

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”), Heal 360 Primary Care, PLLC, Heal 360 Urgent Care, PLLC, and Mohammed Amer Mohiuddin (collectively “Defendants”) and Dennis G. Hooper, Jeffrey Hooper, David Murcott, and Syed Hasan (collectively the “Relators”) (the United States, Defendants, and Relators are hereinafter collectively referred to as the “Parties”), through their authorized representatives.

RECITALS

A. Mohammed Amer Mohiuddin, M.D. (“Mohiuddin”) is a physician based in Plano, Texas.

B. Heal 360 Primary Care, PLLC and Heal 360 Urgent Care, PLLC (together, the “Heal 360 entities”) are medical clinics with registered office addresses in Plano, Texas. The Heal 360 entities provided health care services throughout the course of the COVID-19 Public Health Emergency, including specimen collection services for COVID-19 tests.

C. At all times relevant to this Agreement, Mohiuddin was the sole owner of the Heal 360 entities.

D. On July 21, 2021, relator RealTime Laboratories, Inc. filed a *qui tam* action in the United States District Court for the Eastern District of Texas captioned *United States ex rel. RealTime Laboratories, Inc., v. Heal 360 Primary Care, PLLC et al.*, No. 4:21-cv-00569 pursuant to the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b). On or about December 28, 2023, relator amended the complaint to substitute Dennis G. Hooper, Jeffrey

Hooper, and David Murcott, the then-owners of RealTime Laboratories, Inc., as relators.

Hereinafter Dennis G. Hooper, Jeffrey Hooper, and David Murcott are referred to collectively as the “Eastern District Relator Group.”

E. On June 21, 2022, relator Syed Hasan filed a *qui tam* action in the United States District Court for the Northern District of Texas captioned *United States ex rel. Hasan v. Heal 360 Urgent Care PLLC et al.*, No. 3:22-CV-1333, pursuant to the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b) (together, with the *qui tam* action in paragraph D, the “Civil Actions”).

F. The Health Resources and Services Administration (“HRSA”) is an agency of HHS. The United States contends that Defendants submitted or caused to be submitted claims for payment to the HRSA COVID-19 Claims Reimbursement to Health Care Providers and Facilities for Testing, Treatment, and Vaccine Administration for the Uninsured Program (the “UIP”).

G. The UIP provided claims reimbursement to health care providers, generally at Medicare rates, for COVID-19 testing, testing-related treatment, treatment, and vaccination services performed on uninsured individuals.

H. The United States contends that it has certain civil claims against Defendants arising from their knowingly submitting and/or causing the submission of false claims for payment to the UIP from January 1, 2021 to March 23, 2022 for evaluation and management services that were not performed.

1. Claims for evaluation and management services (“E/M Services”), also sometimes referred to as “office visits,” are submitted under Current Procedural Terminology (“CPT”) Codes, and vary in level of complexity. Higher level codes reflect increased complexity, such as a higher level of decision-making, more detailed history, or longer duration of time.

2. During the COVID-19 Public Health Emergency (PHE), CMS approved the use of CPT code 99211 for COVID-19 test specimen collection. Physicians and non-physician practitioners, such as nurse practitioners (NPs), were required to use CPT Code 99211 to bill for COVID-19 specimen collection billed by clinical staff incident to their services. By contrast, Levels 3 and 4 E/M Services (i.e. CPT Codes 99203 and 99204 for new patients, and 99213 and 99214 for established patients) are codes for higher level E/M services (the “Higher Level E/M Services”) that could not be used for mere specimen collection.
3. During the COVID-19 PHE, under Mohiuddin’s oversight and direction, the Heal 360 entities operated and provided services at dozens of COVID-19 testing sites in Texas, the vast majority of which were walk up or drive through testing sites (the “COVID test sites”). Patients could register online or at the site to receive a COVID-19 test.
4. At the COVID test sites, patients remained in their vehicles while Heal 360 staff checked them in and performed specimen collection services through nasal swabs for COVID-19 tests. No other medical treatment was rendered.
5. Defendants knew that the appropriate CPT Codes for the services provided at the COVID test sites were specimen collection codes, namely CPT Codes 99211 and G2023. Nevertheless, Defendants submitted claims under CPT Codes for Higher Level E/M Services that were reimbursed at substantially higher rates than reimbursements for specimen collection.
6. In order to create the appearance that Higher Level E/M Services were being performed, Defendants created fictitious, template-generated medical records to correspond to the dates of service for testing that made it appear as if E/M services occurred, for example by including sections for “past medical history” and “examination.” The charts were generated by remote scribes located overseas who input information collected at the COVID test sites into the records.
7. From January 1, 2021 through March 23, 2022, for the services provided at the COVID test sites, Defendants submitted or caused the submission of hundreds of thousands of claims by the Heal 360 entities to the UIP for Higher Level E/M Services. Although Mohiuddin did not visit or treat patients at the COVID tests sites, he was listed on the majority of the claims as the rendering physician.
8. As a result of these false claims for payment for E/M Services that were not performed, Defendants received payments from the UIP to which they were not entitled.

This conduct is referred to below as the “Covered Conduct.”

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

J. Defendants deny the allegations in Paragraph H.

K. Relators claim 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.

L. Defendants and the Eastern District Relator Group have resolved the Eastern District Relator Group's claim for reasonable expenses, attorneys' fees and costs by separate confidential 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. Defendants shall pay to the United States Twenty Million Dollars (\$20,000,000) ("Settlement Amount"), of which Ten Million (\$10,000,000) is restitution, plus interest on the Settlement Amount at a rate of 4.375% per annum from August 17, 2026. Defendants shall be credited \$9,100,784.85 for payments already made by Defendants to the United States. Defendants shall pay the remaining balance of \$10,899,215.15, plus accrued interest, pursuant to the payment schedule attached as Exhibit A ("Payments Over Time") by electronic funds transfer pursuant to written instructions to be provided by the Civil Division of the United States. The Payments Over Time may be prepaid, in whole or in part, without penalty or premium.

2. Conditioned upon the United States receiving each Settlement Amount payment, described in Paragraph 1 above, the United States agrees that it shall pay by electronic funds transfer 17 percent of each such payment received under the Settlement Agreement (Relator's Share) as soon as feasible after receipt of the payment to the Eastern District Relator Group, who

shall promptly notify Hasan of receipt of the payment and then, within fourteen (14) business days, remit to Hasan his portion of the Relator's Share pursuant to the terms of a separate agreement reached between the Relators regarding the division of Relator's Share.

3. Defendants and Relators agree that: a) the United States District Court in which the *qui tam* Civil Actions were filed shall have continuing jurisdiction to issue orders in their respective case with regard to any remaining disputes over attorneys' fees, expenses, and costs; and b) Relator Syed Hasan will have a period of 60 days from the entry of final judgment on all claims in his *qui tam* Civil Action (*see* ¶ 19, *infra*), to file a motion under 31 U.S.C. § 3730(d) seeking attorneys' fees, expenses, and costs from Defendants. Defendants expressly reserve the right to challenge Relator Syed Hasan's claims for attorneys' fees under 31 U.S.C. § 3730 based on the statute's plain language.

4. Subject to the exceptions in Paragraph 6 (concerning reserved claims) below, and subject to Paragraph 17 (concerning default) and Paragraph 18 (concerning bankruptcy) below, and upon the United States' receipt of the Settlement Amount plus interest due under Paragraph 1, the United States releases Defendants 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.

5. Subject to the exceptions in Paragraph 6 (concerning reserved claims) below, and subject to Paragraph 17 (concerning default) and Paragraph 18 (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

Defendants from any civil monetary claim the Relators have on behalf of the United States for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733.

6. Notwithstanding the releases given in Paragraph 4 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 other than Defendant Mohiuddin;
- 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 the Eastern District Relator Group's receipt of the Relator's 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 Actions or under 31 U.S.C. § 3730, and from any claims to a share of the proceeds of this Agreement and/or the Civil Actions.

8. The Eastern District Relator Group, for themselves and for their heirs, successors, attorneys, agents, and assigns, release Defendants, and their officers, agents, and employees, from any liability to the Eastern District Relator Group arising from the filing of their Civil Action, including all claims against Defendants under 31 U.S.C. § 3730(d) for expenses or attorneys' fees and costs. Relator Syed Hasan, for himself and for his heirs, successors, attorneys, agents, and assigns, releases Defendants, and their officers, agents, and employees, from any liability to Relator Syed Hasan arising from the filing of his Civil Action, except all claims against Defendants under 31 U.S.C. § 3730(d) for expenses or attorneys' fees and costs.

9. Defendants waive and shall not assert any defenses Defendants 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. Defendants fully and finally release 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 Defendants have 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. Defendants fully and finally release the Relators from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that Defendants have asserted, could have asserted, or may assert in the future against the Relators, related to the Covered Conduct and the Relators' investigation and prosecution thereof.

12. The Settlement Amount shall not be decreased as a result of the denial of claims for payment now being withheld from payment by the UIP related to the Covered Conduct; and Defendants agree not to resubmit to the UIP 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.

13. Defendants 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. §§ 1395-1395lll and 1396-1396w-5; and the regulations and official program directives promulgated thereunder) incurred by or on behalf of Defendants, their 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 and any criminal investigation(s) of the matters covered by this Agreement;
- (3) Defendants' investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and civil and any criminal investigation(s) in connection with the matters covered by this Agreement (including attorneys' fees);
- (4) the negotiation and performance of this Agreement; and

(5) the payment Defendants make to the United States pursuant to this Agreement and any payments that Defendants 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 Defendants, and Defendants 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 Defendants or any of their subsidiaries or affiliates to the Medicare, Medicaid, TRICARE, or FEHBP Programs.

c. Treatment of Unallowable Costs Previously Submitted for Payment: Defendants further agree that within 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 Defendants or any of their 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. Defendants agree that the United States, at a minimum, shall be entitled to recoup from Defendants 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 Defendants or any of their subsidiaries or affiliates on the effect of inclusion of Unallowable Costs (as defined in this paragraph) on Defendants or any of their 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 Defendants' books and records to determine that no Unallowable Costs have been claimed in accordance with the provisions of this paragraph.

14. Mohiuddin agrees to cooperate fully and truthfully with the United States' investigation of individuals and entities not released in this Agreement. Upon reasonable notice, Mohiuddin shall encourage, and agrees not to impair, the cooperation of the Heal 360 entities' directors, officers, and employees, and shall use his best efforts to make available, and encourage, the cooperation of former directors, officers, and employees for interviews and testimony, consistent with the rights and privileges of such individuals. Mohiuddin further agrees to furnish to the United States, upon request, complete and unredacted copies of all non-privileged documents, reports, memoranda of interviews, text messages, Slack and WhatsApp messages and other electronic communications, and records in his possession, custody, or control concerning any investigation of the Covered Conduct that Defendants have undertaken, or that has been performed by another on their behalf. Mohiuddin further agrees to make himself available for in person and/or video interviews starting within 30 days of the Effective Date of the Agreement, and on an ongoing basis as needed.

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. Defendants 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 arising from the Covered Conduct pursuant to the Terms and Conditions in this Agreement.

a. In the event that Defendants fail to pay the Settlement Amount as provided in the Paragraph 1 above and Exhibit A hereto, Defendants shall be in Default of their payment obligations (“Default”). The United States will provide a written Notice of Default, and Defendants shall have an opportunity to cure such Default within seven (7) calendar days from the date of receipt of the Notice of Default by making the payment due under the payment schedule and paying any additional interest accruing under the Settlement Agreement up to the date of payment. Notice of Default will be delivered to Defendants, or to such other representative as Defendants shall designate in advance in writing. If Defendants fail to cure the Default within seven (7) calendar days of receiving the Notice of Default and in the absence of an agreement with the United States to a modified payment schedule (“Uncured Default”), the remaining unpaid balance of the Settlement Amount shall become immediately due and payable, and interest on the remaining unpaid balance shall thereafter accrue at the rate of 12% per annum, compounded daily from the date of Default, on the remaining unpaid total (principal and interest balance).

b. In the event of Uncured Default, Defendants agree that the United States, at its sole discretion, may (i) retain any payments previously made, rescind this Agreement and pursue the Civil Actions or bring any civil and/or administrative claim, action, or proceeding against Defendants for the claims that would otherwise be covered by the releases provided in Paragraph 4 above with any recovery reduced by the amount of any payments previously made by Defendants to the United States under this Agreement; (ii) take any action to enforce this Agreement in a new action or by reinstating the Civil Actions; (iii) offset the remaining unpaid balance from any amounts due and owing to Defendants 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, Defendants 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, Defendants 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 are (i) filed by the United States against Defendants 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 the Effective Date. Defendants 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.

c. In the event of Uncured Default, OIG-HHS may exclude any Defendant from participating in all Federal health care programs until Defendants pay the Settlement Amount, with interest, as set forth above (Exclusion for Default). OIG-HHS will provide written notice of any such exclusion to such Defendant. Defendants 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, any Defendant 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. Such Defendant 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, Defendants and Relators acknowledge the following:

a. Defendants have each reviewed their respective financial situation and each 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 Defendants, 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 Defendants 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 Defendants' 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, Defendants or a third party commence a case, proceeding, or other action under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors seeking any order for relief of Defendants' debts, or to adjudicate Defendants as bankrupt or insolvent; or seeking appointment of a receiver, trustee, custodian, or other similar official for Defendants or for all or any substantial part of Defendants' assets:

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

(ii) the United States has an undisputed, noncontingent, and liquidated allowed claim against Defendants in the amount of \$86,179,935 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 Defendants, a receiver, trustee, custodian, or other similar official for Defendants;

(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 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. Defendants 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. Defendants 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). Defendants 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 120 days of written notification to Defendants that the releases have been rescinded pursuant to this paragraph, except to the extent such defenses were available on the Effective Date.

19. As soon as feasible after the Effective Date of the Settlement Agreement, the United States will file a notice of intervention and settlement in each of the Civil Actions, which will be accompanied by a Stipulation of Dismissal executed by plaintiff parties pursuant to Rule 41(a)(1). Each Stipulation of Dismissal shall be with prejudice as to the United States and Relators as to the Covered Conduct and with prejudice as to Relators and without prejudice as to the United States as to all other claims by Relators in the Civil Actions.

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 it 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 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.

23. 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.

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 Defendants' successors, transferees, heirs, and assigns.

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

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

29. 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.

[SIGNATURE PAGE(S) FOLLOW]

THE UNITED STATES OF AMERICA

DATED: 9/28/26

BY:



ELIZABETH J. KAPPAKAS
Trial Attorney
Commercial Litigation Branch
Civil Division
United States Department of Justice

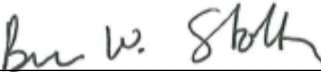
DATED: _____

BY:

JAMES GILLINGHAM
KEVIN MCCLENDON
Assistant United States Attorneys
Eastern District of Texas

DATED: 9/24/2026

BY:



BRIAN STOLTZ
NAJIB GAZI
Assistant United States Attorneys
Northern District of Texas

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: _____

ELIZABETH J. KAPPAKAS
Trial Attorney
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: _____

BY: _____

 Digitally signed by JAMES
GILLINGHAM
Date: 2026.09.28 10:40:00 -05'00'
JAMES GILLINGHAM
KEVIN MCCLENDON
Assistant United States Attorneys
Eastern District of Texas

DATED: _____

BY: _____

BRIAN STOLTZ
NAJIB GAZI
Assistant United States Attorneys
Northern District of Texas

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: _____

ELIZABETH J. KAPPAKAS
Trial Attorney
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: _____

BY: _____

JAMES GILLINGHAM
KEVIN MCCLENDON
Assistant United States Attorneys
Eastern District of Texas

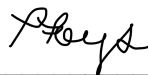
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BY: _____

BRIAN STOLTZ
NAJIB GAZI
Assistant United States Attorneys
Northern District of Texas

DATED: 9/25/2026

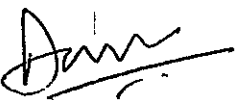
BY: _____


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

DEFENDANTS

DATED: 9/25/26

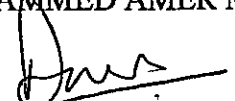
BY:



MOHAMMED AMER MOHIUDDIN

DATED: 9/25/26

BY:



MOHAMMED AMER MOHIUDDIN
HEAL 360 Primary Care, PLLC

DATED: 9/25/26

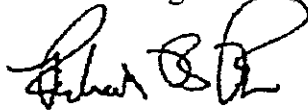
BY:



MOHAMMED AMER MOHIUDDIN
HEAL 360 Urgent Care, PLLC

DATED: 9-25-2026

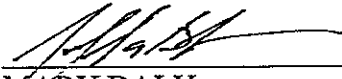
BY:



RICHARD ROPER
Vartabedian Katz Hester & Haynes
Counsel for Defendants

DATED: 9/25/2026

BY:



MARY DALY
JEFF JENSEN
Torridon Law
Counsel for Defendants

RELATORS DENNIS G. HOOPER, JEFFREY HOOPER, AND DAVID MURCOTT

DATED: 9-25-2026 BY: Dennis G. Hooper
DENNIS G. HOOPER

DATED: _____ BY: _____
JEFFREY HOOPER

DATED: _____ BY: _____
DAVID MURCOTT

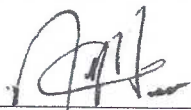
DATED: _____ BY: _____
RACHEL ROSE
Counsel for Relators Dennis G. Hooper, Jeffrey Hooper,
and David Murcott

RELATORS DENNIS G. HOOPER, JEFFREY HOOPER, AND DAVID MURCOTT

DATED: _____

BY: _____
DENNIS G. HOOPER

DATED: 9/25/2026

BY:  _____
JEFFREY HOOPER

DATED: _____

BY: _____
DAVID MURCOTT

DATED: _____

BY: _____
RACHEL ROSE
Counsel for Relators Dennis G. Hooper, Jeffrey Hooper,
and David Murcott

RELATORS DENNIS G. HOOPER, JEFFREY HOOPER, AND DAVID MURCOTT

DATED: _____

BY: _____

DENNIS G. HOOPER

DATED: _____

BY: _____

JEFFREY HOOPER

DATED: 9/25/26

BY: _____

DAVID MURCOTT

DATED: _____

BY: _____

RACHEL ROSE

Counsel for Relators Dennis G. Hooper, Jeffrey Hooper,
and David Murcott

RELATORS DENNIS G. HOOPER, JEFFREY HOOPER, AND DAVID MURCOTT

DATED: _____ BY: _____
DENNIS G. HOOPER

DATED: _____ BY: _____
JEFFREY HOOPER

DATED: _____ BY: _____
DAVID MURCOTT

DATED: 9/25/26 BY: Rachel V. Rose
RACHEL ROSE
Counsel for Relators Dennis G. Hooper, Jeffrey Hooper,
and David Murcott

RELATOR SYED HASAN

DATED: 09/24/26

BY:

Syed Hasan
SYED HASAN

DATED: 09/24/2026

BY:

Gerald Robinson
GERALD ROBINSON
Nichols Kaster, PLLP
Counsel for Relator Syed Hassan

EXHIBIT A

Date	Payment	4.375% Interest	Principal	Balance
08/17/2026				\$10,899,215.15
12/15/2026	\$3,789,853.72	156,769.53	\$3,633,084.19	\$7,266,130.96
03/15/2027	\$3,711,468.82	\$78,384.63	\$3,633,084.19	\$3,633,046.77
06/13/2027	\$3,672,238.88	\$39,192.11	\$3,633,046.77	-
Total	\$11,173,561.42	\$274,346.27	\$10,899,215.15	

*The principal settlement of \$20,000,000 was reduced by payments already received.