SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into among the United States of America, acting through the United States Attorney’s Office for the District of Arizona and on behalf of the Office of Inspector General ("OIG-HHS") of the Department of Health and Human Services ("HHS") (collectively "the United States"); SHAPC, LLC, d/b/a Serenity Hospice and Palliative Care ("Serenity"); Ruth Siegel ("Ms. Siegel"); and Cheryl Sifford ("Relator") (hereafter collectively referred to as "the Parties"), through their authorized representatives.

RECITALS

A. Serenity is, and at all relevant times was, a hospice operating in the State of Arizona. Serenity has, and at all relevant times had, two members: Holden Enterprises, Inc., and Ms. Siegel. The majority of Serenity’s patient census is, and at all relevant times has been, comprised of beneficiaries of the Medicare Program, Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395k(k)-1 ("Medicare").

B. On February 6, 2014, Relator filed a *qui tam* action in the United States District Court for the District of Arizona captioned *United States ex rel. Cheryl Sifford v. Serenity Hospice and Palliative Care, et al.*, Case No. CV-14-00225-PHX-GMS, pursuant to the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b) ("the Civil Action"). Relator alleges that Serenity violated the False Claims Act, the Anti-Kickback Statute, and the Stark laws by billing Medicare for patients who were not eligible for hospice care and/or were improperly referred. The United States intends to intervene in the Civil Action.

C. The United States contends that Serenity submitted or caused to be submitted claims for payment to Medicare.
D. The United States contends that it has certain civil claims against Serenity based upon a review of the medical files of the Serenity patients identified in Exhibit 1, attached hereto and incorporated herein by reference. The United States contends that Serenity knowingly submitted or knowingly caused the submission of materially false claims for payment to Medicare for these patients, identified at Exhibit 1, some of whom were provided a higher level of hospice care than was necessary or allowable under Medicare’s hospice benefit and/or were completely or partially ineligible for Medicare’s hospice benefit because, during some or all of the period that they received hospice care from Serenity, they did not have a medical prognosis of six months or less if their illnesses ran their normal course. That conduct is referred to below as “the Covered Conduct.”

E. Serenity denies the United States’ allegations in Paragraph D.

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

G. Relator claims entitlement under 31 U.S.C. § 3730(d) to a share of the proceeds of this Agreement and to Relator’s reasonable expenses, attorney’s 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 Agreement, the Parties agree and covenant as follows:

**TERMS AND CONDITIONS**

1. Serenity shall pay to the United States $2,200,000.00 (“the Settlement Amount”) no later than 20 days after the Effective Date of this Agreement by electronic funds transfer pursuant to written instructions to be provided by the United States Attorney’s Office for the District of Arizona.
2. Conditioned upon the United States receiving the Settlement Amount from Serenity, and as soon as feasible after receipt, the United States shall pay $440,000.00 to Relator by a single electronic funds transfer to The Employment Law Group, PC’s (IOLTA trust account as follows:

   Name of Bank: 
   Branch: 
   Routing Number: 
   Account Name: 
   Account Type: 
   Account Number: 

3. Serenity and Relator have resolved Relator’s claims for reasonable attorneys’ fees, expenses, and costs pursuant to 31 U.S.C. § 3730(d) pursuant to a separate Settlement and Release Agreement.

4. Subject to the exceptions in Paragraph 7, below (concerning excluded claims), conditioned upon Serenity’s full payment of the Settlement Amount, and subject to Paragraph 21, below (concerning bankruptcy proceedings commenced within 91 days of the Effective Date of this Agreement or any payment made under this Agreement), the United States releases Serenity, together with its current and former parent corporations; direct and indirect subsidiaries; brother or sister corporations; divisions; current or former owners; officers, directors, medical directors, and affiliates; and the successors, heirs, and assigns of any of them, 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 7, below (concerning excluded claims), conditioned upon Serenity's full payment of the Settlement Amount, and subject to Paragraph 21, below (concerning bankruptcy proceedings commenced within 91 days of the Effective Date of this Agreement or any payment made under this Agreement), Relator, for herself and for her heirs, successors, attorneys, agents, and assigns, releases Serenity, together with its current and former parent corporations; direct and indirect subsidiaries; brother or sister corporations; divisions; current or former owners; officers, directors, medical directors, and affiliates; and the successors, heirs, and assigns of any of them, 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. In consideration of Serenity's obligations in this Agreement and the Corporate Integrity Agreement ("CIA") entered into between OIG-HHS and Serenity, and conditioned upon Serenity's full payment of the Settlement Amount, the OIG-HHS agrees to release and refrain from instituting, directing, or maintaining any administrative action seeking exclusion from Medicare, Medicaid, and other Federal health care programs (as defined in 42 U.S.C. § 1320a-7b(f)) against Serenity under 42 U.S.C. § 1320a-7a (Civil Monetary Penalties Law) or 42 U.S.C. § 1320a-7(b)(7) (permissive exclusion for fraud, kickbacks, and other prohibited activities) for the Covered Conduct, except as reserved in this Paragraph and in Paragraph 7, below (concerning excluded claims). The OIG-HHS expressly reserves all rights to comply with any statutory obligations to exclude Serenity from Medicare, Medicaid, and other Federal health care programs under 42 U.S.C. § 1320a-7(a) (mandatory exclusion) based upon the Covered Conduct. Nothing in this Paragraph precludes the OIG-HHS from taking action against entities or persons, or for conduct and practices, for which claims have been reserved in Paragraph 7, below.
7. Notwithstanding the releases given in Paragraphs 4, 5, and 6 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; and

i. Any liability of individuals (including current or former directors, officers, employees, agents, or shareholders of Serenity) who receive written notification that they are the target of a criminal investigation (as defined in the United States Attorneys’ Manual), are indicted or charged, or enter into a plea agreement related to the Covered Conduct.

8. Relator and her 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 2, Relator and her 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.

9. Relator, for herself and for her heirs, successors, attorneys, agents, and assigns, releases Serenity, together with its current and former parent corporations; direct and indirect subsidiaries; brother or sister corporations; divisions; current or former owners; officers, directors, medical directors, and affiliates; and the successors, heirs, and assigns of any of them, from any liability to Relator arising from the filing of the Civil Action.

10. **Voluntary Exclusion:**

   a. In compromise and settlement of the rights of OIG-HHS to exclude Ms. Siegel pursuant to 42 U.S.C. § 1320a-7(b)(7), based upon the Covered Conduct, Ms. Siegel agrees to be excluded under this statutory provision from Medicare, Medicaid, and all other Federal health care programs, as defined in 42 U.S.C. § 1320a-7(b)(f), for a period of five (5) years. The exclusion shall be effective upon the Effective Date of this Agreement.

   b. Such exclusion shall have national effect. Federal health care programs shall not pay anyone for items or services, including administrative and management services, furnished, ordered, or prescribed by Ms. Siegel in any capacity while she is excluded. This payment prohibition applies to Ms. Siegel and all other individuals and entities (including, for example, anyone who employs or contracts with Ms. Siegel). The exclusion applies regardless of who submits the claim or other request for payment. 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. Ms. Siegel 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. Ms. Siegel waives any further notice of the exclusion 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 Ms. Siegel wishes to be reinstated, she 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 five-year period of exclusion. Reinstatement becomes effective upon application by Ms. Siegel, approval of the application by the OIG, and notice of reinstatement by the OIG. 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 Ms. Siegel’s eligibility to participate in these programs.

   11. Serenity and Ms. Siegel have 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. Serenity and Ms. Siegel warrant that the Financial Statements are complete, accurate, and current. If the United States learns of asset(s) in which Serenity or Ms. Siegel 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 Serenity or Ms. Siegel 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 $220,000.00 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 plus one hundred percent (100%) of the value of Serenity’s or Ms. Siegel’s net worth previously undisclosed. Serenity and Ms. Siegel agree 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.

12. In the event that the United States, pursuant to Paragraph 11, above (concerning disclosure of assets) opts to rescind this Agreement, Serenity and Ms. Siegel agree 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 30 calendar days of written notification to Serenity or Ms. Siegel that this Agreement has been rescinded and (b) relate to the Covered Conduct, except to the extent these defenses were available on February 6, 2014.

13. Serenity waives and shall not assert any defenses it 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.

14. Serenity 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 Serenity has asserted, could have asserted, or may assert in
the future against the United States, its agencies, officers, agents, employees, and servants related to the Covered Conduct and the United States’ investigation and prosecution thereof.

15. Serenity fully and finally releases Relator from any claims (including attorney’s fees, costs, and expenses of every kind and however denominated) that Serenity has asserted, could have asserted, or may assert in the future against Relator related to the Civil Action and Relator’s investigation and prosecution thereof.

16. Serenity agrees to the following:
   a. The Settlement Amount shall not be decreased as a result of the denial of claims for payment now being withheld from payment by any Medicare contractor (e.g., Medicare Administrative Contractor, fiscal intermediary, carrier, or any state payer) related to the Covered Conduct.
   b. Serenity agrees not to resubmit to any Medicare contractor or any state payer any previously denied claims related to the Covered Conduct.
   c. Serenity agrees not to appeal any such denials of claims and agree to withdraw any such pending appeals.

17. Serenity 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. §§ 1395-1395k and 1396-1396w; and the regulations and official program directives promulgated thereunder) incurred by or on behalf of Serenity and its present or former officers, directors, employees, shareholders, and agents in connection with:

   (1) the matters covered by this Agreement;
   (2) the United States’ audit(s) and civil investigation(s) of the matters covered by this Agreement;
(3) Serenity’s investigation, defense, and corrective actions undertaken in response to the United States’ audit(s) and civil investigation(s) in connection with the matters covered by this Agreement (including attorney’s fees);

(4) the negotiation and performance of this Agreement;

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

(6) the negotiation of, and obligations undertaken pursuant to, the 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.

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"). However, nothing in Paragraph 17.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 Serenity.

b. Future Treatment of Unallowable Costs: Unallowable Costs shall be separately determined and accounted for by Serenity, and Serenity 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 Serenity or any of its subsidiaries or affiliates to the Medicare, Medicaid, TRICARE, or FEHBP Programs.
c. **Treatment of Unallowable Costs Previously Submitted for Payment:**

Serenity further agrees that within 90 days of the Effective Date of this Agreement, it shall identify to applicable Medicare and TRICARE fiscal intermediaries, carriers, and/or contractors, and Medicaid and FEHBP fiscal agents, any Unallowable Costs (as defined in this Paragraph) included in payments previously sought from the United States or any state Medicaid program, including, but not limited to, payments sought in any cost reports, cost statements, information reports, or payment requests already submitted by Serenity 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. Serenity agrees that the United States, at a minimum, shall be entitled to recoup from Serenity 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 United States Attorney’s Office for the District of Arizona and/or the affected agencies. The United States reserves its rights to disagree with any calculations submitted by Serenity or any of its subsidiaries or affiliates on the effect of inclusion of Unallowable Costs (as defined in this Paragraph) on Serenity 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 Serenity’s books and records to determine that no Unallowable Costs have been claimed in accordance with the provisions of this Agreement.**
18. 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 19, below (waiver for beneficiaries).

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

20. Serenity warrants that it has reviewed its financial situation and that it 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 Serenity 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 Serenity was or became indebted to on or after the date of this transfer within the meaning of 11 U.S.C. § 548(a)(1).

21. If within 91 days of the Effective Date of this Agreement or of any payment made under this Agreement, Serenity 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 Serenity's debts; (b) seeking to adjudicate Serenity as bankrupt or insolvent; or (c) seeking appointment of a receiver, trustee, custodian, or other similar official for Serenity or for all or any substantial part of its assets, Serenity agrees as follows:
a. Serenity’s obligations under this Agreement may not be avoided pursuant to 11 U.S.C. § 547, and Serenity shall not argue or otherwise take the position in any such case, proceeding, or action that: (i) its obligations under this Agreement may be avoided under 11 U.S.C. § 547; (ii) it 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 Serenity.

b. If Serenity’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 Serenity for the claims that would otherwise be covered by the releases provided in Paragraphs 4, 5, and 6, above. Serenity 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 Serenity shall not argue or otherwise contend that the United States’ claims, actions, or proceedings are subject to an automatic stay; (ii) Serenity 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 proceedings that are brought by the United States within 30 calendar days of written notification to Serenity that the releases have been rescinded pursuant to this Paragraph, except to the extent such defenses were available on February 6, 2014; and (iii) the United States has a valid claim against Serenity for treble damages and penalties under the False Claims Act, 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. Serenity acknowledges that its agreements in this Paragraph are provided in exchange for valuable consideration provided in this Agreement.

22. Upon receipt of the payment described in Paragraph 1, above, the Parties shall promptly sign and file in the Civil Action a stipulation seeking dismissal of the Civil Action subject to the terms of the settlement, with prejudice as to the Covered Conduct and without prejudice as to any other claims, pursuant to Federal Rule of Civil Procedure 41(a)(1).

23. The Parties shall bear their own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

24. The Parties to this Agreement represent that they freely and voluntarily enter into this Agreement without any degree of duress or compulsion. The signatories to this Agreement represent that they freely and voluntarily sign this Agreement without any degree of duress or compulsion.

25. 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 Arizona. 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.

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

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

28. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement.
29. This Agreement is binding on Serenity’s successors, transferees, heirs, and assigns.

30. This Agreement is binding on Relator’s successors, transferees, heirs, and assigns.

31. The Parties consent to the United States’ disclosure of this Agreement, and information about this Agreement, to the public.

32. This Agreement is effective on the date of signature of the last signatory to the Agreement ("the Effective Date of this Agreement"). Facsimiles and electronic transmissions of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.
THE UNITED STATES OF AMERICA

DATED: 9/30/15

BY: LON R. LEAVITT
Assistant United States Attorney
District of Arizona

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
THE UNITED STATES OF AMERICA

DATED:  

BY: LON R. LEAVITT
Assistant United States Attorney
District of Arizona

DATED: 9/23/15

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
SHAPC, LLC, d/b/a SERENITY HOSPICE AND PALLIATIVE CARE

DATED: 9/9/15  
BY: [Signature]  
SHAWN McAFFEE  
Chief Executive Officer

DATED: 9/9/45  
BY: [Signature]  
ASHLEY D. ADAMS  
Ashley D. Adams, PLC  
Counsel for SHAPC, LLC, d/b/a  
Serenity Hospice and Palliative Care
DATED: Sept 16, 2015
BY: RUTH SIEGEL

DATED: Sept 16, 2015
BY: DENNIS I. WILENC HIK
Wilenchik & Bartness
Counsel for Ruth Siegel
DATED: Sept 1, 2015  BY:  

DATED:  

BY:  
DAVID L. SCHER  
The Employment Law Group, P.C.  
Counsel for Cheryl Siford  

DATED: 9/1/2015  

BY: KEVIN R. HANGER  
Bonnell, Fairbourn, Friedman & Balint, P.C.  
Counsel for Cheryl Siford
CHERYL SIFFORD

DATED: __________  BY: __________________________

CHERYL SIFFORD

DATED: 8/27/15  BY: __________________________

DAVID L. SCHER
The Employment Law Group, P.C.
Counsel for Cheryl Sifford

DATED: __________  BY: __________________________

KEVIN R. HANGER
Bonnett, Fairbourn, Friedman & Balint, P.C.
Counsel for Cheryl Sifford
EXHIBIT 1
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