UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION

UNITED STATES *ex rel.*, Maureen Gearhart, et al.,	:	Case No. 1:20-cv-970
Plaintiffs/Relators,	:	District Judge Douglas R. Cole
v.	:	
REMEDI SENIORCARE HOLDING CORPORATION, et al.,	:	
Defendants.	:	

CONSENT JUDGMENT AND SETTLEMENT AGREEMENT

This Consent Judgment and 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"), Remedi SeniorCare Holding Corporation ("Remedi"), and Maureen Gearhart and Laura Griffieth ("Relators") (hereafter collectively referred to as "the Parties"), through their authorized representatives.

RECITALS

A. Remedi is a long term care pharmacy company incorporated in Maryland, formerly headquartered in Ohio, and now headquartered in Maryland.

B. On December 2, 2020, Relators filed a *qui tam* action in the United States District Court for the Southern District of Ohio captioned *United States ex rel. Gearhart & Griffieth v. Remedi SeniorCare Holding Corp., et al.*, No. 1:20cv970, pursuant to the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b) (the Civil Action). The United States anticipates intervening in the Civil Action for purposes of settlement on or around the Effective Date of this Agreement.

C. The United States contends that Remedi submitted or caused to be submitted claims for payment to the Medicare Program, Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395lll ("Medicare"); and the Medicaid Program, 42 U.S.C. §§ 1396-1396w-5 ("Medicaid").

D. In order to resolve claims asserted pursuant to state law in the Civil Action, Remedi will be entering into one or more separate settlement agreements (hereinafter referred to as the "Medicaid State Settlement Agreements") with certain states (the "Medicaid Participating States"), in the form to which Remedi and the state negotiating team ("State Team") have agreed, or in a form otherwise agreed to by Remedi and an individual State. The Medicaid Participating States will receive settlement funds from Remedi pursuant to Paragraph 1 below.

E. The United States contends that it has certain civil claims against Remedi arising from the submission of false claims to the Medicare and Medicaid programs for prescription drugs that lacked valid prescriptions and were dispensed to residents of assisted living facilities, during the period from January 1, 2015 through March 31, 2021. That conduct is referred to below as the "Covered Conduct."

F. This Settlement Agreement is neither an admission of liability by Remedi nor a concession by the United States that its claims are not well founded.

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

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

TERMS AND CONDITIONS

1. Payment

a. Remedi agrees to the entry of the Consent Judgment as to the United States in the amount of five million, three hundred eighty-nine thousand, seven hundred and eighty dollars ($5,389,780) ("Settlement Amount"), all of which is restitution, and interest on the Settlement Amount at a rate of 4.5% per annum from May 6, 2026. Remedi's liability under the Consent Judgment is not dischargeable in the event of bankruptcy.

b. Remedi shall pay the Settlement Amount and the above interest to the United States, with the first payment of $1,185,055.16 due no later than September 11, 2026 ("First Payment"), to be paid by electronic funds transfer pursuant to written instructions to be provided by the Civil Division of the United States Department of Justice. The remaining payments ("Payments Over Time") will be made in accord with the payment schedule attached at Exhibit A by electronic funds transfer pursuant to written instructions to be provided by the Civil Division of the United States Department of Justice. Remedi agrees that the United States will apply all payments made by Remedi to the Consent Judgment.

c. If Remedi or its assets are sold before full payment of the Settlement Amount and applicable interest, the unpaid Settlement Amount and applicable interest must be paid in full at the time of sale.

d. Remedi shall pay $110,220 ("State Settlement Amount"), all of which is restitution, and interest on the State Settlement Amount at a rate of 4.5% per annum from May 6, 2026 until full payment, to the Medicaid Participating States, pursuant to written instructions from the State Team and under the terms and conditions of the Medicaid State Settlement Agreements.

2. Conditioned upon the United States receiving the Settlement Amount payments, the United States agrees that it shall pay to Relators by electronic funds transfer twenty percent of each such payment received under the Settlement Agreement ("Relators' Share") as soon as feasible after receipt of the payment.

3. Subject to the exceptions in Paragraph 6 (concerning reserved claims) below, and subject to Paragraph 8 (concerning disclosure of assets), Paragraph 16 (concerning default), and Paragraph 17 (concerning bankruptcy) below, and upon the United States' receipt of the Settlement Amount, plus interest due under Paragraph 1, the United States releases Remedi, together with its former parents and current and former divisions, subsidiaries, affiliates, and assigns 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.

4. Relators have reached separate resolutions with Remedi regarding Relators' claims for reasonable expenses, attorneys' fees, and costs under *inter alia* 31 U.S.C. §§ 3730(d) and (h) (the "Attorneys' Fee Claims") and Relator Gearhart's individual claims for violations of 31 U.S.C. § 3730(h) and of certain provisions of the Ohio Revised Code (the "Retaliation Claims"), which are reflected in separate settlement agreements.

5. Subject to the exceptions in Paragraph 6 below, and subject to Paragraph 8 (concerning disclosure of assets), Paragraph 16 (concerning default), and Paragraph 17 (concerning bankruptcy) below, and upon the United States' receipt of the Settlement Amount, plus interest due under Paragraph 1, Relators, for themselves and for their heirs, successors,

attorneys, agents, and assigns, release Remedi, together with its current and former parents, divisions, subsidiaries, affiliates, successors, and assigns, and each of their directors, officers, agents, employees, and counsel ("Remedi Relator Releasees"), from any action, in law or in equity, suits, debts, liens, contracts, agreements, covenants, promises, liability, obligations, claims, demands, rights of subrogation, contribution and indemnity, damages, loss, cost or expenses, direct or indirect, of any kind or nature whatsoever (including without limitation from any civil monetary claim the Relators have on behalf of the United States or certain states for the conduct alleged in the Civil Action under the FCA, 31 U.S.C. §§ 3729-3733, and their state and local counterparts), including, but not limited to, attorney's fees and costs under 31 U.S.C. § 3730(d), known or unknown, fixed or contingent, foreign, state or federal, under common law, statute or regulation, liquidated or unliquidated, claimed or concealed, and without regard to the date of occurrence, which Relators or their members ever had, now has, may assert, or may in the future claim to have, against Remedi Relator Releasees by reason of any act, cause, matter, or thing whatsoever from the beginning of time to the date hereof. Notwithstanding the foregoing, Relators' release of their Attorney's Fee Claims is not effective unless and until full payment has been made and received as due under the separate Attorney's Fee Claims settlement agreement, and Relator Gearhart's release of her Retaliation Claims is not effective unless and until full payment has been made and received as due under the separate Retaliation Claims settlement agreement.

6. 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 or 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;

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.

7. 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 Relators' receipt of the Relators' Share, 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 Action or under 31 U.S.C. § 3730, and from any claims to a share of the proceeds of this Agreement and/or the Civil Action.

8. Remedi 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. Remedi

warrants that the Financial Disclosures are complete, accurate, and current as of the Effective Date of this Agreement. If the United States learns of asset(s) in which Remedi had an interest of any kind as of the Effective Date of this Agreement (including, but not limited to, promises by insurers or other third parties to satisfy Remedi's obligations under this Agreement) that were not disclosed in the Financial Disclosures, or if the United States learns of any false statement or misrepresentation by Remedi on, or in connection with, the Financial Disclosures, and if such nondisclosure, false statement, or misrepresentation changes the estimated net worth set forth in the Financial Disclosures by $500,000 or more, the United States may at its option: (a) rescind this Agreement and reinstate its suit or file suit based on the Covered Conduct or (b) collect the full Settlement Amount in accordance with the Agreement plus one hundred percent (100%) of the net value of Remedi's previously undisclosed assets. Remedi agrees not to contest any collection action undertaken by the United States pursuant to this provision, and agrees that it will immediately pay the United States the greater of (i) a ten-percent (10%) surcharge of the amount collected in the collection action, 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, pursuant to this paragraph rescinds this Agreement, Remedi waives and agrees not to plead, argue, or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel, or similar theories, to any civil or administrative claims that (a) are filed by the United States within 120 calendar days of written notification to Remedi that this Agreement has been rescinded, and (b) relate to the Covered Conduct, except to the extent these defenses were available on December 2, 2020.

9. Remedi waives and shall not assert any defenses Remedi 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.

10. Remedi 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 Remedi 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. Remedi fully and finally releases the Relators from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that Remedi has asserted, could have asserted, or may assert in the future against the Relators, by reason of any act, cause, matter, or thing whatsoever from the beginning of time to the date hereof.

12. 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 Remedi agrees not to resubmit to 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.

13. Remedi agrees to the following:

a. <u>Unallowable Costs Defined</u>: 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 Remedi, its present or former officers, directors, employees, shareholders, and agents 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) Remedi'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 payments Remedi makes to the United States pursuant to this Agreement and any payments that Remedi may make to Relators, 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 Remedi, and Remedi 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 Remedi or any of its subsidiaries or affiliates to the Medicare, Medicaid, TRICARE, or FEHBP Programs.

c. Treatment of Unallowable Costs Previously Submitted for Payment: Remedi further agrees that within 90 days of the Effective Date of this Agreement it shall identify to applicable Medicare and TRICARE fiscal intermediaries, carriers, and/or contractors, and Medicaid and FEHBP fiscal agents, any Unallowable Costs (as defined in this paragraph) included in payments previously sought from the United States, or any State Medicaid program, including, but not limited to, payments sought in any cost reports, cost statements, information reports, or payment requests already submitted by Remedi 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. Remedi agrees that the United States, at a minimum, shall be entitled to recoup from Remedi 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 Remedi or any of its subsidiaries or affiliates on the effect of inclusion of Unallowable Costs (as defined in this paragraph) on Remedi 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 Remedi's books and records to determine that no Unallowable Costs have been claimed in accordance with the provisions of this paragraph.

14. 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 Paragraphs 3, 4, 5, 10, 11, and 15 (waiver for beneficiaries paragraph), below.

15. Remedi 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 payers based upon the claims defined as Covered Conduct.

16. The Settlement Amount represents the amount the United States is willing to accept in compromise of its civil claims arising from the Covered Conduct due solely to Remedi's financial condition as reflected in the Financial Disclosures referenced in Paragraph 8.

a. In the event that Remedi fails to pay the Settlement Amount as provided in the payment schedule set forth in Paragraph 1 above, Remedi shall be in Default of Remedi's payment obligations ("Default"). The United States will provide a written Notice of Default, and Remedi shall have an opportunity to cure such Default within twenty-one (21) 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 Remedi, or to such other representative as Remedi shall designate in advance in writing. If Remedi fails to cure the Default within twenty-one (21) 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). The United States will execute on the Consent Judgment only upon the occurrence of an Uncured Default.

b. In the event of Uncured Default, Remedi agrees 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 Remedi for the claims that would otherwise be covered by the releases provided in Paragraph 3 above, with any recovery reduced by the amount of any payments previously made by Remedi to the United States under this Agreement; (ii) take any action to execute on the Consent Judgment or 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 Remedi 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, Remedi 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, Remedi 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 Remedi 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 December 2, 2020. Remedi agrees not to contest any offset, recoupment, and/or collection action undertaken by the United States pursuant to this paragraph or the Consent Judgment, 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 Remedi from participating in all Federal health care programs until Remedi pays the Settlement Amount, with interest, as set forth above (Exclusion for Default). OIG-HHS will provide written notice of any such exclusion to Remedi. Remedi 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, Remedi 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. Remedi 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. In exchange for valuable consideration provided in this Agreement, Remedi and Relators acknowledge the following:

a. Remedi has reviewed its financial situation and warrants that it is solvent within the meaning of 11 U.S.C. §§ 547(b)(3) and 548(a)(1)(B)(ii)(I) and shall remain solvent following payment to the United States of the Settlement Amount.

b. In evaluating whether to execute this Agreement, the Parties intend that the mutual promises, covenants, and obligations set forth herein constitute a contemporaneous exchange for new value given to Remedi, 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 Remedi was 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 Remedi'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, Remedi 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 Remedi's debts, or to adjudicate Remedi as bankrupt or insolvent; or seeking appointment of a receiver, trustee, custodian, or other similar official for Remedi or for all or any substantial part of Remedi'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 Remedi for the claims that would otherwise be covered by the releases provided in Paragraph 3 above;

(ii) the United States has an undisputed, noncontingent, and liquidated allowed claim against Remedi in the amount of $36,000,000, 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 Remedi, a receiver, trustee, custodian, or other similar official for Remedi;

(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 Relators; and

(iv) if, notwithstanding subparagraph (iii), any amounts already paid by the United States to the Relators pursuant to Paragraph 2 are recovered from the United States in an action or proceeding filed by a receiver, trustee, creditor, custodian, or similar official in or in connection with a bankruptcy case that is filed within two years of the Effective Date of this Agreement or of any payment made under Paragraph 1.a-c of this Agreement, Relators 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.

f. Remedi agrees that any civil and/or administrative claim, action, or proceeding brought by the United States under Paragraph 17.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. Remedi 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). Remedi waives and shall not plead, argue, or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel, or similar theories, to any such civil or administrative claim, action, or proceeding brought by the United States within 120 days of written notification to Remedi that the releases have been rescinded pursuant to this paragraph, except to the extent such defenses were available on December 2, 2020.

18. Upon receipt of the First Payment described in Paragraph 1.b, above, the United States and Relators shall promptly sign and file in the Civil Action a Joint Stipulation of Dismissal of the Federal Claims in the Civil Action pursuant to Rule 41(a)(1), stipulating to the dismissal (a) with prejudice to the United States of the claims arising from the Covered Conduct, (b) without prejudice to the United States of all remaining claims, and (c) with prejudice to Relators of all claims in the Action. The dismissal by the Medicaid Participating States shall be addressed in the Medicaid Participating States' Settlement Agreements.

19. Except as otherwise provided, 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 venue for any dispute relating to this Agreement is the United States District Court for the Southern District of Ohio. 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 agreement between the Parties. This Agreement may not be amended except by written consent of the Parties. Forbearance by the United States from pursuing any remedy or relief available to it under this Agreement shall not constitute a waiver of rights under this Agreement.

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 Remedi's successors, transferees, heirs, and assigns.

26. This Agreement is binding on Relators' 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 of this Agreement). Electronic transmissions of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

THE UNITED STATES OF AMERICA

DATED: 9/11/2026 BY: Laurie A. Oberembt
Laurie A. Oberembt
Senior Litigation Counsel
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: 9/9/26 BY: Brandi M. Stewart
Brandi M. Stewart
Assistant United States Attorney
Southern District of Ohio

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: ______________________________

Laurie A. Oberembt
Senior Litigation Counsel
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: __________ BY: ______________________________

Brandi M. Stewart
Assistant United States Attorney
Southern District of Ohio

DATED: 9/10/2026 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

REMEDI SENIORCARE HOLDING CORPORATION - DEFENDANT

DATED: 9/9/2026 BY: ______________________

Hammad Shah
Chief Executive Officer
Remedi SeniorCare Holding Corporation

DATED: __________ BY: ______________________

Eric W. Sitarchuk, Esq.
Counsel for Remedi SeniorCare Holding Corporation

REMEDI SENIORCARE HOLDING CORPORATION - DEFENDANT

DATED: ________ BY: ____________________

Hammad Shah
Chief Executive Officer
Remedi SeniorCare Holding Corporation

DATED: 9/9/26 BY: Eric W. Sitarchuk /BN

Eric W. Sitarchuk, Esq.
Counsel for Remedi SeniorCare Holding Corporation

MAUREEN GEARHART and LAURA GRIFFIETH - RELATORS

DATED: 9/19/2026 BY: Maureen Gearhart

Maureen Gearhart

DATED: _________ BY: ____________________________

Laura Griffieth

DATED: _________ BY: ____________________________

B. Nathaniel Garrett, Esq.
Julie Webster Popham, Esq.
James A. Tate, Esq.
Counsel for Relators

DATED: _________ BY: ____________________________

Kelly Mulloy Meyers, Esq.
Counsel for Relators

MAUREEN GEARHART and LAURA GRIFFIETH - RELATORS

DATED: ________ BY: ____________________
Maureen Gearhart

DATED: 9/9/26 BY: ____________________
Laura Griffieth

DATED: 9 Sept. 2026 BY: ____________________
James A. Tate
B. Nathaniel Garrett, Esq.
Julie Webster Popham, Esq.
James A. Tate, Esq.
Counsel for Relators

DATED: 09. Sept. 2026 BY: ____________________
Kelly Mulloy Meyers, Esq.
Counsel for Relators

EXHIBIT A

Remedi SeniorCare Holding Corporation

			4.50%		
No	Date	Payment	Interest	Principal	Balance
	5/6/2026				5,389,780.00
*Up Front	9/11/2026	1,185,055.16	85,055.16	1,100,000.00	4,289,780.00
Comp Int	12/11/2026		48,127.81	(48,127.81)	4,337,907.81
1	1/11/2027	135,427.71	16,267.15	119,160.56	4,218,747.25
2	2/11/2027	134,980.86	15,820.30	119,160.56	4,099,586.69
3	3/11/2027	134,534.01	15,373.45	119,160.56	3,980,426.13
4	4/11/2027	134,087.16	14,926.60	119,160.56	3,861,265.57
5	5/11/2027	133,640.31	14,479.75	119,160.56	3,742,105.01
6	6/11/2027	133,193.45	14,032.89	119,160.56	3,622,944.45
7	7/11/2027	132,746.60	13,586.04	119,160.56	3,503,783.89
8	8/11/2027	132,299.75	13,139.19	119,160.56	3,384,623.33
9	9/11/2027	131,852.90	12,692.34	119,160.56	3,265,462.77
10	10/11/2027	101,615.91	12,245.49	89,370.42	3,176,092.35
11	11/11/2027	101,280.77	11,910.35	89,370.42	3,086,721.93
12	12/11/2027	100,945.63	11,575.21	89,370.42	2,997,351.51
13	1/11/2028	100,610.49	11,240.07	89,370.42	2,907,981.09
14	2/11/2028	100,275.35	10,904.93	89,370.42	2,818,610.67
15	3/11/2028	99,940.21	10,569.79	89,370.42	2,729,240.25
16	4/11/2028	99,605.07	10,234.65	89,370.42	2,639,869.83
17	5/11/2028	99,269.93	9,899.51	89,370.42	2,550,499.41
18	6/11/2028	98,934.79	9,564.37	89,370.42	2,461,128.99
19	7/11/2028	98,599.65	9,229.23	89,370.42	2,371,758.57
20	8/11/2028	98,264.51	8,894.09	89,370.42	2,282,388.15
21	9/11/2028	97,929.38	8,558.96	89,370.42	2,193,017.73
22	10/11/2028	97,594.24	8,223.82	89,370.42	2,103,647.31
23	11/11/2028	97,259.10	7,888.68	89,370.42	2,014,276.89
24	12/11/2028	96,923.96	7,553.54	89,370.42	1,924,906.47
25	1/11/2029	96,588.82	7,218.40	89,370.42	1,835,536.05
26	2/11/2029	96,253.68	6,883.26	89,370.42	1,746,165.63
27	3/11/2029	95,918.54	6,548.12	89,370.42	1,656,795.21
28	4/11/2029	95,583.40	6,212.98	89,370.42	1,567,424.79
29	5/11/2029	95,248.26	5,877.84	89,370.42	1,478,054.37
30	6/11/2029	94,913.12	5,542.70	89,370.42	1,388,683.95
31	7/11/2029	94,577.98	5,207.56	89,370.42	1,299,313.53
32	8/11/2029	94,242.85	4,872.43	89,370.42	1,209,943.11
33	9/11/2029	93,907.71	4,537.29	89,370.42	1,120,572.69
34	10/11/2029	93,572.57	4,202.15	89,370.42	1,031,202.27
35	11/11/2029	93,237.43	3,867.01	89,370.42	941,831.85
36	12/11/2029	92,902.29	3,531.87	89,370.42	852,461.43
37	1/11/2030	92,567.15	3,196.73	89,370.42	763,091.01
38	2/11/2030	92,232.01	2,861.59	89,370.42	673,720.59
39	3/11/2030	91,896.87	2,526.45	89,370.42	584,350.17
40	4/11/2030	91,561.73	2,191.31	89,370.42	494,979.75
41	5/11/2030	91,226.59	1,856.17	89,370.42	405,609.33
42	6/11/2030	90,891.45	1,521.03	89,370.42	316,238.91
43	7/11/2030	90,556.32	1,185.90	89,370.42	226,868.49
44	8/11/2030	90,221.18	850.76	89,370.42	137,498.07
45	9/11/2030	89,886.04	515.62	89,370.42	48,127.65
46	10/11/2030	48,308.13	180.48	48,127.65	0.00
	TOTAL	**5,883,161.02**	**493,381.02**	**5,389,780.00**	