

## 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 “United States”) and Kevin Michael Brown (“Brown”) through his authorized representative. The United States and Brown are hereafter collectively referred to as “the Parties.”

### RECITALS

A. Brown is a chiropractor and was the sole owner of Revive Medical LLC (“Revive Medical OKC”) and the co-owner of Revive Medical of San Diego, Inc. (“Revive Medical of San Diego”) with Dr. Michael Woo-Ming.

B. Revive Medical of San Diego was a California medical corporation with a principal place of business at 7220 Trade St., Ste. 209 San Diego, California 92121. Revive Medical of San Diego was enrolled as a Medicare provider.

C. Revive Medical OKC was an Oklahoma limited liability company with a principal place of business in Oklahoma City, Oklahoma. Revive Medical OKC was enrolled as a Medicare provider.

D. The United States contends that Brown, Revive Medical of San Diego, and Revive Medical OKC 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”), arising from the submission of false claims to Medicare through Brown’s companies, Revive Medical of San Diego and Revive Medical OKC, for surgically implantable neurostimulators using Healthcare Common Procedure Coding System (“HCPCS”) Code L8679, when in fact Brown’s companies Revive Medical of San Diego and Revive Medical OKC provided electro-acupuncture services (Stivax) during the period from July 2018 to June 2020.

E. Brown stipulates to the following facts:

1. From May 2019 through June 2020, Brown and his company Revive Medical of San Diego submitted or caused to be submitted claims to Medicare for implantable neurostimulator devices.

2. From July 2018 through April 2020, Brown and his company Revive Medical OKC submitted or caused to be submitted claims to Medicare for implantable neurostimulator devices.

3. To be reimbursable by Medicare, implantable neurostimulators require surgical implantation into the central nervous system or peripheral nerve, typically in an operating room. Brown, Revive Medical of San Diego, and Revive Medical OKC submitted these claims using HCPCS Code L8679 ("Implantable Neurostimulator, Pulse Generator").

4. Revive Medical of San Diego's and Revive Medical OKC's personnel did not surgically implant neurostimulators or perform surgery in an operating room. Instead, Revive Medical of San Diego's and Revive Medical OKC's personnel applied a "Stivax" device to patients' ears in their offices. Stivax delivered intermittent stimulation by electrical pulses in a process known as electroacupuncture and did not require surgical implantation.

5. To apply the Stivax device, Revive Medical of San Diego's and Revive Medical OKC's personnel taped to patients' ears an electrode with two tiny acupuncture needles, which was attached by a cable to an external battery-operated, single-use device taped behind the patients' ears. Stivax devices were typically worn by patients for a few days, or a few weeks, and were then disposed of.

6. Revive Medical of San Diego personnel performed Stivax procedures as described above at Interventional Pain Solutions ("IPS"), which is located at 10 Governors Ln., Chico, California 95926. Brown and Revive Medical of San Diego billed said procedures under HCPCS L8679.

7. Despite statements in claims submitted to Medicare Part B claiming that Dr. Michael Woo-Ming was the rendering and/or referring provider, and despite requirements under California law applicable to medical corporations, Dr. Woo-Ming at no time rendered, referred, supervised, or reviewed any medical procedures, including Stivax procedures, that were performed at Revive Medical of San Diego or by Revive Medical of San Diego's personnel at other locations, including at IPS.

The conduct described in Paragraphs D and E is referred to below as the "Covered Conduct."

F. This Agreement is neither an admission of liability by Brown 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 Settlement Agreement, the Parties agree and covenant as follows:

#### TERMS AND CONDITIONS

1. Brown agrees to pay the United States the sum of \$180,000 (the “Settlement Amount”), which is restitution, by electronic funds transfer pursuant to written instructions to be provided by the Office of the United States Attorney for the Eastern District of California.

Brown shall pay the Settlement Amount in the following manner:

- a. By July 1, 2024, Brown will make a payment to the United States in the amount of \$15,000, pursuant to the payment schedule attached at Exhibit A.
- b. By January 1, 2025, Brown will make a payment to the United States in the amount of \$15,0000 plus interest, pursuant to the payment schedule attached at Exhibit A.
- c. Over a period of five (5) years, Brown will pay the remaining \$150,000 plus interest pursuant to the payment schedule attached at Exhibit A.
- d. The Settlement Amount may be prepaid, in whole or in part, without penalty or premium.

2. Subject to the exceptions in Paragraph 4 (concerning reserved claims) below, and subject to Paragraph 5 (concerning disclosure of assets), Paragraph 13 (concerning default), and Paragraph 14 (concerning bankruptcy) below, and upon the United States’ receipt of the full Settlement Amount, the United States releases Brown 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, OIG-HHS and Brown agree as follows:

- a. In compromise and settlement of the rights of OIG-HHS to exclude Brown pursuant to 42 U.S.C. § 1320a-7(b)(7), based upon the Covered Conduct, Brown 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-7b(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 Brown in any capacity while Brown is excluded. This payment prohibition applies to Brown and all other individuals and entities (including, for example, anyone who employs or contracts with Brown, and any hospital or other provider where Brown provides services). 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. Brown 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. Brown 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 Brown wishes to be reinstated, he 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 the OIG-HHS no earlier than 90 days prior to the expiration of the five-year period of exclusion. Reinstatement becomes effective upon application by Brown, approval of the application by the OIG-HHS, and notice of reinstatement by the OIG-HHS. 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 Brown's eligibility to participate in these programs.

4. Notwithstanding the release 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 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 except Brown.

5. Brown 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. Brown warrants that the Financial Disclosures are complete, accurate, and current as of the Effective Date of this Agreement. If the United States learns of asset(s) in which Brown had an interest of any kind as of the Effective Date of this Agreement (including, but not limited to, promises by insurers or other third parties to satisfy Brown's obligations under this Agreement) that were not disclosed in the Financial Disclosures, or if the United States learns of any false statement or misrepresentation by Brown 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 \$100,000 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 Brown's previously undisclosed assets. Brown agrees not to contest any collection action undertaken by the United States pursuant to this provision and agrees that he 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, Brown 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 Brown 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.

6. Brown waives and shall not assert any defenses Brown 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.

7. Brown 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 Brown 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. Brown hereby expressly waives all rights he may have by virtue of Section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

8. 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 Brown 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.

9. Brown 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 Brown, his 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) Brown'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 payments Brown 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 Brown, and Brown 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 Brown or any of his affiliates to the Medicare, Medicaid, TRICARE, or FEHBP Programs.

c. Treatment of Unallowable Costs Previously Submitted for Payment:

Brown 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 Brown or any of his 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. Brown agrees that the United States, at a minimum, shall be entitled to recoup from Brown 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 Brown or any of his affiliates on the effect of inclusion of Unallowable Costs (as defined in this paragraph) on Brown or any of his 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 Brown's books and records to determine that no Unallowable Costs have been claimed in accordance with the provisions of this paragraph.

10. Brown agrees to cooperate fully and truthfully with the investigation of individuals and entities not released in this Agreement by the United States, including by sitting for an interview with OIG-HHS and counsel for the United States within sixty (60) days of the Effective Date of this agreement. Upon reasonable notice, Brown shall encourage, and agree not to impair, the cooperation of his directors, officers, and employees, and shall use his 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. Brown 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 his possession, custody, or control concerning any investigation of the Covered Conduct that they have undertaken, or that has been performed by another on their behalf.

11. 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 12 (waiver for beneficiaries paragraph), below.

12. Brown 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.

13. 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 Brown's financial condition as reflected in the Financial Disclosures referenced in Paragraph 5.

a. If Brown fails to pay the Settlement Amount as provided in the payment schedule set forth in Paragraph 1 and Exhibit A, Brown shall be in Default of Brown's payment obligations ("Default"). The United States will provide a written Notice of Default, and Brown

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 Brown, or to such other representative as Brown shall designate in advance in writing. If Brown 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, Brown 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 Brown 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 Brown to the United States under this Agreement; (ii) take any action to enforce this Agreement in a new action; (iii) offset the remaining unpaid balance from any amounts due and owing to Brown 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, Brown 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, Brown 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 Brown 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. Brown 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, the OIG-HHS may exclude Brown from participating in all Federal health care programs until Brown pays the Settlement Amount as set forth above (Exclusion for Default). The OIG-HHS will provide written notice of any such exclusion to Brown. Brown 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, Brown wishes to apply for reinstatement, he must submit a written request for reinstatement to the OIG-HHS in accordance with the provisions of 42 C.F.R. §§ 1001.3001-.3005. Brown will not be reinstated unless and until the 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.

14. In exchange for valuable consideration provided in this Agreement, Brown acknowledges the following:

a. Brown has reviewed his financial situation and warrants that he 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.

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 Brown, within the meaning of 11 U.S.C. § 547I(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 Brown 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 Brown'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) or if, before the Settlement Amount is paid in full, Brown 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 Brown's debts, or to adjudicate Brown as bankrupt or insolvent; or seeking appointment of a receiver, trustee, custodian, or other similar official for Brown or for all or any substantial part of Brown'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 Brown for the claims that would otherwise be covered by the release provided in Paragraph 2 above;

(ii) the United States has an undisputed, noncontingent, and liquidated allowed claim against Brown in the amount of at least \$9,261,252.60, less any payments received pursuant to Paragraph 1 of and Exhibit A to this Agreement, provided, however, that such payments are not otherwise avoided and recovered from the United States by Brown, a receiver, trustee, custodian, or other similar official for Brown.

f. Brown agrees that any civil and/or administrative claim, action, or proceeding brought by the United States under Paragraph 14.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. Brown 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). Brown 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 Brown that the releases have been rescinded pursuant to this paragraph, except to the extent such defenses were available on the Effective Date.

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 Eastern District of California. 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. Forbearance by the United States from pursuing any remedy or relief available to it under this Agreement shall not constitute a waiver of rights under this Agreement.

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 Brown'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.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

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

**THE UNITED STATES OF AMERICA**

DATED: 7/2/24 BY: Emilia P. E. Morris  
PHILLIP A. TALBERT  
United States Attorney  
EMILIA P. E. MORRIS  
Assistant United States Attorney  
Eastern District of California

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
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

**KEVIN MICHAEL BROWN**

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
KEVIN MICHAEL BROWN

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
ELLEN COMELY  
Oberheiden P.C.  
Counsel for Kevin Brown



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**THE UNITED STATES OF AMERICA**

PHILLIP A. TALBERT  
United States Attorney

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
EMILIA P. E. MORRIS  
Assistant United States Attorney  
Eastern District of California

DATED: 07/10/24

BY: SUSAN GILLIN Digitally signed by SUSAN GILLIN  
Date: 2024.07.10 13:52:40 -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

**KEVIN MICHAEL BROWN**

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
KEVIN MICHAEL BROWN


DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
ELLEN COMELY  
Oberheiden P.C.  
Counsel for Kevin Brown

DATED: 7/1/2024

BY:   
KEVIN MICHAEL BROWN

DATED: 7/1/24

BY:   
ELLEN COMELY  
Oberheiden P.C.  
Counsel for Kevin Brown

## EXHIBIT A

### PAYMENTS OVER TIME

Payment #	Date	Payment	Interest	Principal	Balance
Beginning Balance					\$180,000.00
1	7/1/2024	\$15,000.00	\$0.00	\$15,000.00	\$165,000.00
2	1/1/2025	\$17,990.63	\$2,990.63	\$15,000.00	\$150,000.00
3	7/1/2025	\$32,718.75	\$2,718.75	\$30,000.00	\$120,000.00
4	7/1/2026	\$34,350.00	\$4,350.00	\$30,000.00	\$90,000.00
5	7/1/2027	\$33,262.50	\$3,262.50	\$30,000.00	\$60,000.00
6	7/1/2028	\$32,175.00	\$2,175.00	\$30,000.00	\$30,000.00
7	7/1/2029	\$31,087.50	\$1,087.50	\$30,000.00	\$0.00
Total		\$196,584.38	\$16,584.38	\$180,000.00	

\*Interest: 3.625%