

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”); defendants LTD Holding, LLC f/k/a Labtech Diagnostics LLC (“Labtech”) and Joseph Labash (“Labash”); and relator Mahmoud Altwam (“Relator”), through their authorized representatives. Collectively, all of the above will be referred to as “the Parties.”

RECITALS

A. From 2015 to 2021, Labtech operated a clinical laboratory in Anderson, South Carolina that provided laboratory testing for patients referred by physicians and other healthcare providers. Labash founded and owned Labtech and served as its Chief Executive Officer. Labash now resides in the United Arab Emirates.

B. On September 2, 2021, Relator filed a *qui tam* action against Labtech, Labash, and others in the United States District Court for the District of South Carolina captioned *United States ex rel. Altwam v. Labtech Diagnostics LLC*, No. 8:21-cv-2844 (D.S.C.) (UNDER SEAL), pursuant to the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b) (the Civil Action).

C. On October 22, 2021, Labtech and Labash entered into an Asset Purchase Agreement (“APA”) with Quest Diagnostics Clinical Laboratories, Inc. (“Quest”) in which Quest agreed to pay Earn-Out Consideration to Labtech depending on the testing volume of certain patient requisitions during a period after the APA. In August 2022, Quest paid to Labtech a portion of the Earn-Out Consideration but withheld Five Million Thirty-Three Thousand One Hundred Thirty-Three Dollars (\$5,033,133.00) (“Remaining Earn-Out”) in case the funds were later needed

for indemnification. Quest has not yet paid to Labtech any portion of the Remaining Earn-Out or the accrued interest thereon (“Total Remaining Earn-Out”).

D. The United States contends that Labtech and Labash submitted or caused to be submitted claims for payment to the Medicare Program, Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395III (“Medicare”); the Medicaid Program, 42 U.S.C. §§ 1396–1396w-5 (“Medicaid”); and the TRICARE Program, 10 U.S.C. §§ 1071–1110b (“TRICARE”).

E. The United States contends that it has certain civil claims against Labtech and Labash arising from their knowing submission, or causing the submission of, claims to Medicare, Medicaid, and TRICARE during the period of September 1, 2016, to June 30, 2022, that were false and/or fraudulent for the following reasons (hereinafter, the “Covered Conduct”):

a. The United States contends that, from August 1, 2018 to November 30, 2021, Labtech and Labash knowingly and willfully paid healthcare providers (“HCPs”) thousands of dollars in remuneration disguised as purported office space rental, phlebotomy, and toxicology payments, in return for the HCPs’ referrals to Labtech for clinical laboratory services (as defined in 42 U.S.C. § 1395nn(h)(6)(A)), in violation of the Anti-Kickback Statute (AKS), 42 U.S.C. § 1320a-7b(b). In an attempt to cover up the kickbacks, Labtech and Labash, among other things, hand-delivered money orders for some such payments; entered into contracts that falsely described the payments as being made for office space rental or phlebotomy or toxicology services; and falsified square footage and hours in “fraud and abuse” certification forms.

b. The United States contends that, from September 1, 2016, to December 1, 2016, Labtech and Labash arranged to pay Joint and Muscle Medical Care, P.C. (JMMC), a physician practice in Charlotte, North Carolina, an amount in excess of fair market value for JMMC’s used laboratory analyzer to secure JMMC’s referrals of clinical laboratory services to Labtech, in violation of the AKS.

c. The United States contends that, from March 1, 2018 to November 30, 2021, Labtech and Labash knowingly and willfully provided to Troyer Medical, Inc., P.C. (TMI), a pain management practice in Landis, North Carolina, free services and supplies in connection with presumptive urine drug testing (a/k/a drug screens), in return for TMI referring its lucrative definitive urine drug testing (a/k/a drug confirmations) to Labtech, in violation of the AKS.

F. Relator claims entitlement under 31 U.S.C. § 3730(d) to a share of the proceeds of this Settlement Agreement and to Relator's reasonable expenses, attorneys' fees and costs.

G. This Agreement is neither an admission of liability by Labtech or Labash, 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. Under the terms and conditions herein, Labtech and Labash jointly and severally shall pay to the United States the sums specified in this paragraph (collectively, "Settlement Amount") by electronic funds transfer pursuant to written instructions to be provided by the Civil Division of the Department of Justice.

a. Within fifteen (15) calendar days of the Effective Date, Labtech and Labash shall pay to the United States Two Million Two Hundred Sixty-Six Thousand Six Hundred Sixty-Seven Dollars (\$2,266,667.00) ("Initial Payment"). Half of the Initial Payment is restitution to the United States.

b. Labtech and Labash shall pay to the United States Four Million Five Hundred Thirty-Three Thousand Three Hundred Thirty-Three Dollars (\$4,533,333.00), plus interest accruing at a rate of four and one-quarter percent (4.25%) per annum from August 1, 2025 and continuing until and including the date of payment, pursuant to the payment schedule attached

as Exhibit A (“Payments Over Time”). The Payments Over Time may be prepaid, in whole or in part, without penalty or premium. Half of the Payments Over Time is restitution to the United States.

c. If Labtech or Labash receive any portion of the Total Remaining Earn-Out within five (5) years of the Effective Date, Labtech and Labash shall pay to the United States sixty-five percent (65%) of the amount received of the Total Remaining Earn-Out within thirty (30) calendar days of receipt (“Contingency Payments”). For avoidance of doubt, this Agreement does not obligate Labtech or Labash to pursue payment from Quest of the Total Remaining Earn-Out. Half of the Contingency Payments is restitution to the United States.

2. Conditioned upon the United States receiving from Labtech and Labash each Settlement Amount payment in Paragraph 1 above, the United States shall pay to Relator by electronic funds transfer twenty percent (20%) of each such payment received under the Agreement (collectively, “Relator’s Share”) as soon as feasible after receipt.

3. No later than thirty (30) calendar days after the Effective Date, Labtech and Labash shall pay Twenty-Five Thousand Dollars (\$25,000.00) to Relator’s counsel, by electronic funds transfer pursuant to written instructions to be provided by Relator’s counsel, for expenses, attorneys’ fees, and costs related to the Civil Action. Upon receipt of the payment referenced in this Paragraph (Paragraph 3), Relator, for himself and for his heirs, successors, attorneys, agents, and assigns, releases Labtech and Labash from any claim for Relator’s expenses, attorney’s fees and costs under 31 U.S.C. § 3730(d) or otherwise.

4. Subject to the exceptions in Paragraph 6 (concerning reserved claims) below, subject to Paragraph 17 (concerning default) and Paragraph 18 (concerning bankruptcy) below, and conditioned on the United States’ receipt of the full payment of the Settlement Amount, the United States releases Labtech, together with its current and former parent corporations, direct and

indirect subsidiaries, brother or sister corporations, divisions, current or former corporate owners, and the corporate successors and assigns of any of them (collectively, “Labtech Releasees”), and Labash 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, as amended; 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 6 below, and upon the United States’ receipt of the Settlement Amount, Relator, for itself and for its heirs, successors, attorneys, agents, and assigns, releases Labtech, its current and former employees, and Labash from any and all claims, defenses, demands, actions, causes of action, rights, offsets, setoffs, suits, remedies, damages, lawsuits, costs, relief for contempt, losses, attorneys’ fees, expenses, or liabilities of any kind whatsoever, in law or in equity, for any relief whatsoever, including monetary sanctions or damages for contempt, injunctive or declaratory relief, rescission, general, compensatory, special, liquidated, indirect, incidental, consequential, or punitive damages.

6. Notwithstanding the release given in Paragraph 4 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 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; and
- f. Any liability of corporate entities other than the Labtech Releasees or individuals other than Labash.

7. Exclusion.

a. In compromise and settlement of the rights of OIG-HHS to exclude Labtech and Labash pursuant to 42 U.S.C. § 1320a-7(b)(7), based upon the Covered Conduct, Labtech agrees to be excluded under this statutory provision from Medicare, Medicaid, and all other Federal healthcare programs, as defined in 42 U.S.C. § 1320a-7b(f), for a period of five (5) years, and Labash agrees to be excluded under this statutory provision from Medicare, Medicaid, and all other Federal healthcare programs, as defined in 42 U.S.C. § 1320a-7b(f), for a period of three (3) years. The exclusion shall be effective upon the Effective Date of this Agreement.

b. Such exclusion of Labtech and Labash shall have national effect. Federal healthcare programs shall not pay anyone for items or services, including administrative and management services, furnished, ordered, or prescribed by Labtech or Labash in any capacity while Labtech or Labash is excluded. This payment prohibition applies to Labtech, Labash, and all other individuals and entities (including, for example, anyone who employs or contracts with Labtech, Labash, and any laboratory or other provider where Labtech or Labash provides services). The exclusion applies regardless of who submits the claim or other request for payment. Violation of the conditions of the exclusion may result in criminal prosecution, the imposition of civil monetary penalties and assessments, and an additional period of exclusion. Labtech and Labash further agree to hold the Federal healthcare programs, and all federal beneficiaries and/or sponsors, harmless from any financial responsibility for items or services furnished, ordered, or prescribed

to such beneficiaries or sponsors after the effective date of the exclusion. Labtech and Labash waive any further notice of the exclusion and agree not to contest such exclusion either administratively or in any state or federal court.

c. Reinstatement to program participation is not automatic. If Labtech and Labash wish to be reinstated, each must submit a written request for reinstatement to OIG-HHS in accordance with the provisions of 42 C.F.R. §§ 1001.3001-.3005. Such request may be made to OIG-HHS no earlier than ninety (90) days prior to the expiration of their period of exclusion. Reinstatement becomes effective upon application by Labtech or Labash, approval of the application by OIG-HHS, and notice of reinstatement by OIG-HHS. Obtaining another license, moving to another state, or obtaining a provider number from a Medicare contractor, a state agency, or a Federal healthcare program does not reinstate Labtech's or Labash's eligibility to participate in these programs.

8. Relator and his 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's receipt of the Relator's Share, Relator and his 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 Action or under 31 U.S.C. § 3730, from any claims to a share of the proceeds of this Agreement and/or the Civil Action, and from any claims to a share of the proceeds of the United States' settlements with Dr. Vijesh Patel, Laju Patel, Dr. Moustafa Moustafa, South Carolina Nephrology and Hypertension Center, Inc., Dr. Steven Bauer, Ballantyne Medical Associates PLLC, Dr. Larry Berman, Larry F. Berman, M.D., P.C., Dr. Gbenga Aluko, Eagle Medical Center, PC, Dr. Anup Banerjee, Gastonia

Medical Specialty Clinic P.A., Omar Hussain, Curis Healthcare Inc., and Saeed Medical Group Ltd.

9. Except as provided in Paragraph 3 above, Relator, for himself, and for his heirs, successors, attorneys, agents, and assigns, releases Labtech, its current and former employees, and Labash from any and all claims, defenses, demands, actions, causes of action, rights, offsets, setoffs, suits, remedies, damages, lawsuits, costs, relief for contempt, losses, attorneys' fees, expenses, or liabilities of any kind whatsoever, in law or in equity, for any relief whatsoever, including monetary sanctions or damages for contempt, injunctive or declaratory relief, rescission, general, compensatory, special, liquidated, indirect, incidental, consequential, or punitive damages that Relator has asserted, or could have asserted, on or at any time prior to the Effective Date of this Agreement.

10. Labtech and Labash 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.

11. Labtech and Labash 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, the Civil Action, and the United States' investigation and prosecution thereof.

12. Labtech and Labash fully and finally release Relator, and his heirs, successors, attorneys, agents, and assigns, from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that Labtech and Labash have asserted, or could have asserted, on or at any time prior to the Effective Date.

13. 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 Labtech and Labash 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.

14. Labtech and Labash 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 Labtech, Labash, or their present or former employees and agents in connection with:

- (1) the matters covered by this Agreement;
- (2) the United States' audit(s) and civil and criminal investigation(s) of the matters covered by this Agreement;
- (3) Labtech's and Labash's investigation, defense, and corrective actions undertaken in response to the United States' 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 Labtech and Labash 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 Labtech and Labash, and Labtech and Labash 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 Labtech, Labash, or their present or former employees and agents to the Medicare, Medicaid, TRICARE, or FEHBP Programs.

c. Treatment of Unallowable Costs Previously Submitted for Payment: Labtech and Labash 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 Labtech and Labash, 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. Labtech and Labash agree that the United States, at a minimum, shall be entitled to recoup from Labtech and Labash 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 Labtech and Labash on the effect of inclusion of Unallowable Costs (as defined in this Paragraph) on Labtech's and Labash'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 Labtech's and Labash's books and records to determine that no Unallowable Costs have been claimed in accordance with the provisions of this Paragraph.

15. This Agreement is intended to be for the benefit of the Parties only. The Parties do not release any claims against any other person or entity, except to the extent provided for in Paragraph 16 (waiver for beneficiaries Paragraph), below.

16. Labtech and Labash 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.

17. The Settlement Amount represents the amount the United States is willing to accept in compromise of its civil claims against Labtech and Labash arising from the Covered Conduct pursuant to the terms and conditions in this Agreement.

a. Labtech and Labash shall be in default of this Agreement (Default) if they fail to pay the Settlement Amount as provided in Paragraph 1 above and Exhibit A hereto.

b. If Labtech and Labash fail to pay the Settlement Amount as provided in Paragraph 1 above and Exhibit A hereto, Labtech and Labash shall be in Default of their payment obligations (“Default”). The United States will provide a written Notice of Default, and Labtech and Labash shall have an opportunity to cure such Default within fourteen (14) calendar days from the date of receipt of the Notice of Default by making the payment due and paying any additional interest accruing under this Agreement up to the date of payment. Notice of Default will be delivered to Labtech and Labash, or to such other representative as Labtech and Labash shall designate in advance in writing. If Labtech and Labash fail to cure the Default within fourteen (14) 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, Labtech and Labash agree that the United States, at its sole discretion, may (i) retain any payments previously made, rescind this Agreement, and pursue the Civil Action or bring any civil and/or administrative claim, action, or proceeding against Labtech and Labash for the claims that would otherwise be covered by the release provided in Paragraph 4 above, with any recovery reduced by the amount of any payments previously made by Labtech and Labash to the United States under this Agreement; (ii) take any action to enforce this Agreement in a new action or by reinstating the Civil Action; (iii) offset the remaining unpaid balance from any amounts due and owing to Labtech and Labash 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, Labtech and Labash 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, Labtech and Labash 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 Labtech and Labash 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. Labtech and Labash 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. For the avoidance of doubt, nothing in this Agreement alters whether the Agreement is admissible under the Federal Rules of Evidence.

d. In the event of Uncured Default, OIG-HHS may extend Labtech's and Labash's exclusion from participating in all Federal healthcare programs (Exclusion for Default). OIG-HHS will provide written notice of any such exclusion to Labtech and Labash. Labtech and Labash waive any further notice of the exclusion under 42 U.S.C. § 1320a-7(b)(7) and agree not to contest such exclusion either administratively or in any state or federal court. Reinstatement to program participation is not automatic. If at the end of the period of exclusion, Labtech and Labash 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. Labtech and Labash 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.

18. In exchange for valuable consideration provided in this Agreement, Labtech and Labash acknowledge the following:

a. Labash has reviewed his financial situation and warrants that he 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 Agreement, the Parties intend that the mutual promises, covenants, and obligations set forth herein constitute a contemporaneous exchange for new value given to Labtech and Labash, 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 Labtech and Labash 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 Labtech's and Labash'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, Labtech, Labash, 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 Labtech's and/or Labash's debts, or to adjudicate Labtech and/or Labash as bankrupt or insolvent;

or seeking appointment of a receiver, trustee, custodian, or other similar official for Labtech and/or Labash or for all or any substantial part of Labtech's and/or Labash's assets:

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

(ii) the United States has an undisputed, noncontingent, and liquidated allowed claim against Labtech and Labash in the amount of Six Million Eight Hundred Thousand Dollars (\$6,800,000.00), less any payments received pursuant to Paragraph 1 above, provided, however, that such payments are not otherwise avoided and recovered from the United States by Labtech, Labash, or a receiver, trustee, custodian, or other similar official for Labtech and/or Labash;

(iii) if any payments are avoided and recovered by a receiver, trustee, creditor, custodian, or similar official, the United States shall not be responsible for the return of any amounts already paid by the United States to the Relator; and

(iv) if, notwithstanding subparagraph (iii), any amounts already paid by the United States to the Relator pursuant to Paragraph 2 above 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 above, Relator shall, within thirty (30) 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. Labtech and Labash agree that any civil and/or administrative claim, action, or proceeding brought by the United States under Paragraph 18(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. Labtech and Labash 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). Labtech and Labash waive and shall not plead, argue, or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel, or similar theories, to any such civil or administrative claim, action, or proceeding brought by the United States within one hundred twenty (120) days of written notification to Labtech and Labash that the releases have been rescinded pursuant to this paragraph, except to the extent such defenses were available on the Effective Date.

19. Upon the United States' receipt of the Initial Payment, the Parties shall promptly sign and file in the Civil Action a Joint Stipulation of Dismissal of the claims against Labtech and Labash in the Civil Action pursuant to Rule 41(a)(1). The Joint Stipulation of Dismissal shall be with prejudice as to the United States' claims in the Civil Action against Labtech and Labash as to the Covered Conduct and consistent with the terms and conditions of this Agreement and without prejudice to the United States as to all other claims against Labtech and Labash in the Civil Action. The Joint Stipulation of Dismissal shall be with prejudice to the Relator as to all claims against Labtech and Labash in the Civil Action.

20. 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.

21. 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.

22. 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.

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

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

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

26. This Agreement is binding on Labtech's and Labash's successors, transferees, heirs, and assigns.

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

28. This Agreement is effective on the date of signature of the last signatory to the Agreement ("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: 12/19/2025


BY:



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

DATED: 12/19/2025

BY:



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

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

BORKENHAGE N.WESTON.EA
RL.1138755149

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N.EARL.1138755149
Date: 2025.12.17
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DATED: 12/17/2025

BY:

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

For

THE UNITED STATES OF AMERICA


DATED: _____

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

DATED: _____

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


DATED: 12/19/2025

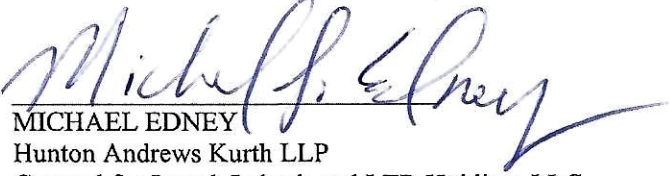
BY:  _____
SUSAN E. GILLIN
Assistant Inspector General for Legal Affairs
Office of Counsel to the Inspector General
Office of Inspector General
United States Department of Health and Human Services

DATED: _____

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

LABTECH AND LABASH

DATED: 12.12.25 BY: 
JOSEPH LABASH
Personally and as Owner of LTD Holding, LLC

DATED: 12/17/25 BY: 
MICHAEL EDNEY
Hunton Andrews Kurth LLP
Counsel for Joseph Labash and LTD Holding, LLC

RELATOR

DATED: 12/17/25

BY: 
MAHMOUD ALTWAM

DATED: 12/17/25

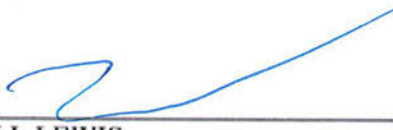
BY: 
WILL LEWIS
AMY L.B. HILL
Richardson, Thomas, Haltiwanger, Moore & Lewis, LLC
Counsel for Mahmoud Altwam

EXHIBIT A

Date	Payment	4.25% Interest	Principal	Balance
				\$4,533,333.00
1/15/2026	\$1,538,151.59	\$88,151.59	\$1,450,000.00	\$3,083,333.00
2/28/2026	\$1,515,796.80	\$15,796.80	\$1,500,000.00	\$1,583,333.00
5/31/2026	\$1,600,294.18	\$16,961.18	\$1,583,333.00	\$0.00
Total Paid to U.S.:	\$4,654,242.57	\$120,909.57	\$4,533,333.00	