

SETTLEMENT AGREEMENT

I. PARTIES

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 of the Department of Health and Human Services (OIG-HHS), the Office of Personnel Management (OPM), which administers the Federal Employees Health Benefits Program (FEHBP), and the TRICARE Management Activity (TMA), through its General Counsel (collectively, "the United States"); James Arch Nelson ("Nelson"); and Sheryl B. Ghrist ("Relator") (hereafter referred to as "the Parties") through their authorized representatives.

II. PREAMBLE

As a preamble to this Agreement, the Parties agree to the following:

A. Nelson resides at 1070 Lake Shore Overlook, Alpharetta, Georgia, 30005. From January, 1999 to June, 2005, Nelson was the President and Chief Executive Officer of Orthoscript, Inc., a Georgia corporation. Orthoscript is a Durable Medical Equipment (DME) supplier and has participated in the Medicare, FEHBP, and TRICARE programs since January 1999.

B. On June 20, 2003, Relator filed a complaint pursuant to the qui tam provisions of the False Claims Act, 31 U.S.C. 3730(b), in the United States District Court for the Northern District of Georgia, captioned U.S. ex rel. Ghrist v. Orthoscript, James A. Nelson and Angela Isley, Civil Action No. 1:03-CV-1726-JOF. The United States intervened and thereafter filed the United States' Complaint on April 19, 2005 (hereinafter the "Civil Action").

C. The United States contends that Nelson submitted or caused to be submitted false claims for payment to the Medicare program, Title XVIII of

the Social Security Act, 42 U.S.C. §§ 1395-1395ggg, to the FEHBP, 5 U.S.C. §§ 8901-8914, and to the TRICARE program, 10 U.S.C. §§ 1071-1110.

D. The United States contends that it has certain civil claims, as specified in paragraph 2 below, against Nelson for engaging in the following conduct: from January 1, 1999 through December 31, 2003 (for Medicare claims), and through December 31, 2004 (for FEHBP and TRICARE claims). Orthoscript billed the Medicare, FEHBP and TRICARE programs under the wrong, higher paying Healthcare Common Procedure Coding System (HCPCS) codes, and as a result received monies to which it was not entitled (upcoding) as follows: 1) Orthoscript submitted false claims for payment for walking boots under HCPCS codes L2114, L2116, and L1960, instead of billing the walking boots under the applicable HCPCS codes, L2999, L4360, and L4386; 2) Orthoscript submitted false claims for payment for prefabricated wrist splints under HCPCS codes for custom-made wrist splints, L3800 and L3907, instead of billing the wrist splints under the applicable code for prefabricated wrist splints, L3908; and 3) Orthoscript submitted false claims for non-covered arm splints under HCPCS code L3670, when the appropriate code was A4565. For all of the conduct set forth in this paragraph, the United States contends that Nelson, for himself and on behalf of Orthoscript, knowingly submitted or caused to be submitted false claims to these federal health care programs. The alleged conduct described in this paragraph shall hereinafter be referred to as the "Covered Conduct."

E. The United States also contends that it has certain administrative claims against Nelson for engaging in the Covered Conduct.

F. To avoid the delay, uncertainty, inconvenience, and expense of protracted litigation of the above claims, the Parties reach a full and final settlement pursuant to the Terms and Conditions below.

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III. TERMS AND CONDITIONS

1. Nelson agrees to pay to the United States the sum of \$25,000.00 (the "Settlement Amount"). The United States agrees to pay eighteen percent (18%), or \$4,500.00, of the Settlement Amount to Relator. The foregoing payments shall be made as follows:

- a. Nelson shall pay the Settlement Amount to the United States by certified funds made payable to the U.S. Attorney's Office for the Northern District of Georgia. Nelson agrees to make this payment on the Effective Date of this Agreement. Nelson agrees that the Settlement Amount is not a full satisfaction of the amount claimed to be owed to the United States as a result of the Covered Conduct.
- b. Contingent upon the United States receiving the Settlement Amount from Nelson and as soon as feasible after receipt, the United States agrees to pay Relator \$4,500.00.

2. Subject to the exceptions in Paragraph 5 below, in consideration of the obligations of Nelson in this Agreement, conditioned upon Nelson's full payment of the Settlement Amount, and subject to Paragraph 19 below (concerning bankruptcy proceedings commenced within 91 days of the Effective Date of this Agreement), the United States (on behalf of itself, its officers, agents, agencies, and departments) agrees to release Nelson from any civil or administrative monetary claim the United States has or may have 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 under the common law theories of payment by mistake,



unjust enrichment, and fraud. No other individuals are released by this Agreement. This release does not constitute full satisfaction of amounts claimed to be owed to the United States as a result of the Covered Conduct.

3. Subject to the exceptions in Paragraph 5 below, in consideration of the obligations of Nelson in this Agreement, conditioned upon Nelson's full payment of the Settlement Amount, and subject to Paragraph 19 below (concerning bankruptcy proceedings commenced within 91 days of the Effective Date of this Agreement), Relator, for herself and for her heirs, successors, attorneys, agents, and assigns, agrees to release Nelson from any civil monetary claim the United States has or may have for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733.

4. Voluntary Exclusion:

a. In compromise and settlement of the rights of OIG-HHS to exclude Nelson pursuant to 42 U.S.C. § 1320a-7(a)(1), based on his agreement to plead guilty to Misprision of Felony under 18 U.S.C. § 4, and 42 U.S.C. § 1320a-7(b)(7), based on the Covered Conduct, Nelson agrees to be excluded under these statutory provisions from Medicare, Medicaid, and all other Federal health care programs, as defined in 42 U.S.C. § 1320a-7b(f), for a period of 10 years. The exclusion under 42 U.S.C. § 1320a-7(a)(1) and 42 U.S.C. § 1320a-7(b)(7) shall be effective upon the Effective Date of this Agreement and run concurrently.

b. Such exclusion shall have national effect and shall also apply to all other federal procurement and nonprocurement programs. Federal

health care programs shall not pay anyone for items or services, including administrative and management services, furnished, ordered, or prescribed by Nelson in any capacity while Nelson is excluded. This payment prohibition applies to Nelson and all other individuals and entities (including, for example, anyone who employs or contracts with Nelson, and any hospital or other provider where Nelson provides services). The exclusion applies regardless of who submits the claim or other request for payment. Nelson shall not submit or cause to be submitted to any Federal health care program any claim or request for payment for items or services, including administrative and management services, furnished, ordered, or prescribed by Nelson during the exclusion. Violation of the conditions of the exclusion may result in criminal prosecution, the imposition of civil monetary penalties and assessments, and an additional period of exclusion. Nelson further agrees to hold the Federal health care programs, and all federal beneficiaries and/or sponsors, harmless from any financial responsibility for items or services furnished, ordered, or prescribed to such beneficiaries or sponsors after the effective date of the exclusion. Nelson waives any further notice of the exclusion under 42 U.S.C. § 1320a-7(a)(1) and 42 U.S.C. § 1320a-7(b)(7), and agrees not to contest such exclusion either administratively or in any state or federal court.

c. Reinstatement to program participation is not automatic. If Nelson wishes to be reinstated, Nelson must submit a written request for reinstatement to the OIG in accordance with the provisions of 42 C.F.R. §§ 1001.3001-.3005. Such request may be made to the OIG no earlier than 120



days prior to the expiration of the period of exclusion set forth above.

Reinstatement becomes effective only upon notice of reinstatement by the OIG after OIG approval of the application by Nelson. Obtaining another license, moving to another state, or obtaining a provider number from a Medicare contractor, a state agency, or a Federal health care program does not reinstate Nelson's eligibility to participate in these programs.

d. In compromise and settlement of the rights of the Office of Personnel Management to debar Nelson from the FEHBP pursuant to 5 U.S.C. § 8902a, based upon the Covered Conduct, Nelson agrees to be debarred under this statutory provision from the FEHBP for a period of 10 years. The debarment shall be effective upon the Effective Date of this Agreement and shall end only after Nelson has applied for reinstatement in the FEHBP pursuant to the applicable regulations after the 10 year period ends.

5. Notwithstanding any term of this Agreement, specifically reserved and excluded from the scope and terms of this Agreement as to any entity or person (including Nelson and Relator) are the following claims of the United States:

- a. Any civil, criminal, or administrative liability arising under Title 26, U.S. Code (Internal Revenue Code);
- b. Any criminal liability;
- c. Any liability to the United States (or its agencies) for any conduct other than the Covered Conduct;

d. Except as explicitly stated in this Agreement, any administrative liability, including mandatory exclusion from Federal health care programs;

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

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

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

h. Any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct; and,

i. Any liability of individuals other than Nelson.

6. Relator and her heirs, successors, attorneys, agents, and assigns agree not to object to this Agreement and 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) and, conditioned upon receipt of Relator's share, Relator, for herself individually, and for her heirs, successors, agents, and assigns, fully and finally releases, waives, and forever discharges the United States, its officers, agents, and employees, from any claims arising from or relating to any claim brought against Nelson pursuant to 31 U.S.C. § 3730; from any claims arising from the filing of the Civil Action as to Nelson; and from any other claims for a share of the Settlement Amount; and in full settlement of any claims Relator may have under this Agreement. Provided, however, that Relator shall retain the

right to claim a share of any amounts collected by the United States, or participate in any proceedings by the United States, pursuant to paragraphs 8 or 19 of this Agreement. This Agreement does not resolve or in any manner affect any claims the United States has or may have against the Relator arising under Title 26, U.S. Code (Internal Revenue Code), or any claims arising under this Agreement.

7. Conditioned upon receipt of the payment described in Paragraph 1.b, Relator, for herself, and for her heirs, successors, attorneys, agents, and assigns, agrees to release Nelson from any liability to Relator arising from the filing of the Civil Action, or under 31 U.S.C. § 3730(d) for expenses or attorney's fees and costs; provided, however, that in the event the United States reinstates the Civil Action against Nelson or files any other claim(s) against Nelson seeking recovery for the Covered Conduct, pursuant to paragraph 8 or paragraph 19 of this Agreement, then the provisions of this paragraph shall become null and void.

8. Nelson has provided a sworn financial disclosure statement ("Financial Statement") to the United States and the United States has relied on the accuracy and completeness of that Financial Statement in reaching this Agreement. Nelson warrants that the Financial Statement is complete, accurate, and current. If the United States learns of asset(s) in which Nelson had an interest at the time of this Agreement that were not disclosed in the Financial Statement, or if the United States learns of any misrepresentation by Nelson on, or in connection with, the Financial Statement, and if such nondisclosure or misrepresentation changes the estimated net worth set forth in the Financial



Statements by \$25,000 or more, the United States may at its option: (a) rescind this Agreement and reinstate its suit based on the Covered Conduct, or (b) let the Agreement stand and collect the full Settlement Amount plus one hundred percent (100%) of the value of the net worth of Nelson previously undisclosed. Nelson agrees not to contest any collection action undertaken by the United States pursuant to this provision.

9. In the event that the United States, pursuant to Paragraph 8, above, opts to rescind this Agreement, Nelson 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 180 calendar days of written notification to Nelson that this Agreement has been rescinded, and (b) relate to the Covered Conduct, except to the extent these defenses were available on June 20, 2003.

10. Nelson waives and shall not assert any defenses Nelson 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. Nothing in this Paragraph or any other provision of this Agreement constitutes an agreement by the United States concerning the characterization of the Settlement Amount for purposes of the Internal Revenue laws, Title 26 of the United States Code.

11. Nelson fully and finally releases the United States, its agencies, employees, servants, and agents from any claims (including attorney's fees, costs, and expenses of every kind and however denominated) that Nelson has asserted, could have asserted, or may assert in the future against the United States, its agencies, employees, servants, and agents, related to the Covered Conduct and the United States' investigation and prosecution thereof.

12. In consideration of the obligations of the Relator and Relator's counsel in this Agreement, Nelson agrees to release and forever discharge Relator, for herself and for her heirs, successors, attorneys, agents, and assigns, and Relator's Counsel from any and all rights, claims, expenses, debts, liabilities, demands, obligations, costs, damages, injuries, actions, and causes of action in law or in equity, arising from, or related to, any transactions or occurrences involving Nelson, Relator and/or Relator's Counsel.

13. Nelson agrees to cooperate fully and truthfully with the United States' investigation and civil and criminal prosecution of individuals and entities not released in this Agreement. Upon request, Nelson agrees to furnish to the United States complete and unredacted copies of all documents and records in his possession, custody, or control relating to the Covered Conduct.

14. 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 carrier or intermediary, or Tricare or FEHBP carrier or payer, or any state payer, related to the Covered Conduct; and Nelson shall not resubmit to any Medicare carrier or intermediary, or Tricare or FEHBP carrier or payer, or any state payer

any previously denied claims related to the Covered Conduct, and shall not appeal any such denials of claims.

15. Nelson agrees to the following:

a. Unallowable Costs Defined: that 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. §§ 1395-1395ggg and 1396-1396v; and the regulations and official program directives promulgated thereunder) incurred by or on behalf of Nelson or any of his agents, in connection with the following shall be "unallowable costs" on government contracts and under the Medicare Program, Medicaid Program, TRICARE Program, and Federal Employees Health Benefits Program (FEHBP):

- (1) the matters covered by this Agreement and any related plea agreement;
- (2) the United States' audit(s) and civil and any criminal investigation(s) of the matters covered by this Agreement;
- (3) Nelsons's investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and civil and any criminal investigation(s) in connection with the matters covered by this Agreement (including attorney's fees);
- (4) the negotiation and performance of this Agreement and any plea agreement;

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

(6) the negotiation of, and obligations undertaken pursuant to any CIA to:

(i) retain an independent review organization to perform annual reviews as described in Section III of the CIA; and

(ii) prepare and submit reports to the OIG-HHS.

However, nothing in this Paragraph 15.a.(6) that may apply to the obligations undertaken pursuant to the CIA affects the status of costs that are not allowable based on any other authority applicable to Nelson. (All costs described or set forth in this Paragraph 15.a. are hereafter "unallowable costs.")

b. Future Treatment of Unallowable Costs: These unallowable costs shall be separately determined and accounted for by Nelson, and Nelson 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 Nelson or any of his agents to the Medicare, Medicaid, TRICARE, or FEHBP Programs.

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

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16. 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 17 below.

17. Nelson 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.

18. Nelson warrants that he has reviewed his financial situation and that he currently 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. Further, the Parties warrant that, in evaluating whether to execute this Agreement, they (a) have intended that the mutual promises, covenants, and obligations set forth constitute a contemporaneous exchange for new value given to Nelson, within the meaning of 11 U.S.C. § 547(c)(1); and (b) conclude that these mutual promises, covenants, and obligations do, in fact, constitute such a contemporaneous exchange. Further, the Parties warrant that the mutual promises, covenants, and obligations set forth herein are intended to and do, in fact, represent a reasonably equivalent exchange of value that is not intended to hinder, delay, or defraud any entity that Nelson was or became indebted to on or after the date of this transfer, within the meaning of 11 U.S.C. § 548(a)(1).

19. If within 91 days of the Effective Date of this Agreement or of any payment made under this Agreement, Nelson commences, or a third party

commences, any case, proceeding, or other action under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors (a) seeking to have any order for relief of Nelson's debts, or seeking to adjudicate Nelson as bankrupt or insolvent; or (b) seeking appointment of a receiver, trustee, custodian, or other similar official for Nelson or for all or any substantial part of Nelson's assets, Nelson agrees as follows:

a. Nelson's obligations under this Agreement may not be avoided pursuant to 11 U.S.C. § 547, and Nelson shall not argue or otherwise take the position in any such case, proceeding, or action that: (i) Nelson's obligations under this Agreement may be avoided under 11 U.S.C. § 547; (ii) Nelson was insolvent at the time this Agreement was entered into, or became insolvent as a result of the payment made to the United States; or (iii) the mutual promises, covenants, and obligations set forth in this Agreement do not constitute a contemporaneous exchange for new value given to Nelson.

b. If Nelson's 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, the United States, at its sole option, may rescind the releases in this Agreement, and bring any civil and/or administrative claim, action, or proceeding against Nelson for the claims that would otherwise be covered by the releases provided in Paragraph 2, above. Nelson agrees that (i) any such claims, actions, or proceedings brought by the United States are not subject to an "automatic stay" pursuant to 11 U.S.C. § 362(a) as a result of the action, case, or proceeding described in the first clause



of this Paragraph, and Nelson shall not argue or otherwise contend that the United States' claims, actions, or proceedings are subject to an automatic stay; (ii) Nelson 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 claims, actions, or proceeding that are brought by the United States within 180 calendar days of written notification to Nelson that the releases have been rescinded pursuant to this Paragraph, except to the extent such defenses were available on June 20, 2003; and (iii) the United States has a valid claim against Nelson in the amount of \$1,666,000, and the United States may pursue its claim in the case, action, or proceeding referenced in the first clause of this Paragraph, as well as in any other case, action, or proceeding.

c. Nelson acknowledges that his agreements in this Paragraph are provided in exchange for valuable consideration provided in this Agreement.

20. 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. Nelson represents that this Agreement is freely and voluntarily entered into without any degree of duress or compulsion whatsoever, and that Nelson understands his right to advice of counsel concerning this Agreement.

22. Relator represents that this Agreement is freely and voluntarily entered into without any degree of duress or compulsion whatsoever.

23. This Agreement is governed by the laws of the United States. The Parties agree that the exclusive jurisdiction and venue for any dispute arising between and among the Parties under this Agreement is the United States District Court for the Northern District of Georgia.

24. This Agreement is intended to be for the benefit of the Parties only, and constitutes the complete agreement between the Parties. This Agreement may not be amended except by written consent of the Parties.

25. Upon receipt of the payments described in Paragraph 1.a.-b. above, the United States and Relator shall promptly sign and file a Joint Stipulation of Dismissal of Nelson from the Civil Action, attached as Exhibit A hereto.

26. The individual signing this Agreement on behalf of Nelson represents and warrants that he is authorized by Nelson to execute this Agreement. The individual signing this Agreement on behalf of Relator represents and warrants that he is authorized by Relator to execute this Agreement. The United States signatories represent that they are signing this Agreement in their official capacities and that they are authorized to execute this Agreement.

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

28. This Agreement is binding on Nelson's successors, transferees, heirs, and assigns.

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

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

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

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/ / /

THE UNITED STATES OF AMERICA

DATED: 10/13/06 BY: Mina Rhee
MINA RHEE
Assistant United States Attorney
Northern District of Georgia

DATED: _____ BY: _____
ROBERT J. MCAULIFFE
Trial Attorney
Commercial Litigation Branch
Civil Division
United States Department of Justice

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

DATED: _____ BY: _____
KATHLEEN McGETTIGAN
Deputy Associate Director
Center for Retirement & Insurance Services
United States Office of Personnel Management

DATED: _____ BY: _____
J. DAVID COPE
Assistant Inspector General for Legal Affairs
United States Office of Personnel Management

DATED: _____ BY: _____
LAUREL C. GILLESPIE
Deputy General Counsel
TRICARE Management Activity
United States Department of Defense

THE UNITED STATES OF AMERICA

DATED: _____ BY: _____
MINA RHEE
Assistant United States Attorney
Northern District of Georgia

DATED: 10/13/06 BY: Robert McAuliffe
ROBERT J. MCAULIFFE
Trial Attorney
Commercial Litigation Branch
Civil Division
United States Department of Justice

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GREGORY E. DEMSKE
Assistant Inspector General for Legal Affairs
Office of Counsel to the Inspector General
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United States Department of Health and
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THE UNITED STATES OF AMERICA

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MINA RHEE
Assistant United States Attorney
Northern District of Georgia

DATED: _____ BY: _____
ROBERT J. MCAULIFFE
Trial Attorney
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: 2/13/06 BY: _____
GREGORY E. DEMSKE
Assistant Inspector General for Legal Affairs
Office of Counsel to the Inspector General
Office of Inspector General
United States Department of Health and
Human Services

DATED: _____ BY: _____
KATHLEEN McGETTIGAN
Deputy Associate Director
Center for Retirement & Insurance Services
United States Office of Personnel Management

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Assistant Inspector General for Legal Affairs
United States Office of Personnel Management

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Assistant United States Attorney
Northern District of Georgia

DATED: _____ BY: _____

ROBERT J. MCAULIFFE
Trial Attorney
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: _____ BY: _____

GREGORY E. DEMSKE
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: 10/12/2006 BY: Kathleen McGettigan

KATHLEEN McGETTIGAN
Deputy Associate Director
Center for Retirement & Insurance Services
United States Office of Personnel Management

DATED: 10/12/2006 BY: J. David Cope

J. DAVID COPE
Assistant Inspector General for Legal Affairs
United States Office of Personnel Management

DATED: _____ BY: _____

LAUREL C. GILLESPIE
Deputy General Counsel
TRICARE Management Activity
United States Department of Defense

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Assistant United States Attorney
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DATED: _____ BY: _____

KATHLEEN McGETTIGAN
Deputy Associate Director
Center for Retirement & Insurance Services
United States Office of Personnel Management

DATED: _____ BY: _____

J. DAVID COPE
Assistant Inspector General for Legal Affairs
United States Office of Personnel Management

DATED: Oct 13, 2006 BY: *Laurel C. Gillespie*

for
LAUREL C. GILLESPIE
Deputy General Counsel
TRICARE Management Activity
United States Department of Defense

JAMES ARCH NELSON

DATED: 10/12/06 BY: JAMES ARCH NELSON

RELATOR

DATED: _____ BY: _____
SHERYL B. GHRIST

DATED: _____ BY: J.D. Dalbey by Mimi Rice wife
J.D. DALBEY, Esq. *express permission*
CHILIVIS, COCHRAN,
LARKINS & BEVER, LLP
Counsel for Relator