SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into between the United States of America, acting through the United States Department of Justice, and on behalf of the office of the Inspector General ("OIG") of the Department of Health and Human Services ("HHS"), and Dr. Shayasta S. Mufti ("Dr. Mufti") (hereafter collectively referred to as "the Parties"), through their authorized representatives.

RECITALS

A. Dr. Mufti is an internal medicine physician (NPI # 1093973687) who practiced in the State of Delaware during the period from April 1, 2019 through December 1, 2019.

B. On June 23, 2025, the United States filed a Complaint in the United States District Court for the District of Delaware, captioned *United States v. Shayasta S. Mufti*, 25-cv-771-MN (the "Civil Action").

C. The United States contends that Dr. Mufti submitted or caused to be submitted false claims for payment to the Medicare Program, Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395lll ("Medicare").

D. The United States contends that it has certain civil claims against Dr. Mufti arising from her referrals for genetic testing for Medicare beneficiaries during the period from April 4, 2019 through November 14, 2019. That conduct is referred to below as the "Covered Conduct."

E. Specifically, the United States contends that, between April 4, 2019 and November 14, 2019, Dr. Mufti referred Medicare beneficiaries for genetic testing even though she was not otherwise treating those beneficiaries, had no physician-patient relationship with them, and had not conducted an adequate examination to determine that such testing was "reasonable and necessary for the diagnosis or treatment of illness or injury or to improve the functioning of a malformed body member," 42 U.S.C. § 1395y(a)(1)(A). The United States further contends that

Dr. Mufti did not review the results of the testing or use those results to manage the beneficiaries' clinical care. As a result, the United States contends that false and fraudulent claims were submitted to Medicare in violation of the False Claims Act, 31 U.S.C. § 3729(a)(1), for genetic testing that was not reasonable and necessary, and not covered by Medicare. *See, e.g.*, 42 C.F.R. § 411.15(k) (costs that are not "reasonable and necessary" are excluded from Medicare coverage).

F. Dr. Mufti admits the undisputed facts set forth in the attached Statement of Facts, but denies any and all liability to the United States.

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. Dr. Mufti shall pay to the United States one hundred and eighty thousand dollars ($180,000) ("Settlement Amount"), all of which is restitution, and interest on the Settlement Amount at a rate of 4.00% per annum from March 1, 2026, to be paid according to the following payment schedule by electronic funds transfer pursuant to written instructions to be provided by the Office of the United States Attorney for the District of Delaware:

   a. $80,000 to be paid within 30 days of the Effective Date of this Agreement ("Initial Payment"); and

   b. Four additional payments of $25,000 each, plus accrued interest, with the first such payment due exactly one year after the Initial Payment, and each subsequent payment due on the same date in each of the following three years ("Installment Payments").

2. Subject to the exceptions in Paragraph 3 (concerning reserved claims) below, and subject to Paragraph 4 (concerning disclosure of assets), Paragraph 12 (concerning default), and

Paragraph 13 (concerning bankruptcy) below, and upon the United States' receipt of the Settlement Amount, plus interest, due under Paragraph 1, the United States releases Dr. Mufti 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 releases given in Paragraph 2 of this Agreement, or any other term of this Agreement, the following claims and rights of the United States are specifically reserved and are not released:

a. Any liability arising under Title 26, U.S. Code (Internal Revenue Code);

b. Any criminal liability;

c. Except as explicitly stated in this Agreement, any administrative liability or enforcement right, including mandatory or permissive exclusion from Federal health care programs;

d. Any liability to the United States (or its agencies) for any conduct other than the Covered Conduct;

e. Any liability based upon obligations created by this Agreement; and

f. Any liability of individuals other than Dr Mufti.

4. Dr. Mufti has provided sworn financial disclosures and supporting documents (together "Financial Disclosures") to the United States and the United States has relied on the accuracy and completeness of those Financial Disclosures in reaching this Agreement. Dr. Mufti warrants that all Financial Disclosures provided to the United States were complete, accurate, and current as of the date they were provided to the United States and that there have been no changes in the estimated net worth set forth in those Financial Disclosures of $10,000 or more since they

were provided. If the United States learns of assets in which Dr. Mufti had an interest of any kind as of the Effective Date (including, but not limited to, promises by insurers or other third parties to satisfy Dr. Mufti obligations under this Agreement) that were not disclosed to the United States, or if the United States learns of any false statement or misrepresentation by Dr. Mufti on, or in connection with, the Financial Disclosures, and if such nondisclosure, false statement, or misrepresentation changes the estimated net worth set forth in the Financial Disclosures by $10,000 or more, the United States may at its option: (a) rescind this Agreement and reinstate its suit or file suit based on the Covered Conduct, or (b) collect the full Settlement Amount in accordance with the Agreement plus one hundred percent (100%) of the net value of Dr. Mufti's previously undisclosed assets. Dr. Mufti agrees not to contest any collection action undertaken by the United States pursuant to this provision, and agrees that she will immediately pay the United States the greater of (i) a ten-percent (10%) surcharge of the amount collected in the collection action, as allowed by 28 U.S.C. § 3011(a), or (ii) the United States' reasonable attorneys' fees and expenses incurred in such an action. In the event that the United States, pursuant to this paragraph, rescinds this Agreement, Dr. Mufti waives and 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 Dr. Mufti 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 this Agreement.

5. Dr. Mufti waives and shall not assert any defenses she 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.

6. Dr. Mufti fully and finally releases the United States, its agencies, officers, agents, employees, and servants, from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that Dr. Mufti 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 or the United States' investigation or prosecution thereof.

7. 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; and Dr. Mufti agrees not to resubmit to any Medicare contractor or any state payer any previously denied claims related to the Covered Conduct, agrees not to appeal any such denials of claims, and agrees to withdraw any such pending appeals.

8. Dr. Mufti 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. §§ 1395-1395lll and 1396-1396w-5; and the regulations and official program directives promulgated thereunder) incurred by or on behalf of Dr. Mufti 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) Dr. Mufti'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 attorneys' fees);

(4) the negotiation and performance of this Agreement; and

(5) the payment Dr. Mufti 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 Dr. Mufti, and Dr. Mufti 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 Dr. Mufti to the Medicare, Medicaid, TRICARE, or FEHBP Programs.

c. Treatment of Unallowable Costs Previously Submitted for Payment: Dr. Mufti further agrees that within 90 days of the Effective Date of this Agreement she 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 Dr. Mufti, 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. Dr. Mufti agrees that the United States, at a minimum, shall be entitled to recoup from Dr. Mufti 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 Dr. Mufti on the effect of inclusion of Unallowable Costs (as defined in this paragraph) on Dr. Mufti'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 Dr. Mufti's books and records to determine that no Unallowable Costs have been claimed in accordance with the provisions of this paragraph.

9. Dr. Mufti agrees to cooperate fully and truthfully with the United States' investigation of individuals and entities not released in this Agreement. Dr. Mufti further agrees to furnish to the United States, upon request, complete and unredacted copies of all non-privileged documents, reports, memoranda of interviews, and records in her possession, custody, or control concerning any investigation of the Covered Conduct that she has undertaken, or that has been performed by another on her behalf.

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 (waiver for beneficiaries paragraph), below.

11. Dr. Mufti agrees that she 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. The Settlement Amount represents the amount the United States is willing to accept in compromise of its civil claims arising from the Covered Conduct due solely to Dr. Mufti's financial condition as reflected in the Financial Disclosures referenced in Paragraph 4.

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

b. In the event of Uncured Default, Dr. Mufti agrees that the United States, at its sole discretion, may (i) retain any payments previously made, rescind this Agreement, and bring any civil and/or administrative claim, action, or proceeding against Dr. Mufti for the claims that would otherwise be covered by the releases provided in Paragraph 2 above, with any recovery reduced by the amount of any payments previously made by Dr. Mufti to the United States under this Agreement; (ii) take any action to enforce this Agreement in a new action or by bringing a civil action related to the Covered Conduct; (iii) offset the remaining unpaid balance from any amounts due and owing to Dr. Mufti and/or affiliated companies by any department, agency, or agent of the United States at the time of Default or subsequently; and/or (iv) exercise any other right granted by law, or under the terms of this Agreement, or recognizable at common law or in equity. The United States shall be entitled to any other rights granted by law or in equity by reason of Default, including referral of this matter for private collection. In the event the United States pursues a collection action, Dr. Mufti agrees immediately to pay the United States the greater of (i) a ten-percent (10%) surcharge of the amount collected, as allowed by 28 U.S.C. § 3011(a), or (ii) the United States' reasonable attorneys' fees and expenses incurred in such an action. In the event that the United States opts to rescind this Agreement pursuant to this paragraph, Dr. Mufti waives and agrees not to plead, argue, or otherwise raise any defenses of statute of limitations, laches, estoppel or similar theories, to any civil or administrative claims that are (i) filed by the United States against Dr. Mufti within 120 days of written notification that this Agreement has been rescinded, and (ii) relate to the Covered Conduct, except to the extent these defenses were available on the Effective Date of the Agreement. Dr. Mufti agrees not to contest any offset, recoupment, and/or collection action undertaken by the United States pursuant to this paragraph, either administratively or in any state or federal court, except on the grounds of actual payment to the United States.

c. In the event of Uncured Default, OIG-HHS may exclude Dr. Mufti from participating in all Federal health care programs until Dr. Mufti pays the Settlement Amount, with interest, as set forth above (Exclusion for Default). OIG-HHS will provide written notice of any such exclusion to Dr. Mufti. Dr. Mufti 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. Reinstatement to program participation is not automatic. If at the end of the period of exclusion, Dr. Mufti wishes to apply for reinstatement, she must submit a written request for reinstatement to OIG-HHS in accordance with the provisions of 42 C.F.R. §§ 1001.3001-.3005. Dr. Mufti will not be reinstated unless and until OIG-HHS approves such request for reinstatement. The option for Exclusion for Default is in addition to, and not in lieu of, the options identified in this Agreement or otherwise available.

13. In exchange for valuable consideration provided in this Agreement, Dr. Mufti acknowledges the following:

a. Dr. Mufti has reviewed her financial situation and warrants that she 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 Initial Payment.

b. In evaluating whether to execute this Agreement, the Parties intend that the mutual promises, covenants, and obligations set forth herein constitute a contemporaneous exchange for new value given to Dr. Mufti, within the meaning of 11 U.S.C. § 547(c)(1), and the Parties conclude that these mutual promises, covenants, and obligations do, in fact, constitute such a contemporaneous exchange.

c. The mutual promises, covenants, and obligations set forth herein are intended by the Parties to, and do in fact, constitute a reasonably equivalent exchange of value.

d. The Parties do not intend to hinder, delay, or defraud any entity to which Dr. Mufti was or became indebted to on or after the date of any transfer contemplated in this Agreement, within the meaning of 11 U.S.C. § 548(a)(1).

e. If any of Dr. Mufti's payments or obligations under this Agreement are avoided for any reason (including but not limited to, through the exercise of a trustee's avoidance powers under the Bankruptcy Code) or if, before the Settlement Amount is paid in full, Dr. Mufti or a third party commences a case, proceeding, or other action under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors seeking any order for relief of Dr. Mufti's debts, or to adjudicate Dr. Mufti as bankrupt or insolvent; or seeking appointment of a receiver, trustee, custodian, or other similar official for Dr. Mufti or for all or any substantial part of Dr. Mufti's assets:

(i) the United States may rescind the releases in this Agreement and bring any civil and/or administrative claim, action, or proceeding against Dr. Mufti for the claims that would otherwise be covered by the releases provided in Paragraph 2 above; and

(ii) the United States has an undisputed, noncontingent, and liquidated allowed claim against Dr. Mufti in the amount of $ 6,731,901.61, less any payments received pursuant to Paragraph 1 of this Agreement, provided, however, that such payments are not otherwise avoided and recovered from the United States by Dr. Mufti, a receiver, trustee, custodian, or other similar official for Dr Mufti.

f. Dr. Mufti agrees that any civil and/or administrative claim, action, or proceeding brought by the United States under Paragraph 13.e is not subject to an "automatic stay" pursuant to 11 U.S.C. § 362(a) because it would be an exercise of the United States' police and regulatory power. Dr. Mufti shall not argue or otherwise contend that the United States' claim, action, or proceeding is subject to an automatic stay and, to the extent necessary, consents to relief from the automatic stay for cause under 11 U.S.C. § 362(d)(1). Dr. Mufti waives and shall not plead, argue, or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel, or similar theories, to any such civil or administrative claim, action, or proceeding brought by the United States within 120 days of written notification to Dr. Mufti 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.

14. Upon receipt of the Initial Payment described in Paragraph 1.a, above, the Parties shall promptly sign and file in the Civil Action a Joint Stipulation of Dismissal of the Civil Action pursuant to Rule 41(a)(1).

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 into this Agreement without any degree of duress or compulsion.

17. This Agreement is governed by the laws of the United States. The exclusive venue for any dispute relating to this Agreement is the United States District Court for the District of Delaware. 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 Dr. Mufti'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 and electronic transmissions of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

THE UNITED STATES OF AMERICA

Benjamin L. Wallace
United States Attorney

DATED: 3/24/26 BY: ______________________

Jacob Laksin
Assistant United States Attorney
District of Delaware

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DATED: __________ BY: SPENCER TURNBULL Digitally signed by SPENCER TURNBULL Date: 2026.03.27 16:32:55 -04'00'

Susan E. Gillin
Assistant Inspector General for Legal Affairs
Office of Counsel to the Inspector General
Office of Inspector General
United States Department of Health and Human Services

DR. SHAYASTA S. MUFTI - DEFENDANT

DATED: 4/16/26 BY: ______________________

Shayasta S. Mufti

DATED: 4/16/26 BY: ______________________

Adam Balick, Esq.
Counsel for Dr. Mufti

STATEMENT OF FACTS

1. Beginning in or around April 2019 and continuing through November 2019, Dr. Shayasta S. Mufti ("Dr. Mufti") was working as a contracted doctor for a telemedicine company called MySpecialistMD. During that time, Dr. Mufti ordered genetic tests for 103 Medicare beneficiaries who were referred to her by MySpecialistMD.

2. During her association with MySpecialistMD, Dr. Mufti was provided access to an online telemedicine portal through which she could review and electronically approve consults for genetic testing for Medicare beneficiaries. Dr. Mufti's approval of these consults caused MySpecialistMD to apply her electronic signature and physician information to be generated and applied to a series of documents resulting in orders for genetic testing, including certificates of medical consultation, test order forms, and related supporting documentation, such as certifications of medical necessity.

3. Dr. Mufti had no pre-existing physician-patient relationship with any of the beneficiaries for whom she ordered testing. Notwithstanding her certifications, she did not examine the beneficiaries, and made no effort to determine whether genetic testing was medically necessary or consistent with Medicare coverage limitations. Dr. Mufti did not review or discuss the test results with the beneficiaries, and she did not use the results of the genetic tests to manage their medical conditions or inform any treatment decisions. Her determinations were based solely on the criteria supplied by MySpecialistMD, not on any medical judgment consistent with Medicare requirements.

4. Medicare paid $564,985.87 on genetic testing claims Dr. Mufti ordered.