IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Norfolk Division

UNITED STATES OF AMERICA	)	
	)	
v.	)	CRIMINAL NO. 2:25-cr-1
	)	
CHESAPEAKE REGIONAL MEDICAL CENTER,	)	
	)	
a/k/a CHESAPEAKE GENERAL HOSPITAL,	)	
	)	
a/k/a CHESAPEAKE REGIONAL HEALTHCARE,	)	
	)	
Defendant.	)	

DEFERRED PROSECUTION AGREEMENT

The United States Attorney's Office for the Eastern District of Virginia ("USAO") and Chesapeake Regional Medical Center ("CRMC"), a municipal corporation and hospital headquartered in Chesapeake, Virginia, enter into this Deferred Prosecution Agreement ("the Agreement").

Factual Basis and Acceptance of Responsibility

1. CRMC: (a) knowingly waives all rights to a speedy trial pursuant to the Sixth Amendment to the United States Constitution, Title 18, United States Code Section 3161, and Federal Rule of Criminal Procedure 48(b); (b) knowingly waives any objection with respect to venue to any charges by the United States arising out of the conduct described in the Statement of Facts attached hereto as Attachment A, including the charges in the pending Indictment; and (c) agrees to dismiss its appeal pending in the United States Court of Appeals for the Fourth Circuit, Case No. 26-4013, and not seek to reinstate such appeal during the pendency of the Term (defined below). The USAO agrees to defer prosecution of CRMC pursuant to the terms and conditions described below. Upon the parties' execution of this Agreement and Statement of Facts, the parties further agree to jointly move the Court to exclude 2.5 years from the date the Agreement is executed from Speedy Trial Act calculations pursuant to 18 U.S.C. § 3161(h)(2).

2. CRMC admits, accepts, and acknowledges that it is responsible under United States law for the acts of its officers, directors, employees, and agents, and as set forth in the Statement of Facts (attached as Attachment A and incorporated by reference into this Agreement), and that the facts described in the Statement of Facts are true and accurate.

3. CRMC agrees that it shall not, through present or future attorneys, officers, directors, employees, agents or any other person authorized to speak for CRMC make any public

statement, in litigation or otherwise, contradicting the facts described in the Statement of Facts, attached hereto as Attachment A. Any such contradictory public statement shall constitute a breach of this Agreement.

Relevant Considerations

4. The USAO enters into this Agreement based on the individual facts and circumstances presented by this case and CRMC, including:

a) the nature, circumstances, and duration of the conduct described in the Statement of Facts, including the resulting patient harm;

b) CRMC received credit for its cooperation with the Investigation. Its cooperation included: conducting an internal investigation; affirmative acceptance of responsibility; making employees available for testimony at the trial of Javaid Perwaiz; making employees available for interviews before the trial and throughout this Investigation; and, producing thousands of emails to the USAO. However, CRMC did not voluntarily self-disclose;

c) CRMC has engaged in remedial measures, including: (1) hiring an external and independent compliance consulting firm to conduct a comprehensive review of CRMC's compliance program; (2) providing a copy of the review to the government notwithstanding any claim of privilege; (3) restructuring its compliance program to include the duties of its Chief Compliance Officer and significantly increasing the size of its compliance department; (4) instituting a patient safety training initiative for all physicians and staff; (5) establishing a centralized physician peer review committee; (6) adopting a formal annual compliance workplan; (7) significantly revising its Code of Conduct regarding compliance; (8) restructuring its annual compliance training plan; (9) revising its billing compliance audit to include evaluating for medical necessity; and (10) discharging its Chief Executive Officer, who held that office from 2016 to 2026;

d) the Investigation, although predominantly focused on Perwaiz, has not revealed that similar issues were pervasive as to other physicians with privileges at CRMC; and

e) the potential collateral consequences of a criminal conviction for CRMC, a non-profit hospital providing medical care to and employment of numerous Hampton Roads residents.

Accordingly, after considering (a) through (e) above, the USAO believes that an appropriate resolution of this case is this Agreement with CRMC.

Term

5. CRMC's obligations under this Agreement shall have a term of 24 months from the later of the date on which the Agreement is executed or the date on which the Independent Compliance Monitor and Claims Administrator are retained by CRMC or the date on which the district court enters an order tolling Speedy Trial (the "Term"). In the event the USAO finds, in its sole discretion, that there exists a change in circumstances sufficient to eliminate the need for an

ongoing compliance monitor, discussed below, and the other provisions of this Agreement have been satisfied, the Agreement may be terminated early.

Independent Compliance Monitor

6. CRMC agrees to retain an Independent Compliance Monitor ("Monitor") for the Term of this Agreement, subject to the early termination as described above. The Monitor's primary responsibility is to assess, oversee, and monitor CRMC's compliance obligations under this Agreement, so as to specifically address and reduce the risk of any recurrence of the conduct described in the Statement of Facts. CRMC shall cooperate fully with the Monitor, and the Monitor shall have the authority to take such reasonable steps as, in his or her view, may be necessary to be fully informed with respect to the Monitor's mandate. To that end, CRMC shall facilitate the Monitor's access to CRMC's documents and resources and shall not limit such access. CRMC shall provide the Monitor with access to all information, documentation, records, facilities, and employees, as reasonably requested by the Monitor. CRMC shall use its best efforts to provide the Monitor with access to CRMC's former employees and its third-party vendors, agents, and consultants. The Monitor shall maintain as confidential all non-public information, documents, and records it receives from CRMC, subject to the Monitor's reporting requirements herein.

7. No later than within 30 days following the execution of this Agreement, CRMC will propose to the USAO a pool of three qualified candidates to serve as the Monitor. If the USAO determines, in its sole discretion, that any of the candidates are not, in fact, qualified to serve as the Monitor, or if the USAO, in its sole discretion, is not satisfied with the candidates proposed, the USAO reserves the right to seek additional nominations from CRMC. The USAO retains the right, in its sole discretion, to choose the Monitor from among the proposed candidates, although CRMC may express its preference. In the event the USAO rejects all proposed Monitors, the USAO shall propose an additional three candidates within twenty business days after providing notice of the rejection. This process shall continue until a Monitor acceptable to both parties is chosen. The parties will use their best efforts to complete the monitor selection process within sixty calendar days of the execution of this Agreement.

8. Except as set forth below in this paragraph, should the Monitor during the course of his/her engagement, discover questionable, improper, or illegal practices relating to compliance with the statutes, regulations, and written directives of Medicare, Medicaid, and other health care benefit programs, or violation of CRMC's compliance or ethics programs, the Monitor shall promptly report such improper activities to the Board of Directors and Chief Corporate Compliance Officer. The Monitor shall also report such improper activities to the USAO at any time, and shall do so when the USAO requests the information. The Monitor shall also immediately report to the USAO activities that pose a risk to patient safety, involve senior management of CRMC, involve obstruction of justice, or otherwise pose a substantial risk of harm.

Changes to Compliance Program and Policies

9. By the conclusion of the Term of this Agreement, CRMC agrees to implement the following changes with the guidance of the Monitor, and the Monitor shall certify the same in

writing to the USAO, including where feasible (e.g., implementation of a certain policy), written documentation of the same:

a) Substantially implement the recommendations of the compliance consulting firm as reflected in their previously-completed report. The Monitor shall have full access to such recommendations and any other associated materials regardless of any attorney-client privilege, work product doctrine, or any other legally cognizable privilege or protection that may exist;

b) To the extent not already implemented, restructure and increase Compliance Program staffing, to include maintaining a Chief Corporate Compliance Officer who reports only to CRMC's governing body and who has no role or duty other than compliance, and hire and maintain no fewer than the compliance consulting firm's recommended number and roles of compliance personnel, to include membership on the Compliance Committee;

c) To the extent not already implemented, establish and implement a policy prohibiting retaliation against any employees or medical practitioners with privileges at CRMC reporting potential violations of federal laws pertaining to health care, policies of health care benefit programs, or concerns about patient safety, knowledge, and care;

d) To the extent not already implemented, establish a telephonic and electronic means for employees to report compliance or other concerns regarding physicians or other employees, including a means for anonymized reporting, and require such complaints to be maintained for at least ten years in a format readily accessible to the Compliance Department. Notice about the means for reporting shall be posted prominently throughout CRMC and on any internal websites, and such notice shall include a statement that complainants cannot and will not be retaliated against;

e) To the extent not prohibited by HIPAA, establish and implement a policy requiring physicians with privileges at CRMC to provide the entire patient medical record from their practice for any peer review, audit, or similar proceeding at CRMC, or in response to a request from the Compliance Department for any reason;

f) Establish and implement a policy imposing on CRMC the obligation, regardless of any similar obligation on the physician performing the procedure, to report directly to any patient within 48 hours of a surgery if any procedures were performed that were not on the consent form at the time of the patient's signing;

g) Establish and implement a policy prohibiting any gifts between physicians and CRMC employees beyond a determined annual *de minimus* amount and requiring annual reporting on the same to the Compliance Department;

h) To the extent not already implemented, establish and implement a program for regularly auditing scheduled inductions, including Cesarean sections, to ensure the scheduled deliveries comply with CRMC's existing policy regarding elective inductions;

i) To the extent not already implemented, establish and implement a policy prohibiting the performance of bilateral tubal ligations or other female sterilization on Medicaid beneficiaries where the physician does not present a form signed by the patient consent to the procedure at least 30 days in advance;

j) Establish and implement a policy requiring all surgeons to use photographic or video technology in the operating room when such technology is available and its use is not inconsistent with the standard of care;

k) Conduct an independent investigation, or designate a law firm to conduct an independent investigation if the Monitor is not a law firm, at CRMC's expense and with the USAO's concurrence regarding the selected law firm, of the conduct of all individuals identified in the Statement of Facts as having participated in, or having had direct knowledge, of the illegal conduct described in the Statement of Facts and Indictment who remain employed by or remain executives at CRMC. Any such law firm shall report to the Monitor, and does not enjoy a privileged relationship with CRMC. To the extent the USAO has additional information regarding conduct of these individual other than that alleged in the Indictment and Statement of Facts, the Monitor/law firm shall also investigate that conduct. CRMC shall implement the Monitor's recommendations regarding termination, demotion, or other remedial actions; and

l) Any other changes the Monitor deems appropriate and necessary.

Monetary Payment

10. CRMC agrees to pay health care benefit programs a total amount of **$6,418,458** ("Total Monetary Payment") by the conclusion of the Term of this agreement, representing a reasonable approximation of the money it obtained from health care benefit programs, and that Perwaiz obtained for surgeries and obstetric procedures he performed at CRMC, from 2010 to 2019 as a result of the conduct described in Attachment A. The payments shall be allocated among health care benefit programs as follows:

Medicaid (surgical procedures): $2,492,136
Medicare (surgical procedures): $523,174
TRICARE (surgical procedures): $293,192
Total (surgical procedures): $3,308,502

Total (obstetric procedures – all programs): $3,109,956

11. CRMC further agrees to pay restitution to patients, to the persons and in the amounts assessed by the Claims Administrator as described further below, for whom the Claims Administrator determines there is sufficient evidence, including contemporaneous medical records or insurance records, or in their absence, secondary evidence, third-party affidavits, or sworn claimant attestations, showing they had a procedure performed by Javaid Perwaiz at CRMC, and as a result incurred harms compensable under the Mandatory Victim Restitution Act (MVRA), 18 U.S.C. § 3663A, in a total amount not to exceed **$12,836,916** ("the Patient Restitution Fund"). The

terms of the Patient Restitution Fund, which may be modified by mutual agreement of the parties without the need to re-execute this Agreement, are as follows.

- Patient claims will be received and processed by a Claims Administrator mutually agreed upon by the parties. The Claims Administrator will be paid for by CRMC.

- Upon request of the Claims Administrator, the parties agree to provide all existing records that they hold to the Claims Administrator for patients who file a request for compensation from the Patient Restitution Fund, and/or to confirm whether such records exist, and to make best efforts to locate such records.

- The Claims Administrator shall, in consultation with the parties, establish procedures to verify the identity of claimants and the validity of the claims, which may include requiring claimants to appear in person to verify their identities and/or electronic verification tools and/or requiring claimants to allow the Claims Administrator to speak with the claimants' medical providers or other witnesses regarding the claims, and/or interviews of the claimants. The Claims Administrator has authority to require additional documentation as it deems appropriate and will require increased verification for larger claims.

- The standards of proof and compensability normally applicable to a restitution proceeding in the Eastern District of Virginia under the MVRA shall apply except as otherwise modified herein. The Claims Administrator shall consult with the United States regarding any questions regarding the same. For past, *i.e.* already-incurred, compensable losses, the Claims Administrator shall accept claimant affidavits attested to under penalty of perjury which itemize the expenses in amounts up to $2,000 total per claimant, in lieu of receipts or other documentation of such expenses. Losses that are compensable through other sources, such as long-term disability or health care benefit programs, shall not be compensated through the Patient Restitution Fund.

- Patients will have six months from the commencement of the Term of the Agreement to submit such requests, the Claims Administrator will have 1 year to process such requests, and CRMC shall pay compensable amounts within six months of the Claims Administrator's final determination of compensability of all claims. Determinations by the Claims Administrator regarding eligibility of claimants and the compensability of claims are final, but the Claims Administrator will consider any submissions by the parties regarding the compensability of claims and consult with the United States before finally determining that a claimant is ineligible for compensation.

- Should the total amount of claims deemed compensable by the Claims Administrator exceed $12,836,916, all claims shall be pro-rated to reduce the total amount to $12,836,916. In the event pro-rating of claims is necessary, in no event shall any one patient's compensation exceed 1% of the total Patient Restitution Fund.

- CRMC agrees that applying for, participating in, receiving, accepting, or negotiating any payment from the Patient Restitution Fund shall not release, waive, settle, or

discharge any claimant's civil claims against CRMC, CHA, any of their present or former employees or any other person or entity arising from the conduct described in the Statement of Facts and Criminal Indictment, or require dismissal or withdrawal from any pending civil action or bar any claimant from filing a civil action. To the extent claimed by any defendant, any credit towards the satisfaction of a civil claim or judgment shall be limited, to the extent permitted by applicable law, to amounts actually paid by the Patient Restitution Fund for the identical loss recovered in the civil action. No payment shall constitute full satisfaction of losses exceeding that payment, and no determination by the Claims Administrator shall bind a claimant or defendant concerning civil liability.

12. Pursuant to 18 U.S.C. § 3571(d), CRMC also agrees to pay a fine equivalent to twice the gross gain to CRMC or loss to health care benefit programs, whichever is greater, that is, **$12,836,916**. The applicable statutory guidelines range under Section § 8C2.4 of the United States Sentencing Guidelines exceeds this statutory maximum amount. The entire amount of this fine, however, shall be initially set aside for restitution to patients, discussed in the prior paragraph. No later than the conclusion of the Term, any remaining amount that was not paid to patients shall be paid as a fine to the United States. Such fine amount, after restitution to patients as set forth in paragraph 11 above, shall be reduced by any clawback in compensation from senior executives who had knowledge of the conduct identified in the Statement of Facts and Indictment. For the avoidance of doubt, the total amount CRMC shall be obligated to pay to satisfy the obligations in paragraphs 11 and 12 is **$12,836,916**.

Deferred Prosecution

13. In consideration of the undertakings agreed to by CRMC herein, the USAO agree that any prosecution of CRMC for the conduct set forth in the attached Statement of Facts be and hereby is deferred for the Term. To the extent there is conduct disclosed by CRMC that is not set forth in the attached Statement of Facts, such conduct will not be exempt from further prosecution and is not within the scope of or relevant to this Agreement.

14. The USAO further agrees that if CRMC fully complies with all of its obligations under this Agreement, it will not continue the criminal prosecution against CRMC and, at the conclusion of the Term, this Agreement shall expire. Within six months after the Agreement's expiration, the USAO shall seek dismissal with prejudice of the Indictment, and agree not to file charges in the future against CRMC based on the conduct described in this Agreement, the Indictment, and the attached Statement of Facts.

Breach of the Agreement

15. If, during the Term, CRMC (a) commits any felony under U.S. federal law; (b) provides in connection with this Agreement deliberately false, incomplete, or misleading information; (c) or otherwise fails to completely perform or fulfill each of CRMC's obligations under the Agreement, including its obligations regarding the compliance program set forth above, regardless of whether the USAO becomes aware of such a breach after the Term is complete, CRMC shall thereafter be subject to prosecution for any federal criminal violation of which the

USAO has knowledge, including, but not limited to, the charges in the Indictment and the conduct described in the attached Statement of Facts, Attachment A, which may be pursued by the USAO in the U.S. District Court for the Eastern District of Virginia or any other appropriate venue.

16. Determination of whether CRMC has breached the Agreement and whether to pursue prosecution of CRMC shall be in the USAO's sole discretion. Any such prosecution may be premised on information provided by CRMC or its personnel. Any such prosecution relating to the conduct described in the Statement of Facts or relating to conduct known to the USAO prior to the date on which this Agreement was signed that is not time-barred by the applicable statute of limitations on the date of the signing of this Agreement may be commenced against CRMC, notwithstanding the expiration of the statute of limitations, between the signing of this Agreement and the expiration of the Term plus one year. Thus, by signing this Agreement, CRMC agrees that the statute of limitations with respect to any such prosecution that is not time-barred on the date of the signing of this Agreement shall be tolled for the Term plus one year. In addition, CRMC agrees that the statute of limitations as to any violation of federal law that occurs during the Term will be tolled from the date upon which the violation occurs until the earlier of the date upon which the USAO is made aware of the violation or the duration of the Term plus five years, and that this period shall be excluded from any calculation of time for purposes of the application of the statute of limitations.

17. In the event the USAO determines that CRMC has breached this Agreement, the USAO agrees to provide CRMC with written notice of such breach prior to instituting any prosecution resulting from such breach. Within 30 days of receipt of such notice, CRMC shall have the opportunity to respond to the USAO in writing to explain the nature and circumstances of such breach, as well as the actions CRMC has taken to address and remediate the situation, which explanation the USAO shall consider in determining whether to pursue prosecution of CRMC.

18. In the event the USAO determines that CRMC has breached this Agreement: (a) all statements made by or on behalf of CRMC to the USAO, including the Statement of Facts, and any testimony given by CRMC before a grand jury, a court, or any tribunal, or at any legislative hearings, whether prior or subsequent to this Agreement, and any leads derived from such statements or testimony, shall be admissible in evidence in any and all criminal proceedings brought by the USAO against CRMC; and (b) CRMC shall not assert any claim under the United States Constitution, Rule 11(f) of the Federal Rules of Criminal Procedure, Rule 410 of the Federal Rules of Evidence, or any other federal rule that any such statements or testimony made by or on behalf of CRMC prior or subsequent to this Agreement, or any leads derived therefrom, should be suppressed or are otherwise inadmissible.

19. The decision whether conduct or statements of any current director, officer or employee, or any person acting on behalf of, or at the direction of, CRMC will be imputed to CRMC for the purpose of determining whether CRMC has violated any provision of this Agreement shall be in the sole discretion of the USAO.

20. CRMC acknowledges that the USAO has made no representations, assurances, or promises concerning what sentence may be imposed by the Court if CRMC breaches this

Agreement and this matter proceeds to judgment. CRMC further acknowledges that any such sentence is solely within the discretion of the Court and that nothing in this Agreement binds or restricts the Court in the exercise of such discretion.

21. CRMC agrees that it is properly named in the pending Indictment, that it is the same party as the Chesapeake Hospital Authority, and waives any argument at any time in this matter regarding misnomer or that the Indictment should be dismissed due to incorrect naming or identification by the grand jury or USAO, including all such arguments made in ECF Nos. 45, 46, and 51 and orally at the hearing on August 5, 2025.

Sale, Merger, or Other Change in Corporate Form

22. Except as may otherwise be agreed by the parties in connection with a particular transaction, CRMC agrees that in the event that, during the Term, it undertakes any change in corporate form, including if it sells, merges, or transfers business operations that are material to CRMC's operations as they exist as of the date of this Agreement, whether such sale is structured as a sale, asset sale, merger, transfer, or other change in corporate form, they shall include in any contract for sale, merger, transfer, or other change in corporate form a provision binding the purchaser, or any successor in interest thereto, to the obligations described in this Agreement. The purchaser or successor in interest must also agree in writing that the USAO's ability to determine a breach under this Agreement is applicable in full force to that entity. CRMC agrees that the failure to include these provisions in the transaction will make any such transaction null and void. CRMC shall provide notice to the USAO at least 30 days prior to undertaking any such sale, merger, transfer, or other change in corporate form. The USAO shall notify CRMC prior to such transaction (or series of transactions) if it determines that the transaction(s) will have the effect of circumventing or frustrating the enforcement purposes of this Agreement. If at any time during the Term CRMC engages in a transaction(s) that has the effect of circumventing or frustrating the enforcement purposes of this Agreement, the USAO may deem it a breach of this Agreement. Nothing herein shall restrict CRMC from indemnifying (or otherwise holding harmless) the purchaser or successor in interest for penalties or other costs arising from any conduct that may have occurred prior to the date of the transaction, so long as such indemnification does not have the effect of circumventing or frustrating the enforcement purposes of this Agreement, as determined by the USAO.

Immunity

23. This Agreement is binding on CRMC and USAO but specifically does not bind any other component of the Department of Justice, other federal agencies, or any state, local, or foreign law enforcement or regulatory agencies, or any other authorities, although the USAO will bring the cooperation of CRMC and its compliance with its other obligations under this Agreement to the attention of other components of the Department of Justice, other federal agencies, or any state, local, or foreign law enforcement or regulatory agencies, or any other authorities if requested to do so by CRMC. This Agreement does not provide any protection against prosecution for any future conduct by CRMC or any of its present or former parents or subsidiaries. In addition, this Agreement does not provide any protection against prosecution of any individuals, regardless of their affiliation with CRMC, or any of its present or former parents or subsidiaries.

No Other Agreements

24. This Agreement, with its attachments, sets forth all the terms of the agreement between CRMC and the USAO and supersedes all prior, if any, understandings, promises, and/or conditions between the USAO and CRMC. No amendments, modifications or additions to this Agreement shall be valid unless they are in writing and signed by the USAO, the attorneys for CRMC, and a duly authorized representative of CRMC.

TODD W. BLANCHE
Attorney General

THEOPHANI K. STAMOS
First Assistant United States Attorney

EMILY GANTT

Digitally signed by EMILY GANTT
Date: 2026.10.22 09:12:09 -04'00'

E. Rebecca Gantt
Brian Samuels
Assistant United States Attorneys

Date

Chesapeake Regional Medical Center
by: Dee D. Gilmore
Chesapeake Hospital Authority Board Chair

10-19-26
Date

Benjamin L. Hatch
McGuireWoods LLP
Counsel For Chesapeake Regional Medical Center

10-19-26
Date

COMPANY OFFICER'S CERTIFICATE

I have read this Agreement and carefully reviewed every part of it with outside counsel for CRMC. I understand the terms of this Agreement and voluntarily agree, on behalf of CRMC, to each of its terms. Before signing this Agreement, I consulted outside counsel for CRMC. Counsel fully advised me of the rights of CRMC, of possible defenses, of the Sentencing Guidelines' provisions, and of the consequences of entering into this Agreement.

I have carefully reviewed the terms of this Agreement with CRMC's Board. I have advised and caused outside counsel for CRMC to advise CRMC fully of its rights, of possible defenses, of the Sentencing Guidelines' provisions, and of the consequences of entering into this Agreement.

No promises or inducements have been made other than those contained in this Agreement. Furthermore, no one has threatened or forced me, or to my knowledge any person authorizing this Agreement on behalf of CRMC, in any way to enter into this Agreement. I am also satisfied with outside counsel's representation in this matter. I certify that I am the Chair of the Board for Chesapeake Hospital Authority and that I have been duly authorized by CRMC to execute this Agreement on behalf of CRMC.

CHESAPEAKE REGIONAL MEDICAL CENTER

Date: 10-19-26

Dee D. Gilmore
Chesapeake Hospital Authority Board Chair

CERTIFICATE OF COUNSEL

I am counsel for CRMC in the matter covered by this Agreement. In connection with such representation, I have examined relevant documents and have discussed the terms of the Agreement with CRMC. Based on our review of the foregoing materials and discussions, I am of the opinion that the representative of CRMC has been duly authorized to enter into this Agreement on behalf of CRMC and that this Agreement has been duly and validly authorized, executed, and delivered on behalf of CRMC and is a valid and binding obligation of CRMC. Further, I have carefully reviewed the terms of this Agreement with CRMC. I have fully advised them of CRMC's rights, of possible defenses, of the Sentencing Guidelines' provisions and of the consequences of entering into this Agreement. To my knowledge, the decision of CRMC to enter into this Agreement, based on CRMC's authorization, is an informed and voluntary one.

Date: 10-19-26

Benjamin L. Hatch
McGuireWoods LLP