Paragraph 2 above, with any recovery reduced by the amount of any payments previously made by Hussain, Curis, and Saeed Medical to the United States under this Agreement; (ii) take any action to enforce this Agreement in a new action; (iii) offset the remaining unpaid balance from any amounts due and owing to Hussain, Curis, and Saeed Medical 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, Hussain, Curis, and Saeed Medical 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, Hussain, Curis, and Saeed Medical 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 (i) are filed by the United States against Hussain, Curis, and Saeed Medical within one hundred twenty (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 Effective Date. Hussain, Curis, and Saeed Medical 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.

d. In the event of Uncured Default, or a failure to comply materially with Paragraph 8 above (concerning cooperation), OIG-HHS may exclude Hussain, Curis, and Saeed Medical from participating in all Federal healthcare programs or extend the term of Hussain's, Curis', and Saeed Medical's exclusion ("Exclusion for Default"). OIG-HHS will provide written notice of any such exclusion to Hussain, Curis, and Saeed Medical. Hussain, Curis, and Saeed Medical waive any further notice of the exclusion under 42 U.S.C. § 1320a-7(b)(7). In the event of Uncured Default, or a failure to comply materially with Paragraph 8 above (concerning cooperation), Hussain, Curis, and Saeed Medical 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, Hussain, Curis, and Saeed Medical 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. Hussain, Curis, and Saeed Medical 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.

12. In exchange for valuable consideration provided in this Agreement, Hussain and Curis acknowledge the following:

a. Hussain and Curis have reviewed their financial situation and warrants 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 Amount.

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 Hussain and Curis, 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 Hussain or Curis 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 Hussain's or Curis' 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, Hussain, Curis, 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 Hussain's or Curis' debts, or to adjudicate Hussain or Curis as bankrupt or insolvent; or seeking appointment of a receiver, trustee, custodian, or other similar official for Hussain or Curis or for all or any substantial part of Hussain's or Curis' assets:

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

(ii) the United States has an undisputed, noncontingent, and liquidated allowed claim against Hussain and Curis in the amount of One Million Five Hundred Eighty-Six Thousand Seven Hundred Twelve Dollars (\$1,586,712.00), less any payments received pursuant to Paragraph 1(a)-(b) above and Exhibit A of this Agreement, provided, however, that such payments are not otherwise avoided and recovered from the United States by Hussain, Curis, or a receiver, trustee, custodian, or other similar official for Hussain or Curis.

f. Hussain and Curis agree that any civil and/or administrative claim, action, or proceeding brought by the United States under Paragraph 12(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. Hussain and Curis 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). Hussain and Curis 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 under Paragraph 12(e) within one hundred twenty (120) days of written notification to Hussain and Curis that the releases have been rescinded pursuant to this paragraph, except to the extent such defenses were available on the Effective Date.

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

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

15. 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 District of South Carolina. 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.

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

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

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

19. This Agreement is binding on Hussain's, Curis', and Saeed Medical's successors, transferees, heirs, and assigns.

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

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

[SIGNATURE PAGE(S) FOLLOW]

**THE UNITED STATES OF AMERICA**

DATED: 3/4/2025

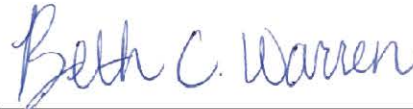
BY:



CHRISTOPHER TERRANOVA  
Senior Trial Counsel  
Commercial Litigation Branch  
Civil Division  
United States Department of Justice

DATED: 03/04/2025

BY:

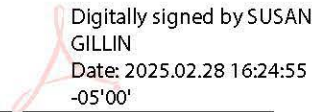


BETH C. WARREN  
Assistant United States Attorney  
United States Attorney's Office  
District of South Carolina

DATED: 2/28/25

BY:

SUSAN  
GILLIN



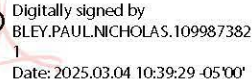
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SUSAN E. GILLIN  
Assistant Inspector General for Legal Affairs  
Office of Counsel to the Inspector General  
Office of Inspector General  
United States Department of Health and Human Services

DATED: 3/4/2025

BY:

BLEY.PAUL.NICHO  
LAS.1099873821



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for


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

**OMAR HUSSAIN**

DATED: Feb. 25, 2025

BY:   
OMAR HUSSAIN

DATED: 2/25/2025


BY:   
GREGORY MILLER  
TIMOTHY GONZALEZ  
Rivkin Radler LLP  
Counsel for Omar Hussain

**CURIS HEALTHCARE INC.**

DATED: Feb. 25, 2025

BY:   
CURIS HEALTHCARE INC.

DATED: 2/25/2025


BY:   
GREGORY MILLER  
TIMOTHY GONZALEZ  
Rivkin Radler LLP  
Counsel for Curis Healthcare Inc.

**SAEED MEDICAL GROUP LTD.**

DATED: 02/26/2025

BY:   
SAYYID QUADRI  
Operations Manager, Saeed Medical Group Ltd.

DATED: 2/27/2025

BY:   
HABIB F. ILAHI  
Schertler Onorato Mead & Sears  
Counsel for Saeed Medical Group Ltd.

**EXHIBIT A**

<b>Payment Due Date</b>	<b>Payment Due</b>	<b>4.625% Interest</b>	<b>Principal</b>	<b>Balance</b>
				\$817,808.00
4/30/2025	\$210,533.62	\$9,533.62	\$201,000.00	\$616,808.00
7/31/2025	\$210,190.46	\$7,190.46	\$203,000.00	\$413,808.00
10/31/2025	\$210,823.98	\$4,823.98	\$206,000.00	\$207,808.00
1/30/2026	\$210,204.20	\$2,396.20	\$207,808.00	
<b>Total Paid to U.S.:</b>	<b>\$841,752.26</b>	<b>\$23,944.26</b>	<b>\$817,808.00</b>	