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"), Shahriah "James" Ekbatani ("Ekbatani"), and Relator Robert P. Oristaglio, Jr., D.O. ("Oristaglio") (collectively, "the Parties"), through their authorized representatives.

RECITALS

A. Ekbatani is a resident of Florida and the founder of DPN USA d/b/a HealthFair ("HealthFair"). During the Covered Period and until HealthFair was acquired by Matrix, Ekbatani was the chief executive officer and majority owner of HealthFair.

B. HealthFair is a health care company founded in 1998 that provided and arranged for the provision of health care items and services to Medicare Advantage ("MA") plan beneficiaries on mobile buses operated by HealthFair providers. During the Covered Period, HealthFair operated mobile buses in several states, including Alabama, Arizona, Florida, Oklahoma, Pennsylvania, South Carolina, and Utah. HealthFair mobile buses were staffed with nurse practitioners and medical technicians, who performed health screenings and assessments and conducted a variety of diagnostic tests, including echocardiograms, electrocardiograms, pulmonary function tests, and retinopathy screenings. HealthFair nurse practitioners, using Vatica software and being overseen by the Medical Director Robert P. Oristaglio, made diagnoses from these encounters and test results, and HealthFair submitted those diagnoses to its Medicare Advantage Organization ("MAO") customers, who submitted the diagnoses to the Centers for Medicare & Medicaid Services ("CMS"). CMS relied on these diagnoses to calculate the risk scores of beneficiaries and adjust payments to the MAOs.

C. Community Care Health Network d/b/a Matrix Medical Network ("Matrix") acquired HealthFair through a security purchase agreement in 2018 and began winding down its operations in 2018 before finally shuttering it in early 2020.

D. The Medicare Advantage program, also known as Medicare Part C, allows Medicare beneficiaries to opt out of traditional Medicare and enroll in health plans that are administered by private insurance companies, known as MAOs. The MAOs contract with CMS to provide traditional Medicare coverage to the Medicare beneficiaries enrolled in their plans in exchange for capitated payments (i.e., fixed per-member, per-month payments). CMS adjusts these capitated payments based on the health status of each beneficiary in the service year (which is the year before the payment year) to predict the expected health care expenditure in the payment year for that beneficiary, relative to the average beneficiary. In general, CMS pays more for sicker beneficiaries expected to incur greater healthcare expenses and less for healthier beneficiaries expected to incur fewer healthcare expenses. To determine a beneficiary's health status, CMS relies on diagnoses from encounters with qualifying health care providers and accurate documentation of established or confirmed diagnoses that affect the care, treatment, and management of the beneficiary. The diagnoses are used when CMS calculates risk scores and can result in increased capitated payments for a beneficiary.

E. In conformance with CMS requirements, MAOs submit to CMS data from medical encounters, including medical diagnosis codes for their enrollees. All diagnosis codes submitted by MAOs must be documented in the medical records of the beneficiaries and comply with the International Classification of Diseases Official Guidelines for Coding and Reporting (the "ICD Guidelines"). Federal regulations require that the MAO "certifies (based on best knowledge, information, and belief) the accuracy, completeness, and truthfulness of the relevant data" submitted, including "encounter data." 42 C.F.R. § 422.504(l). It also requires that they

"certify . . . that the data [the MAO] submits under § 422.310 are accurate, complete, and truthful," as well as certify the data "generated by a related entity, contractor, or subcontractor of an MA organization" for "accuracy, completeness, and truthfulness of the data." 42 C.F.R. §§ 422.504 (l)(2) (citing 42 C.F.R. § 422.310 (regarding risk adjustment data)) & (l)(3).

F. HealthFair contracted with various health plans or plan administrators, including Optum (on behalf of UnitedHealth Care plans in several states, including Texas, Colorado, Nevada, and Utah), WellCare, Martin's Point Health Care, Blue Cross Blue Shield of Alabama, and Blue Cross Blue Shield of Florida. The contracts generally required HealthFair to provide health care services to MA plan beneficiaries and to document medical symptoms, conditions, diagnoses, and ICD-10 codes resulting from the encounters. HealthFair submitted the encounter data, including diagnoses, to MAOs, who submitted the encounter data to CMS for risk adjustment. MAOs paid HealthFair a fixed fee for its health care services and, where applicable, additional fees for diagnostic tests, pursuant to the terms of the contracts.

G. Oristaglio is a resident of Florida and was the chief medical officer of HealthFair during the Covered Period until HealthFair was acquired by Matrix.

H. On February 25, 2022, Oristaglio filed a *qui tam* action in the United States District Court for the Eastern District of Texas captioned *United States ex rel. Oristaglio v. Community Care Health Network, Inc., d/b/a/ Matrix Medical Network et al.*, No. 4:22-cv-00133-SDJ (E.D. Tex.), pursuant to the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b) (the "Civil Action").

I. The United States contends that Ekbatani and HealthFair 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").

J. The United States contends that it has certain civil claims against Ekbatani arising from the following conduct for dates of service from January 1, 2015, through December 31, 2017, which corresponded with payment years January 1, 2016, through December 31, 2018, and hereinafter known as the "Covered Period." The United States contends that:

> At the direction of Ekbatani, HealthFair contracted with multiple MAOs or Medicare Advantage plan administrators to perform health care services and certain diagnostic tests to Medicare Advantage plan beneficiaries on mobile buses operated by HealthFair. HealthFair was paid a fixed fee per beneficiary and additional fees for diagnostic tests, including but not limited to echocardiograms, electrocardiograms, pulmonary function tests, and retinopathy screenings.
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> During the Covered Period, HealthFair knowingly diagnosed certain conditions that were unsupported, unsubstantiated, and/or invalid because HealthFair's documentation did not establish that the diagnoses existed or that the diagnoses required or affected patient care, treatment, or management, as required by the ICD Guidelines.
>
> At the direction of Ekbatani, HealthFair violated the FCA by relying on improper diagnostic standards and knowingly submitting unsupported, unsubstantiated, and invalid diagnoses to MAOs, which caused the MAOs to submit unsupported, unsubstantiated, and invalid diagnoses to CMS for certain risk-adjusted payments that they were not entitled to. The following diagnoses and the corresponding hierarchical conditions categories (HCCs) were affected by the FCA violation:
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> 1. Conditions improperly diagnosed without documentation establishing the existence of the condition: HCC 1 (HIV/AIDS), HCC 8 (Metastatic Cancer and Acute Leukemia), HCC 9 (Lung and Other Severe Cancers), HCC 10 (Lymphoma and Other Cancers), HCC 11 (Colorectal, Bladder, and Other Cancers), HCC 12 (Breast, Prostate, and Other Cancers and Tumors), HCC 29 (Chronic Hepatitis), HCC 75 (Myasthenia Gravis/Myoneural Disorders, Inflammatory and Toxic Neuropathy), HCC 77 (Multiple Sclerosis), HCC 78 (Parkinson's and Huntington's Diseases), HCC 136 (Chronic Kidney Disease, Stage 5), HCC 137 (Chronic Kidney Disease, Stage 4), HCC 161 (Chronic Ulcer of Skin, Except Pressure), HCC 167 (Major Head Injury);

2. Conditions improperly diagnosed solely based on one of the following: patient attestation, claims history, past medical history, or medication: HCC 22 (Morbid Obesity), HCC 40 (Rheumatoid Arthritis and Inflammatory Connective Tissue Disease), HCC 48 (Coagulation Defects and Other Specified Hematological Disorders), HCC 54 (Drug/Alcohol Psychosis), HCC 55 (Drug/Alcohol Dependence), HCC 58 (Major Depressive, Bipolar, and Paranoid Disorders), HCC 85 (Congestive Heart Failure), HCC 96 (Specified Heart Arrhythmias), HCC 111 (Chronic Obstructive Pulmonary Disease);

3. Conditions improperly diagnosed despite negative results on echocardiograms or electrocardiograms and without documentation that the condition otherwise existed: HCC 85 (Congestive Heart Failure) and HCC 96 (Specified Heart Arrhythmias); and

4. Improper diagnoses of thrombophilia solely based on separate diagnoses of atrial fibrillation and without documentation that thrombophilia otherwise existed: HCC 48 (Coagulation Defects and Other Specified Hematological Disorders).

That conduct is referred to herein as the "Covered Conduct."

K. Relator claims entitlement under 31 U.S.C. § 3730(d) to a share of the proceeds of this Settlement Agreement.

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. Ekbatani shall make payable to the United States Fifteen Million Dollars ($15,000,000) ("Settlement Amount"), of which Seven Million and Five Hundred Thousand Dollars ($7,500,000) is restitution. Interest shall accrue on the Settlement Amount at the rate of 4.25 percent, from February 1, 2026, through the date of payment. Payments shall be made by electronic funds transfer pursuant to written instructions to be provided by the United States

Attorney's Office for the Eastern District of Texas. The Settlement Amount shall be paid as follows:

a. Ekbatani shall pay Five Million Dollars ($5,000,000), plus interest due under this paragraph, within fifteen (15) business days after the Effective Date of this Agreement.

b. Ekbatani surrenders, transfers, releases, and assigns all interests in the escrow fund of Ten Million Dollars ($10,000,000) ("Escrow Fund"). The Escrow Fund 25D13847XXXX was established on or around February 16, 2018, through the sale of HealthFair to Matrix and is being held by Citibank, N.A. (the "Escrow Agent"). Ekbatani shall provide authorization to the Escrow Agent within fifteen (15) business days after the Effective Date of this Agreement to release and pay Escrow Fund to the United States.

2. Conditioned upon the United States receiving the Settlement Amount, plus interest due under Paragraph 1, the United States agrees that it shall pay to Relator by electronic funds transfer eighteen (18) percent of the Settlement Amount (Relator's Share) as soon as feasible after receipt of the payment.

3. Subject to the exceptions in Paragraph 4 (concerning reserved claims) below, and upon the United States' receipt of the Settlement Amount, plus interest due under Paragraph 1, the United States releases Ekbatani, his heirs, successors, attorneys, agents, and assigns from any civil or administrative monetary claim the United States has against Ekbatani 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.

4. Notwithstanding the releases given in Paragraph 3 of this Agreement, or any other term of this Agreement, the following claims and rights of the United States are specifically reserved and are not released:

a. Any liability arising under Title 26, U.S. Code (Internal Revenue Code);

b. Any criminal liability;

c. Except as explicitly stated in this Agreement, any administrative liability or enforcement right, including mandatory and permissive exclusion from Federal health care programs;

d. Any liability to the United States (or its agencies) for any conduct other than the Covered Conduct;

e. Any liability based upon obligations created by this Agreement;

f. Any liability of individuals other than Ekbatani; or

g. Any liability for express or implied warranty claims or other claims for defective or deficient products or services, including quality of goods and services;

h. Any liability for failure to deliver goods or services due; and

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

5. Relator and Ekbatani have informed the United States that they entered into a separate agreement that contains mutual releases between them.

6. Ekbatani waives and shall not assert any defenses Ekbatani 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.

7. Ekbatani 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 Ekbatani 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.

8. The Settlement Amount shall not be decreased as a result of the denial of claims for payment now being withheld from payment by the Medicare program, any Medicare contractor (e.g., Medicare Administrative Contractor, fiscal intermediary, carrier) or any state payer, related to the Covered Conduct; and Ekbatani agrees not to resubmit to the Medicare program, any Medicare 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.

9. Ekbatani 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 Ekbatani in connection with:

(1) the matters covered by this Agreement;

(2) the United States' audit(s) and civil investigation(s) of the matters covered by this Agreement;

(3) Ekbatani's investigation, defense, and corrective actions undertaken in response to the United States' 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; and

(5) the payment Ekbatani makes to the United States pursuant to this Agreement and any payments that Ekbatani may make to Relator, including costs and attorneys' fees.

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

b. Future Treatment of Unallowable Costs: Unallowable Costs shall be separately determined and accounted for by Ekbatani, and Ekbatani 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 Ekbatani or any of his companies or entities to the Medicare, Medicaid, TRICARE, or FEHBP Programs.

c. Treatment of Unallowable Costs Previously Submitted for Payment: Ekbatani further agrees that within 90 days of the Effective Date of this Agreement, he 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 Ekbatani or any of his companies or entities, 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. Ekbatani agrees that the United States, at a minimum, shall be entitled to recoup from Ekbatani 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 Ekbatani or any of his companies or entities on the effect of inclusion of Unallowable Costs (as defined in this paragraph) on Ekbatani or any of his companies or entities' 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 Ekbatani's books and records to determine that no Unallowable Costs have been claimed in accordance with the provisions of this paragraph.

10. Ekbatani agrees to cooperate fully and truthfully with the United States' investigation of individuals and entities not released in this Agreement. Upon reasonable notice, Ekbatani shall encourage, and agrees not to impair, the cooperation of his associates, and shall use his best efforts to make available, and encourage, the cooperation of his associates, and former directors, officers, and employees of HealthFair for interviews and testimony, consistent with the rights and privileges of such individuals. Ekbatani further agrees to furnish to the

United States, upon request, complete and unredacted copies of all non-privileged documents, reports, memoranda of interviews, and records in his possession, custody, or control concerning any investigation of the Covered Conduct that he has undertaken, or that has been performed by another on his behalf.

11. 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 12 (waiver for beneficiaries paragraph), below.

12. Ekbatani agrees that he 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.

13. Upon receipt of the payment described in Paragraph 1, above, the United States and Relator shall promptly sign and file in the Civil Action a Joint Stipulation of Dismissal of Ekbatani from the Civil Action pursuant to Rule 41(a)(1). Dismissal of Ekbatani by Relator shall be with prejudice to Relator. Dismissal of Ekbatani by the United States shall be with prejudice as to Covered Conduct only. The Court shall retain jurisdiction over the Parties to the extent necessary to enforce the terms and conditions of the Settlement Agreement.

14. Except as required by 31 U.S.C. § 3730(d), each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

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

16. 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 Texas. 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.

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

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

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

20. This Agreement is binding on Ekbatani's successors, transferees, heirs, and assigns.

21. This Agreement is binding on Relator's successors, transferees, heirs, and assigns.

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

23. 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: _____

SAMSON ASIYANBI Digitally signed by SAMSON ASIYANBI Date: 2026.05.21 13:34:07 -04'00'

Samson O. Asiyanbi
Trial Attorney
Commercial Litigation Branch, Civil Division
U.S. Department of Justice

DATED: _____

Kevin McClendon
Assistant United States Attorney
United States Attorney's Office
Eastern District of Texas

DATED: _____

SPENCER TURNBULL Digitally signed by SPENCER TURNBULL Date: 2026.05.20 19:30:44 -04'00'

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

THE UNITED STATES OF AMERICA

DATED: _____

Samson O. Asiyanbi
Trial Attorney
Commercial Litigation Branch, Civil Division
U.S. Department of Justice

DATED: 5/13/2026

Kevin McClendon
Assistant United States Attorney
United States Attorney's Office
Eastern District of Texas

DATED: _____

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: _____

Shahriar Ekbatani (May 13, 2026 07:27:55 EDT)

Shahriah Ekbatani
Defendant

DATED: May 14, 2026

Jesse Panuccio
Alison L. Anderson
Alexander Law
Counsel for Shahriah Ekbatani

ROBERT P. ORISTAGLIO - RELATOR

DATED: 5/14/2026

Robert P. Oristaglio, Jr.
Relator

DATED: 5/14/2026

Rachel V. Rose, Esq.
Rachel V. Rose
Counsel for Robert P. Oristaglio

DATED: 5/14/2026

John Summers
Counsel for Robert P. Oristaglio