

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”), and Benjamin Sabido (“Sabido”), (hereafter collectively referred to as “the Parties”), through their authorized representatives.

RECITALS

A. Sabido is a physician who, during the relevant time periods herein, provided medical services at the following practice locations in New Jersey that he co-owned with his spouse, Gloria Sabido: Sigma II, Inc. in Passaic, New Jersey; Gesbas Medical Center in Union City, New Jersey; Empire Medical II LLC in Newark, New Jersey; Elensa Medical LLC in Paterson, New Jersey; Hemoser II LLC in Passaic, New Jersey; and Colmexi Medical LLC in Union City, New Jersey.

B. On such date as may be determined by the Court, Sabido will enter a plea of guilty (the “Plea Agreement”) to an Information filed in *United States of America v. Benjamin Sabido*, Criminal Action No. [to be assigned] (District of New Jersey) (the “Criminal Action”) that will allege a violation of 18 U.S.C. § 1347 (health care fraud).

C. The United States contends that Sabido submitted or caused to be submitted claims for payment to the Medicare Program (“Medicare”), Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395kkk-1, and to the Americhoice and Amerigroup managed care organizations of the Medicaid Program, 42 U.S.C. §§ 1396-1396w-5 (“Medicaid Americhoice and Amerigroup”).

D. The United States contends that it has certain civil claims against Sabido arising from the following:

1) From January 1, 2006, through December 31, 2010, Sabido submitted and/or caused to be submitted to Medicare claims for nerve conduction studies (CPT codes 95903, 95904, 95934) for which Sabido's patient charts do not establish that the services were medically necessary or were rendered, and/or rendered with the requisite needle electromyography;

2) From December 1, 2006, to December 31, 2010, Sabido submitted and/or caused to be submitted to Medicare, and to Medicaid Americhoice and Amerigroup, claims for physical therapy services using CPT codes 97035, 97124, and 97140, and to Medicare claims for physical therapy services using CPT codes 97032 and 97110, that were rendered because the patients preferred these services and not necessarily because the patients benefited from them, were not provided pursuant to a plan of care, were not properly supervised, and/or were not provided by qualified personnel.

The conduct described above in this paragraph and both of its subparts is referred to below as the "Covered Conduct."

E. Sabido denies the United States' allegations regarding the Covered Conduct.

F. This Agreement is neither an admission of liability by Sabido, except to the extent admitted in Sabido's guilty plea, nor a concession by the United States that its claims are not well founded.

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 Agreement, the Parties agree and covenant as follows:

TERMS AND CONDITIONS

1. Sabido shall pay to the United States the sum of \$700,545 (the "Settlement Amount") plus interest on the Settlement Amount at a rate of 2.00% per annum from December 2, 2014, by electronic funds transfer pursuant to written instructions to be provided by the United States Attorney's Office for the District of New Jersey, as follows:

A. Within ten (10) business days of the Effective Date of this Agreement, Sabido shall make a payment to the United States in the amount of \$10,000.

B. Sabido represents that his real estate broker has placed the following property on the market for sale: 1085 Franklin Lakes Road, Franklin Lakes, New Jersey, United States (the "Franklin Lakes Residence"). Sabido further represents that he has binding authority to sell the Franklin Lakes Residence and to make all decisions necessary to effect the sale of the Franklin Lakes Residence. Sabido further represents that he has instructed his broker that if Sabido has not accepted an offer for the Franklin Lakes Residence by February 28, 2015, the broker should lower the asking price to \$2,999,999 as soon as possible, time being of the essence. During the time that the Franklin Lakes Residence is listed at \$2,999,999, Sabido shall accept any offer on the Franklin Lakes Residence that is equal to or exceeds \$2,999,999.

C. Prior to April 30, 2015, Sabido shall have the right to obtain, at no expense to the United States, an independent appraisal of the Franklin Lakes Residence. If Sabido has not received an offer of at least \$2,999,999 for the Franklin Lakes Residence by April 30, 2015, Sabido shall, within five (5) business days, instruct his broker to lower the asking price of the Franklin Lakes Residence, as soon as possible, time being of the essence, to a market-based price

that shall be determined by his broker in the broker's independent discretion after considering any appraisal of the Franklin Lakes Residence that Sabido obtains pursuant to this paragraph prior to April 30, 2015, and the sale of comparable properties. Sabido's broker shall thereafter have independent discretion to make any and all further adjustments to the asking price of the Franklin Lakes Residence after considering any appraisal of the Franklin Lakes Residence that Sabido obtains pursuant to this paragraph prior to April 30, 2015, and the sale of comparable properties. During the time that the Franklin Lakes Residence is listed at a market-based price that is determined by his broker in the broker's independent discretion, Sabido shall accept any offer on the Franklin Lakes Residence that is equal to or exceeds this price.

D. Within ten (10) business days of receipt of the net proceeds from the sale of the Franklin Lakes Residence, Sabido shall make a payment to the United States in an amount equal to the net proceeds from the sale of the Franklin Lakes Residence less any amount not needed to satisfy any outstanding balance on the Settlement Amount, including applicable interest.

E. After he has paid off the Settlement Amount, including applicable interest, in full, Sabido shall be entitled to any remaining amount of the net proceeds from the sale of the Franklin Lakes Residence. If, however, after Sabido makes any payment required in Paragraph 1.D. above, Sabido still has an outstanding balance on the Settlement Amount, including applicable interest, Sabido shall, within 30 calendar days after he makes the payment required in Paragraph 1.D., instruct a broker to place the following property on the market for sale as soon as possible, time being of the essence: 147 Hamilton Avenue, Passaic, New Jersey, United States (the "Passaic Property"). Sabido represents that he has binding authority to sell the Passaic Property and to make all decisions necessary to effect the sale of the Passaic Property. Prior to

the date that Sabido is required to instruct a broker to place the Passaic Property on the market, Sabido shall have the right to obtain, at no expense to the United States, an independent appraisal of the Passaic Property. The broker shall place the Passaic Property on the market at a market-based price that shall be determined in the broker's independent discretion after considering any appraisal of the Passaic Property that Sabido obtains pursuant to this paragraph prior to the date that Sabido is required to instruct a broker to place the Passaic Property on the market and the sale of comparable properties. The broker shall have independent discretion to make any and all adjustments to the asking price of the Passaic Property after considering any appraisal of the Passaic Property that Sabido obtains pursuant to this paragraph prior to the date that Sabido is required to instruct a broker to place the Passaic Property on the market and the sale of comparable properties. During the time that the Passaic Property is on the market, Sabido shall accept any offer on the Passaic Property that is equal to or exceeds the market-based price that is determined by the broker in the broker's independent discretion.

F. Within ten (10) business days of receipt of the net proceeds from the sale of the Passaic Property, Sabido shall make a payment to the United States in an amount equal to the net proceeds from the sale of the Passaic Property less any amount not needed to satisfy any outstanding balance on the Settlement Amount, including applicable interest.

G. After he has paid off the Settlement Amount, including applicable interest, in full, Sabido shall be entitled to any remaining amount of the net proceeds from the sale of the Passaic Property. If, however, after Sabido makes any payment required in Paragraph 1.F. above, Sabido still has an outstanding balance on the Settlement Amount, including applicable interest, Sabido shall, within 30 calendar days after he makes the payment required in Paragraph 1.F., instruct a

broker to place the following property on the market for sale as soon as possible, time being of the essence: 757 Mount Prospect Avenue, Newark, New Jersey, United States (the “Newark Property”). Sabido represents that he has binding authority to sell the Newark Property and to make all decisions necessary to effect the sale of the Newark Property. Prior to the date that Sabido is required to instruct a broker to place the Newark Property on the market, Sabido shall have the right to obtain, at no expense to the United States, an independent appraisal of the Newark Property. The broker shall place the Newark Property on the market at a market-based price that shall be determined in the broker’s independent discretion after considering any appraisal of the Newark Property that Sabido obtains pursuant to this paragraph prior to the date that Sabido is required to instruct a broker to place the Newark Property on the market and the sale of comparable properties. The broker shall have independent discretion to make any and all adjustments to the asking price of the Newark Property after considering any appraisal of the Newark Property that Sabido obtains pursuant to this paragraph prior to the date that Sabido is required to instruct a broker to place the Newark Property on the market and the sale of comparable properties. During the time that the Newark Property is on the market, Sabido shall accept any offer on the Newark Property that is equal to or exceeds the market-based price that is determined by the broker in the broker’s independent discretion.

H. Within ten (10) business days of receipt of the net proceeds from the sale of the Newark Property, Sabido shall make a payment to the United States in an amount equal to the net proceeds from the sale of the Newark Property less any amount not needed to satisfy any outstanding balance on the Settlement Amount, including applicable interest. After he has paid off the Settlement Amount, including applicable interest, in full, Sabido shall be entitled to any

remaining amount of the net proceeds from the sale of the Newark Property.

I. If, however, after Sabido makes any payment required in paragraph 1.H above, Sabido still has an outstanding balance on the Settlement Amount, including applicable interest, Sabido shall still be responsible for satisfying the Settlement Amount, including applicable interest, in full.

J. The United States Attorney's Office Financial Litigation Unit shall monitor the sale of the above-referenced properties. Sabido shall make all reasonable and good faith efforts to maintain payments on all mortgages and taxes relating to the above-referenced properties and shall not encumber the properties with any further liens until such properties are sold.

K. Sabido shall make a payment to the United States in the amount of \$5,000 per month on the first day of the first month that begins at least fourteen (14) days after the earlier of the following two events:

- 1) Sabido's sentencing under the Plea Agreement referenced in Paragraph B of the Recitals above;
- 2) Sabido's receipt of the net proceeds from the sale of the Franklin Lakes Residence.

After this first \$5,000 payment, Sabido shall make a payment to the United States in the amount of \$5,000 per month on the first day of each successive month until Sabido has paid off the Settlement Amount, including applicable interest, in full.

L. Sabido agrees to execute contemporaneously with this Agreement a Consent Judgment in the amount of \$700,545 (the "Consent Judgment"). The Consent Judgment will be held by the United States Attorney's Office for the District of New Jersey and filed with the

District Court only in the event of Default as defined in Paragraph 1.M of this Agreement and/or after three years as provided in Paragraph 1.O of this Agreement.

M. In the event that Sabido fails to pay the full amount of any required payment in this Agreement within 30 calendar days of the date on which such payment is due, Sabido shall be in default of his payment obligations (“Default”) under this Agreement. The United States will provide, via regular mail, notice of Default (“Notice of Default”) to Sabido’s undersigned attorneys, and Sabido shall have the opportunity to cure such Default within fifteen (15) business days from the date of receipt of the Notice of Default. If Sabido fails to cure such Default within fifteen (15) business days of receiving the Notice of Default, the remaining unpaid balance of the Settlement Amount, including applicable interest, shall become immediately due and payable, and interest shall accrue at the rate of 5% per annum from the date of Default on the remaining unpaid balance. The United States, at its sole discretion, may: (a) file the Consent Judgment, with any principal paid to the United States by Sabido under the terms of this Agreement credited against the Consent Judgment; (b) offset the remaining unpaid balance from any amounts due and owing to Sabido by any department, agency, or agent of the United States, at the time of Default; (c) collect the entire unpaid balance of the Settlement Amount, including applicable interest, plus interest, including 5% interest from the date of Default, and all other amounts due upon the event of Default as specified in this paragraph; (d) file a civil action for the Covered Conduct; and/or (e) exercise any other rights granted by law or in equity, including referral of this matter for private collection. In the event a Complaint is filed pursuant to subsection (d) of this paragraph, Sabido agrees not to plead, argue, or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel, or similar theories to the

allegations in the Complaint, except to the extent such defenses were available to Sabido on the Effective Date of this Agreement. Sabido agrees not to contest the Consent Judgment or any offset or collection action undertaken by the United States pursuant to this paragraph, either administratively or in any state or federal court, provided that the amount of the offset does not exceed the Settlement Amount, including applicable interest. Sabido shall pay the United States all reasonable costs of collection and enforcement under this paragraph, including attorneys' fees and expenses.

N. Notwithstanding the foregoing, in the event of Default as defined in Paragraph 1.M above, OIG-HHS may exclude Sabido from participating in all Federal health care programs until Sabido pays the full Settlement Amount as set forth in Paragraph 1, above. OIG-HHS will provide written notice of any such exclusion to Sabido. Sabido waives any further notice of the exclusion under 42 U.S.C. § 1320a-7(b)(7), and agrees not to contest such exclusion either administratively or in any state or federal court, except to assert that he has satisfied all of his obligations, monetary or otherwise, under this Agreement. Reinstatement to program participation is not automatic. If at the end of the period of exclusion Sabido wishes to apply for reinstatement, Sabido must submit a written request for reinstatement to OIG-HHS in accordance with the provisions of 42 C.F.R. §§ 1001.3001-.3005. Sabido will not be reinstated unless and until OIG-HHS approves such request for reinstatement.

O. Notwithstanding any other provision in this Agreement, the United States, at its sole discretion, may file the Consent Judgment at any time after three years from the Effective Date of this Agreement if, at such time, Sabido has not paid the Settlement Amount in full, including applicable interest.

2. Subject to the exceptions in Paragraph 3 below (concerning excluded claims), subject to Paragraph 13 below (concerning bankruptcy proceedings commenced within 91 days of the Effective Date of this Agreement or any payment made under this Agreement), and conditioned upon Sabido's full payment of the Settlement Amount, including applicable interest, the United States releases Sabido 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.

3. Notwithstanding the release given in Paragraph 2 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; and
- f. Any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct.

4. Sabido has provided sworn financial disclosure statements (“Financial Statements”) to the United States, and the United States has relied on the accuracy and completeness of those Financial Statements in reaching this Agreement. Sabido warrants that the Financial Statements are complete, accurate, and current as of the date they were provided to the United States. If the United States learns of assets in which Sabido had an interest at the time of this Agreement that were not disclosed in the Financial Statements, or if the United States learns of any misrepresentation by Sabido on, or in connection with, the Financial Statements, and if such nondisclosure or misrepresentation changes the estimated net worth set forth in the Financial Statements by \$50,000 or more, the United States may at its option: (a) rescind this Agreement and file suit based on the Covered Conduct; or (b) let the Agreement stand and collect the full Settlement Amount, including applicable interest, plus one hundred percent (100%) of the value of the net worth that Sabido knew or should have known that he failed to disclose. Other than disputing the fact or amount of any alleged nondisclosure or misrepresentation, Sabido agrees not to contest any collection action undertaken by the United States pursuant to this provision, and immediately to pay the United States all reasonable costs incurred in such an action, including attorney’s fees and expenses.

5. In the event that the United States, pursuant to Paragraph 4 above (concerning disclosure of assets), opts to rescind this Agreement, Sabido agrees not to plead, argue, or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel, or similar theories, to any civil or administrative claims that: (a) are filed by the United States within 120 calendar days of written notification to Sabido that this Agreement has been

rescinded; and (b) relate to the Covered Conduct, except to the extent these defenses were available on the Effective Date of the Agreement.

6. Sabido waives and shall not assert any defenses Sabido 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, including applicable interest, for purposes of the Internal Revenue laws, Title 26 of the United States Code.

7. Sabido fully and finally releases 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 Sabido has asserted, could have asserted, or may assert in the future against the United States, and its agencies, employees, servants, and agents, related to the Covered Conduct and the United States' investigation and prosecution thereof.

8. The Settlement Amount, including applicable interest, 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), any Medicaid contractor, or any state payer, related to the Covered Conduct; and Sabido agrees not to resubmit to any Medicare contractor, Medicaid contractor, or any state payer any previously denied claims related to the Covered Conduct and further agrees not to appeal any such denials of claims.

9. Sabido agrees to the following:

a. Unallowable Costs Defined: All costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47; and in Titles XVIII and XIX of the Social Security Act, 42 U.S.C. §§ 1395-1395kkk-1 and 1396-1396w-5; and the regulations and official program directives promulgated thereunder) incurred by or on behalf of Sabido in connection with:

- (1) the matters covered by this Agreement and the Plea Agreement referenced in the Recitals above;
- (2) the United States' audits and civil and any criminal investigation of the matters covered by this Agreement;
- (3) Sabido's investigation, defense, and corrective actions undertaken in response to the United States' audits and civil and any criminal investigation in connection with the matters covered by this Agreement (including attorney's fees);
- (4) the negotiation and performance of this Agreement and the Plea Agreement referenced in the Recitals above; and
- (5) the payments Sabido makes to the United States pursuant to this Agreement;

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 Sabido, and Sabido 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 Sabido to the Medicare, Medicaid, TRICARE, or FEHBP Programs.

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

10. 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 11 below (waiver for beneficiaries paragraph).

11. Sabido agrees that he waives and shall not seek payment for any of the health care billings covered by this Agreement from any health care beneficiaries or their parents, sponsors, legally responsible individuals, or third party payors based upon the claims defined as Covered Conduct.

12. Sabido 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, including applicable interest. 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 Sabido, 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 to which Sabido was or became indebted to on or after the date of this transfer, within the meaning of 11 U.S.C. § 548(a)(1).

13. If within 91 days of the Effective Date of this Agreement or of any payment made under this Agreement, Sabido 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 Sabido's debts, or seeking to adjudicate Sabido as bankrupt or insolvent; or (b) seeking appointment of a receiver, trustee, custodian, or other similar official for Sabido or for all or any substantial part of Sabido's assets, Sabido agrees as follows:

a. Sabido's obligations under this Agreement may not be avoided pursuant to 11 U.S.C. § 547, and Sabido shall not argue or otherwise take the position in any such case, proceeding, or action that: (i) Sabido's obligations under this Agreement may be avoided under 11 U.S.C. § 547; (ii) Sabido 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 Sabido.

b. If Sabido'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 Sabido for the claims that would otherwise be covered by the releases provided in Paragraph 2 above. Sabido 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 proceedings described in the first clause of this Paragraph, and Sabido shall not argue or

otherwise contend that the United States' claims, actions, or proceedings are subject to an automatic stay; (ii) Sabido 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 120 calendar days of written notification to Sabido that the releases have been rescinded pursuant to this Paragraph, except to the extent such defenses were available on the Effective Date of the Agreement; and (iii) the United States has a valid claim against Sabido in the amount of \$1,401,090 plus penalties, 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. Sabido acknowledges that his agreements in this Paragraph are provided in exchange for valuable consideration provided in this Agreement.

14. Sabido agrees that he shall not transfer ownership in, encumber, or sell assets or property of such amount that will materially reduce his ability to pay the Settlement Amount, including applicable interest, provided in Paragraph 1 and its subparts of this Agreement.

15. Each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

16. 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.

17. 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.

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

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

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

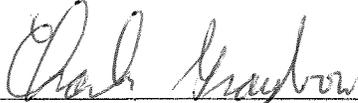
21. This Agreement is binding on Sabido's successors, transferees, heirs, and assigns.

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

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

THE UNITED STATES OF AMERICA

DATED: 1/21/15

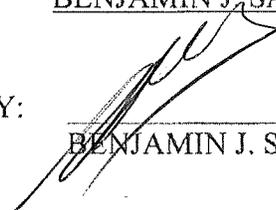
BY: 
CHARLES GRAYBOW
Assistant United States Attorney
District of New Jersey

DATED: 1/20/15

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

BENJAMIN J. SABIDO

DATED: 1/21/15

BY: 
BENJAMIN J. SABIDO

DATED: 1/21/15

BY: 
JOHN A. AZZARELLO
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