

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”), the Office of Personnel Management (“OPM”), which administers the Federal Employees Health Benefits Program (“FEHBP”); the Defense Health Agency, acting on behalf of the TRICARE Program (“DHA”), through its General Counsel (collectively the “United States”); OtisMed Corporation, Stryker Corporation, Howmedica Osteonics Corporation (collectively “Defendants”), and Richard Adrian (“Relator”), (hereafter collectively referred to as “the Parties”), through their authorized representatives.

RECITALS

A. OtisMed Corporation (“OtisMed”) is a biotechnology corporation based in Alameda, California. During the time period from January 2006 to September 2009, OtisMed developed, manufactured, and sold “OtisKnee Orthopedic Cutting Guides.” The OtisKnee was intended for use as an aid in positioning orthopedic implants and guiding the marking of osseous tissue before initial cuts during a total knee replacement surgery. In November 2009, Stryker Corporation (“Stryker”) acquired OtisMed and OtisMed now operates as a wholly-owned subsidiary within Stryker’s Orthopaedics Division, Howmedica Osteonics Corporation (“Howmedica”).

B. On October 2, 2009, Richard Adrian filed a *qui tam* action in the United States District Court for the District of New Jersey captioned *United States ex rel. Adrian v. OtisMedCorp. et al.*, Civil No. 09-cv-5083, pursuant to the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b) (the “Civil Action”).

C. On such date as may be determined by the Court, OtisMed will enter a plea of guilty pursuant to Fed. R. Crim. P. 11(c)(1)(C) (the "Plea Agreement") to an Information filed in United States of America v. OtisMed Corp., Criminal Action No. [to be assigned] (District of New Jersey) (the "Criminal Action") that will allege a violation of Title 21, United States Code, Sections 331(a), 333(a)(2), and 351(f)(1)(B), namely, the introduction into interstate commerce, with the intent to defraud or mislead, of an adulterated medical device, the OtisKnee Orthopedic Cutting Guide, in violation of the Federal Food, Drug, and Cosmetic Act ("FDCA").

D. Defendants have entered or will be entering into separate settlement agreements, described in Paragraph 1.b. below (hereinafter referred to as the "Medicaid State Settlement Agreements"), with certain states and the District of Columbia in settlement of the Covered Conduct. States with which Defendants execute a Medicaid State Settlement Agreement in the form to which Defendants and the National Association of Medicaid Fraud Control Units ("NAMFCU") have agreed, or in a form otherwise agreed to by Defendants and an individual state, are referred to herein as "Medicaid Participating States."

E. The United States contends that OtisMed submitted or caused to be submitted claims for payment for total knee replacement surgeries that used the OtisKnee to the Medicare Program ("Medicare"), Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395kkk-1; the FEHBP, 5 U.S.C. §§ 8901-8914; the TRICARE Program, 10 U.S.C. §§ 1071-1110a; and the Medicaid Program ("Medicaid"), 42 U.S.C. §§ 1396- 1396w-5 (collectively, the "Federal Health Care Programs"); between January 2006 and November 2009.

F. The United States contends that it and the Medicaid Participating States have certain civil claims against Defendants, relating to the period from January 2006 through November 2009, arising from the marketing and distribution of the OtisKnee Orthopedic Cutting

Guide, a medical device, without receiving approval or clearance from the FDA for the device. Specifically, in May 2006, OtisMed, through co-promotion activities with Stryker, began commercially distributing the OtisKnee without having received clearance or approval from the FDA for the device. In October 2008, OtisMed submitted a 510(k) application to the FDA, but continued to distribute the device while the 510(k) was under FDA review. On September 2, 2009, the FDA informed OtisMed that it had not demonstrated that the OtisKnee was as safe and effective as legally marketed devices and thus could not be lawfully distributed until FDA approved the device. Even after receiving this letter, OtisMed continued to distribute the OtisKnee.

In addition, the United States also contends that OtisMed encouraged health care providers to submit claims for magnetic resonance imaging (MRIs) that were not reimbursable because they were not performed for diagnostic use, but rather were only performed to provide data for the creation of the OtisKnee.

As a result of the foregoing conduct, the United States contends that Defendants knowingly caused the submission of false and fraudulent claims for procedures using the OtisKnee to Federal Health Care Programs and Defendants obtained proceeds and profits to which they were not entitled, from January 2006 through November 2009.

The conduct described in Paragraph F is referred to herein as the Covered Conduct.

G. This Agreement is made in compromise of disputed claims. Defendants deny the United States' allegations in Paragraph F and the Relator's allegations in the Civil Action, except to the extent admitted in OtisMed's guilty plea. 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.

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

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 and the Medicaid Participating States, collectively, the sum of \$40,000,000 plus interest at a rate of 2.14% per annum accruing from May 17, 2013 (the "Settlement Amount"), as set forth below:

- a. Defendants shall pay to the United States the amount of \$40,781,532, including accrued interest (the "Federal Settlement Amount"). If the Federal Settlement Amount is not paid by September 22, 2014, Defendants shall pay additional interest at a rate of 2.14% per annum from September 22, 2014, until the date of payment. The Federal Settlement Amount shall be paid pursuant to written instructions to be provided by the Department of Justice, by electronic funds transfer, no later than seven (7) days after (i) the Effective Date of this Agreement; or (ii) the Court accepts a Fed. R. Crim. P. 11(c)(1)(C) guilty plea as described in Preamble Paragraph C in connection with the Criminal Action and imposes the agreed upon sentence, whichever occurs later.
- b. Defendants shall pay to the Medicaid Participating States the amount of \$376,700, including accrued interest (the "Medicaid State Settlement Amount"). If the Medicaid State Settlement Amount is not paid by September 22, 2014, Defendants shall pay additional interest at a rate of

2.14% per annum from September 22, 2014, until the date of payment.

The Medicaid State Settlement Amount shall be paid pursuant to the terms of the Medicaid State Settlement Agreements or otherwise agreed to by Defendants and the National Association of Medicaid Fraud Control Units.

- c. If OtisMed's agreed-upon guilty plea pursuant to Fed. R. Crim. P. 11(c)(1)(C) in the Criminal Action described in Preamble Paragraph C is not accepted by the Court or the Court does not impose the agreed-upon sentence for whatever reason, this Agreement shall be null and void at the option of either the United States or Defendants. If either the United States or Defendants exercises this option, which option shall be exercised by notifying all Parties, through counsel, in writing within five (5) business days of the Court's decision, the Parties will not object and this Agreement will be rescinded. If this Agreement is rescinded, Defendants will not 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, actions or proceedings arising from the Covered Conduct that are brought by the United States within 90 calendar days of rescission, except to the extent such defenses were available on the day on which the Civil Action listed in Preamble Paragraph B, above, was filed.

2. On or about the Effective Date of this Agreement, Defendants and Relator will enter into a separate agreement with respect to the payment by Defendants of Relator's attorneys' fees and costs pursuant to 31 U.S.C. § 3730(d).

3. Conditioned upon the United States receiving the Settlement Amount from Defendants and as soon as feasible after receipt, the United States shall pay \$7,013,477 to Relator by electronic funds transfer.

4. Subject to the exceptions in Paragraph 9 (concerning excluded claims) below, and conditioned upon the full payment of the Settlement Amount, 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 2 above and Paragraph 9 below, and conditioned upon Defendants' full payment of the Settlement Amount, Relator, for himself and for his heirs, successors, attorneys, agents, and assigns, releases Defendants from any civil monetary claim the Relator has on behalf of the United States for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733.

6. a. In compromise and settlement of the rights of OIG HIS to exclude OtisMed pursuant to 42 U.S.C. § 1320a-7(b)(7) and 42 U.S.C. § 1320a-7(a)(3) for the conduct described in Paragraphs C and F, OtisMed agrees to be excluded under these statutory provision from Medicare, Medicaid, and all other Federal health care programs, as defined in 42 U.S.C. § 1320a-7b(f), for twenty (20) years. Such exclusion shall have national effect. Federal health care programs shall not pay OtisMed or anyone else for items or services, including administrative and management services, furnished, ordered, or prescribed by OtisMed in any capacity while

OtisMed is excluded. This payment prohibition applies to OtisMed and all other individuals and entities (including, for example, anyone who employs or contracts with OtisMed, and any hospital or other provider where OtisMed provides services). The exclusion applies regardless of who submits the claims or other request for payment.

- b. OtisMed 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. OtisMed waives any further notice of the exclusion and agrees not to contest such exclusion either administratively or in any state or federal court.
- c. OtisMed understands that violations of the conditions of exclusion may subject it to criminal prosecution, the imposition of civil money penalties and assessments, and an additional period of exclusion (see 42 U.S.C. §§ 1320a-7b and 1320a-7a).
- d. Reinstatement to program participation is not automatic. If OtisMed wishes to be reinstated, OtisMed must submit a written request for reinstatement to the OIG HHS in accordance with the provisions of 42 C.F.R. §§ 1001.3001-.3005. Such request may be made to OIG HHS no earlier than 120 days prior to the expiration of the period of exclusion reflected in Paragraph 6.a. Reinstatement becomes effective only upon notice of reinstatement by OIG HHS after OIG HHS approval of the

application by OtisMed. 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 OtisMed's eligibility to participate in these programs.

- e. OtisMed shall not contest, in any manner, the terms or provisions of Paragraph 6 of this Agreement, nor shall OtisMed seek any remedy or relief for any matter, cause of action, or claim arising from implementation of Paragraph 6 of this Agreement. OtisMed expressly waives all procedural rights granted under the OIG HHS's exclusion authority and regulations, section 1128 of the Act, 42 U.S.C. § 1320a-7, and 42 C.F.R. Part 1001, including, but not limited to any notice, hearing, or appeal with respect to its exclusion.

7. DHA expressly reserves authority to exclude Stryker and Howmedica from the TRICARE Program under 32 C.F.R. §§ 199.9 (f)(1)(i)(A), (f)(1)(i)(B), and (f)(1)(iii), based upon the Covered Conduct. Nothing in this Paragraph precludes DHA or the TRICARE Program from taking action against entities or persons, or for conduct and practices, for which claims have been reserved in Paragraph 9, below. The exclusion of OtisMed described in Paragraph 6, which includes "all other Federal Health care programs, as defined in 42 U.S.C. 1320A-7B(F)," includes the TRICARE program.

8. OPM expressly reserves all rights to institute, direct or to maintain any administrative action seeking debarment against Stryker and Howmedica and/or their officers, directors, and employees from the FEHBP under 5 U.S.C. § 8902a(b) (mandatory debarment), or (c) and (d) (permissive debarment). Nothing in this Paragraph precludes OPM from taking action

against entities or persons, or for conduct and practices, for which claims have been reserved in Paragraph 9, below. For the purposes of this settlement agreement, the term “Federal health care program” in Paragraph 6 above shall include the FEHBP authorized under 5 U.S.C. Chapter 89. OtisMed expressly waives all procedural rights granted under the U.S. Office of Personnel Management’s authority and regulations, 5 U.S.C § 8902a and 5 C.F.R. Part 890, Subpart I, including, but not limited to any notice, hearing, or appeal with respect to its debarment.

9. Notwithstanding the releases given in Paragraphs 4 and 5 of this Agreement, or any other term of this Agreement, the following claims of the United States are specifically reserved and are not released:

- a. Any liability arising under Title 26, U.S. Code (Internal Revenue Code);
- b. Any criminal liability;
- c. Except as explicitly stated in this Agreement, any administrative liability, 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 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; or

i. Any liability of individuals.

10. Relator and his heirs, successors, attorneys, agents, and assigns shall not object to this Agreement but agree and confirm that this Agreement is fair, adequate, and reasonable under all the circumstances, pursuant to 31 U.S.C. § 3730(c)(2)(B). Conditioned upon Relator's receipt of the payment described in Paragraph 3, Relator and his heirs, successors, attorneys, agents, and assigns fully and finally release, waive, and forever discharge the United States, its agencies, officers, agents, employees, and servants, from any claims arising from the filing of the Civil Action or under 31 U.S.C. § 3730, and from any claims to a share of the proceeds of this Agreement and/or the Civil Action.

11. Relator, for himself, and for his heirs, successors, attorneys, agents, and assigns, releases Defendants, and its officers, agents, and employees, from any liability to Relator arising from the filing of the Civil Action. Defendants and its officers, agents, and employees, release Relator, for himself, and for his heirs, successors, attorneys, agents, and assigns from any liability arising from the filing of the Civil Action.

12. 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. 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.

13. Defendants fully and finally release the United States, its agencies, officers, agents, employees, and servants, from any claims (including attorney's fees, costs, and expenses of every kind and however denominated) that 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 and the United States' investigation and prosecution thereof.

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 contractor (e.g., Medicare Administrative Contractor, fiscal intermediary, carrier); TRICARE fiscal intermediary, carrier; and/or contractor, FEHBP carrier or payer; or any state payer, related to the Covered Conduct; and Defendants agree not to resubmit to any Medicare carrier or intermediary; TRICARE fiscal intermediary, carrier, and/or contractor; FEHBP fiscal agent; or any state payer any previously denied claims related to the Covered Conduct, and agrees not to appeal any such denials of claims.

15. 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. §§ 1395-1395kkk and 1396-1396w-5; and the regulations and official program directives promulgated thereunder) incurred by or on behalf of Defendants, its present or former officers, directors, employees, shareholders, and agents in connection with:
 - 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) 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 attorney's fees);
- 4) The negotiation and performance of this Agreement and any plea agreement; and
- 5) the payment Defendants make to the United States pursuant to this Agreement and any payments that Defendants may make to Relator, including costs and attorney's 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 its 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 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 Defendants 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. 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 its subsidiaries or affiliates on the effect of inclusion of Unallowable Costs (as defined in this Paragraph) on Defendants 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 Defendants' books and records to determine that no Unallowable Costs have been claimed in accordance with the provisions of this Paragraph.

16. Defendants agree to cooperate fully and truthfully with the United States' investigation of individuals and entities not released in this Agreement. Upon reasonable notice, Defendants shall encourage, and agrees not to impair, the cooperation of its directors, officers, and employees, and shall use its 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. Defendants further agree to furnish to the United States, upon request, complete and unredacted copies of all non-privileged documents, reports, memoranda of interviews, and records in its possession, custody, or control concerning any investigation of the Covered Conduct that it has undertaken, or that has been performed by another on its behalf.

17. 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 18 (waiver for beneficiaries paragraph), below.

18. 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.

19. Upon receipt of the payment described in Paragraph 1, above, the United States and Relator shall promptly sign and file in the Civil Action a Joint Stipulation of Dismissal of the Civil Action pursuant to Rule 41(a)(1). Such dismissal shall be with prejudice to Relator and the

United States as to the Covered Conduct; and with prejudice to Relator and without prejudice to the United States as to all other claims in the Complaint.

20. Except as set forth in Paragraph 2 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 in to this Agreement without any degree of duress or compulsion.

22. This Agreement is governed by the laws of the United States. The exclusive jurisdiction and venue for any dispute relating to this Agreement is the United States District Court for the District of New Jersey. For purposes of construing this Agreement, this Agreement shall be deemed to have been drafted by all Parties to this Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

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

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

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

26. This Agreement is binding on Defendants' successors, transferees, heirs, and assigns.

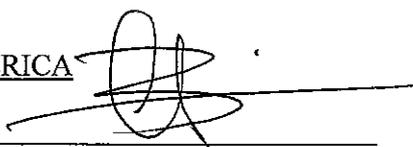
27. This Agreement is binding on Relator's successors, transferees, heirs, and assigns.

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 of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

THE UNITED STATES OF AMERICA

DATED: 9.16.14

BY: 
CHARLES J. BIRO
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: _____

BY: _____
CHARLES GRAYBOW
Assistant U.S. Attorney
Office of the United States Attorney
for the District of New Jersey

DATED: _____

BY: _____
ROBERT K. DECONTI
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: _____
PAUL J. HUTTER
General Counsel
TRICARE Management Activity
United States Department of Defense

DATED: _____

BY: _____
ALAN P. SPIELMAN
Assistant Director of Federal Employee
Insurance Operations
United States Office of Personnel
Management

THE UNITED STATES OF AMERICA

DATED: _____

BY: _____

CHARLES J. BIRO
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: Sept. 15, 2014

BY: Charles Graybow

CHARLES GRAYBOW
Assistant U.S. Attorney
Office of the United States Attorney
for the District of New Jersey

DATED: _____

BY: _____

ROBERT K. DECONTI
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: _____

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THE UNITED STATES OF AMERICA

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BY: _____

CHARLES J. BIRO
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: _____

BY: _____

CHARLES GRAYBOW
Assistant U.S. Attorney
Office of the United States Attorney
for the District of New Jersey

DATED: 9/15/14

BY: Robert K. DeConti

ROBERT K. DECONTI
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: _____

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TRICARE Management Activity
United States Department of Defense

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BY: _____

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THE UNITED STATES OF AMERICA

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BY: _____

CHARLES J. BIRO
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: _____

BY: _____

CHARLES GRAYBOW
Assistant U.S. Attorney
Office of the United States Attorney
for the District of New Jersey

DATED: _____

BY: _____

ROBERT K. DECONTI
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: 9/12/2014

BY:  _____

PAUL J. HUTTER
General Counsel
TRICARE Management Activity
United States Department of Defense

DATED: _____

BY: _____

ALAN P. SPIELMAN
Assistant Director of Federal Employee
Insurance Operations
United States Office of Personnel
Management

THE UNITED STATES OF AMERICA

DATED: _____

BY: _____

CHARLES J. BIRO
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: _____

BY: _____

CHARLES GRAYBOW
Assistant U.S. Attorney
Office of the United States Attorney
for the District of New Jersey

DATED: _____

BY: _____

ROBERT K. DECONTI
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: _____

PAUL J. HUTTER
General Counsel
TRICARE Management Activity
United States Department of Defense

DATED: 9/12/14

BY: Alan P. Spielman

ALAN P. SPIELMAN
Assistant Director of Federal Employee
Insurance Operations
United States Office of Personnel
Management

OTISMED CORP., STRYKER CORP., HOWMEDICA OSTEONICS - DEFENDANT'S

DATED: September 12, 2014

BY: Michael A. Cartier
MICHAEL CARTIER
As Authorized Corporate Representative for
OtisMed Corp., Stryker Corp., and
Howmedica Osteonics Corp.

DATED: September 15, 2014

BY: B.T.O.C. J. L.
BRIEN T. O'CONNOR
JOSHUA S. LEVY
Counsel for OtisMed Corp., Stryker Corp.,
and Howmedica Osteonics, Corp.

RICHARD ADRIAN - Relator

DATED: _____

BY: _____
RICHARD ADRIAN

DATED: _____

BY: _____
JOSEPH M. CALLOW, JR
KEATING, MUETHING & KLEKAMP PLL
Counsel for Richard Adrian

OTISMED CORP., STRYKER CORP., HOWMEDICA OSTEONICS - DEFENDANTS

DATED: _____

BY: _____

MICHAEL CARTIER
As Authorized Corporate Representative for
OtisMed Corp., Stryker Corp., and
Howmedica Osteonics Corp.

DATED: _____

BY: _____

BRIEN T. O'CONNOR
JOSHUA S. LEVY
Counsel for OtisMed Corp., Stryker Corp.,
and Howmedica Osteonics, Corp.

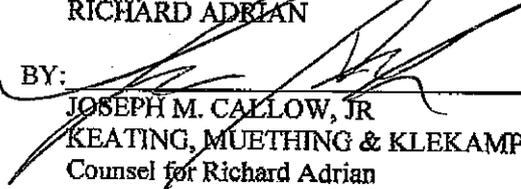
DATED: 9/12/2014

RICHARD ADRIAN - Relator

BY: 

RICHARD ADRIAN

DATED: 2/14/2014

BY: 

JOSEPH M. CALLOW, JR
KEATING, MUETHING & KLEKAMP PLL
Counsel for Richard Adrian