

## SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into among the United States of America, acting through the United States Department of Justice and on behalf of the Office of Inspector General (“OIG-HHS”) of the Department of Health and Human Services (“HHS”), (collectively, the “United States”), Defendants Center for Pain Management, S.C. (“CPM”), and Dr. Nosheen Hasan (“Hasan”) (CPM and Hasan are hereafter collectively referred to as “Defendants”), and Relator Jonathan Fering (“Fering” or “Relator”), through their authorized representatives (hereafter collectively referred to as “the Parties”).

### RECITALS

A. At all times relevant to this Agreement, CPM operated pain management clinics in the Milwaukee metropolitan area. Dr. Hasan is the sole owner of CPM and provided pain management services through CPM.

B. On December 20, 2017, Fering filed a *qui tam* action in the United States District Court for the Eastern District of Wisconsin, captioned United States ex rel. Fering v. Center for Pain Management, S.C., et al., Case Number 17-cv-1796, pursuant to the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b) (the “Civil Action”). The United States intervened in the Civil Action on January 24, 2019, and filed the United States’ Complaint-in-Intervention on April 25, 2019.

C. The United States contends that CPM and Dr. Hasan submitted or caused to be submitted claims for payment to the Medicare Program, Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395lll (“Medicare”), and the Medicaid Program, 42 U.S.C. §§ 1396-1396w-5 (“Medicaid”).

D. The United States contends that it has certain civil claims against CPM and Dr. Hasan arising from their submission of allegedly false claims to Medicare and Medicaid using

Current Procedural Terminology (CPT) codes 80101, 80307, G0479, and G0431 during the period from March 12, 2012 through December 31, 2017 (a) for urine drug tests furnished in violation of the Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b), (b) for medically unnecessary urine drug tests, and (c) for urine drug tests not performed as billed, as described in the United States' Complaint-in-Intervention. That conduct is referred to below as the "Covered Conduct."

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

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

#### TERMS AND CONDITIONS

1. CPM and Dr. Hasan shall pay to the United States \$1,350,000 plus interest as described below ("Guaranteed Settlement Amount"), all of which is restitution. The Guaranteed Settlement Amount shall be paid as follows:

a. CPM and Dr. Hasan shall pay the United States \$300,000 within 30 days of the Effective Date of this Settlement Agreement.

b. CPM and Dr. Hasan shall pay the United States \$500,000 on or before July 1, 2021, plus simple interest on this amount accrued at the rate of 1.625% per annum from the Effective Date of this Settlement Agreement until the date payment is made.

c. CPM and Dr. Hasan shall pay the United States \$550,000 on or before July 1, 2022, plus simple interest on this amount accrued at the rate of 1.625% per annum from the Effective Date of this Settlement Agreement until the date payment is made.

d. All payments shall be paid by electronic funds transfer pursuant to written instructions to be provided by the United States Attorney's Office for the Eastern District of Wisconsin.

e. CPM and Dr. Hasan will execute a Consent Judgment for \$1,350,000 (attached hereto as Exhibit A) to be filed in the Civil Action simultaneous to execution of this Settlement Agreement. The United States and Defendants will stipulate to entry of the Consent Judgment in the Civil Action.

f. The United States will file a judgment lien against the property located at 100 E. Walton Street, Unit 18F, Chicago, Illinois (the "Chicago condo"). The United States agrees that, if Dr. Hasan determines to sell the Chicago condo as part of a transaction to make a payment required by this Agreement, the United States will release its judgment lien to reasonably facilitate such a transaction and payment to the United States.

g. Dr. Hasan also owns property located at 13925 Compton Lane, Brookfield, Wisconsin (the "Brookfield property"). Dr. Hasan represents that she previously obtained a mortgage and home equity line of credit on the Brookfield property and that lender consent is required prior to the imposition of additional security interests on the Brookfield property to avoid events of default on the existing mortgage and home equity line of credit. Dr. Hasan agrees to make reasonable, good faith efforts to obtain lender consent for placement of a judgment lien by the United States on the Brookfield property. In the event lender consent is obtained, the government will place a judgment lien on the Brookfield property, and the United States agrees that, if Dr. Hasan determines to sell the Brookfield property as part of a transaction to make a payment required by this Agreement, the United States will release its judgment lien to reasonably facilitate such a transaction and payment to the United States. In the event that lender consent for placement of a judgment lien is not obtained, and in the further event that Dr. Hasan

defaults on any of the settlement payments required by this Agreement, the government may file a judgment lien on the Brookfield property at the time of any such default.

h. In addition, Dr. Hasan agrees that: (1) she will not further encumber the Brookfield property without the government's consent; and (2) she will not default on the existing mortgage or home equity line of credit on the Brookfield property (collectively, "additional default terms"). Dr. Hasan further agrees to notify the United States within 15 days of any default on the existing mortgage or home equity line of credit or her receipt of notice of any additional liens filed against the Brookfield property. In the event that Dr. Hasan breaches any of the additional default terms in this subparagraph, the government may file a judgment lien on the Brookfield property at the time of any such default.

i. The United States agrees that it will remove any remaining judgment liens following Defendants' completion of all payments required under this Agreement.

j. In the event that Dr. Hasan determines that it is necessary to sell either the property located at 100 E. Walton Street, Chicago, Illinois, or the property located at 13925 Compton Lane, Brookfield, Wisconsin, to meet her financial obligations under the terms of this Agreement and she makes good faith efforts to sell the property but is unable to sell the property (1) for at least 95% of the property's appraised value at the time it is listed for sale or (2) is precluded from selling the property because the sale is contested in a divorce proceeding, the parties shall engage in good faith negotiations to amend the timing of the payments provided for under this Agreement. In the event that negotiations under this subparagraph are unsuccessful after forty-five (45) days of the United States receiving notice of Dr. Hasan's inability to sell one or more of the subject properties, the United States retains its rights under this Agreement and all applicable law to collect on the consent judgment described in Paragraph 1(e).

k. The financial terms of this settlement agreement were negotiated prior to the economic downturn resulting from the 2020 coronavirus pandemic and, as stated in Paragraph 10 of this Agreement, the parties considered Financial Statements provided by Dr. Hasan and CPM to reach those financial terms. Further, as a result of the pandemic, CPM's clinic has had to significantly alter operations including limiting in-person patient visits. In the event that Defendants anticipate that they will be unable to make the payments required by Paragraphs 1(b) or 1(c) at the time due because of the economic conditions caused by the pandemic, Defendants agree to provide notice of their financial circumstances, including completion of new Financial Statements, to the United States no less than 45 days prior to the due date of the payment, and the United States agrees to consider the updated Financial Statements and to engage in good faith negotiations over a modified payment schedule. If Dr. Hasan provides notice under this paragraph to the United States and the United States has not previously filed a judgment lien against the Brookfield property, the United States may file a judgment lien against the Brookfield property. In the event that negotiations under this subparagraph are unsuccessful within forty-five (45) days of the receipt of the new Financial Statements by the United States, the United States retains its rights under this Agreement and all applicable law to collect on the consent judgment described in Paragraph 1(e).

2. In addition to the payments made pursuant to Paragraph 1, above, CPM and Dr. Hasan shall pay to the United States contingent payments in accordance with the terms set forth below ("Contingent Settlement Amount"), all of which constitute restitution. The Guaranteed Settlement Amount and the Contingent Settlement Amount shall constitute the "Settlement Proceeds."

a. The Contingent Settlement Amount shall be calculated based on CPM's annual gross revenues (i.e., CPM's gross sales or receipts as reported to the Internal Revenue

Service) for the years 2020, 2021, 2022, 2023, and 2024. For each of those years, the contingent payment shall be 3% of CPM's gross revenue exceeding \$2,250,000.

b. CPM and Dr. Hasan will calculate the payments for the Contingent Settlement Amount annually and will pay each year's payment (if any amount is due) by July 1 of the following year. For example, any contingent payment due for 2020 will be paid by July 1, 2021. The Contingent Settlement Payments shall be made by electronic funds transfer pursuant to written instructions to be provided by the United States Attorney's Office for the Eastern District of Wisconsin.

c. No later than June 1 of each year, CPM and Dr. Hasan will provide the tax return for CPM to the United States Attorney's Office for the Eastern District of Wisconsin to support the amount of annual gross revenue used to calculate the prior year's payment for the Contingent Settlement Amount. CPM and Dr. Hasan agree that any false reporting of annual gross revenue in connection with the Contingent Settlement Amount shall be a material breach of this Agreement.

d. CPM and Dr. Hasan agree that they will not restructure CPM's operations in a manner to reduce or eliminate the Contingent Settlement Amount that would otherwise be due under this Agreement. For example, CPM and Dr. Hasan will not transfer CPM's operations to a separate legal entity owned or controlled, directly or indirectly, by Dr. Hasan. In the event that CPM and Dr. Hasan have a legitimate business need to restructure CPM's operations, CPM and Dr. Hasan will provide advance notice to the United States, and the parties will negotiate in good faith to modify this Agreement to ensure that the Contingent Settlement Amount is paid based on the gross revenue of all clinical operations as consistent with Paragraph 2(a), above. This provision shall not apply in the event that Dr. Hasan ceases to operate Center for Pain

Management or joins another existing practice (including joining another existing practice with an ownership interest in such practice).

e. If CPM and Dr. Hasan sell or otherwise transfer all or substantially all of the assets or operations of CPM, CPM and Dr. Hasan shall give at least 30 days advance notice to the United States, and the Contingent Settlement Amount shall convert to a payment of 10% of the greater of the sale proceeds or value of the assets transferred in excess of \$250,000 due on or before the date of the sale or transfer.

3. Subject to the exceptions in Paragraph 6 (concerning excluded claims) below, and conditioned upon Defendants' full payment of the Settlement Proceeds, the United States releases CPM and Dr. Hasan 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 theory of unjust enrichment.

4. Subject to the exceptions in Paragraph 6 (concerning excluded claims) below, and conditioned upon Defendants' full payment of the Settlement Proceeds, Relator, for himself and for his heirs, successors, attorneys, agents, and assigns, releases CPM and Dr. Hasan 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.

5. In consideration of the obligations of CPM and Dr. Hasan in this Agreement and the Integrity Agreement ("IA"), entered into between OIG-HHS, CPM, and Dr. Hasan, and conditioned upon Defendants' full payment of the Settlement Proceeds, 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 CPM and Dr. Hasan 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 6 (concerning excluded claims), below. The OIG-HHS expressly reserves all rights to comply with any statutory obligations to exclude Defendants 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 6, below.

6. Notwithstanding the releases given in paragraphs 3, 4, and 5 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 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 of individuals not released in the Agreement;
- g. Any liability for express or implied warranty claims or other claims for defective or deficient products or services, including quality of goods and services;
- h. Any liability for failure to deliver goods or services due; and

- i. Any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct.

7. Relator and his 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). In connection with this Agreement and this Civil Action, Relator and his heirs, successors, attorneys, agents, and assigns agree that neither this Agreement nor any dismissal of the Civil Action shall waive or otherwise affect the ability of the United States to contend that provisions in the False Claims Act, including 31 U.S.C. §§ 3730(d)(3) and 3730(e), bar Relator from sharing in the proceeds of this Agreement. Moreover, the United States and Relator and his heirs, successors, attorneys, agents, and assigns agree that they each retain all of their rights pursuant to the False Claims Act on the issue of the share percentage, if any, that Relator should receive of any proceeds of the settlement of his claim.

8. CPM and Dr. Hasan waive and shall not assert any defenses they 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.

9. CPM and Dr. Hasan fully and finally release 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 CPM or Dr. Hasan have 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.

10. CPM and Dr. Hasan 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. CPM and Dr. Hasan warrant that the Financial Statements are complete, accurate, and current as of February 13, 2020. If the United States learns of asset(s) in which CPM and/or Dr. Hasan 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 CPM and/or Dr. Hasan 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 \$75,000 or more, the United States may at its option: (a) rescind this Agreement and reinstate its 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 the net worth of CPM and/or Dr. Hasan previously undisclosed. CPM and Dr. Hasan 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.

11. In the event that the United States, pursuant to Paragraph 10 (concerning disclosure of assets), above, opts to rescind this Agreement, CPM and Dr. Hasan 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 90 calendar days of written notification to CPM and/or Dr. Hasan that this Agreement has been rescinded, and (b) relate to the Covered Conduct, except to the extent these defenses were available on December 20, 2017.

12. 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 CPM and Dr. Hasan agree 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.

13. CPM and Dr. Hasan agree 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 CPM, Dr. Hasan, or their 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) Defendants' 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 payments Defendants make to the United States pursuant to this Agreement and any payments that Defendants may make to Relator, including costs and attorney's fees; and

- (6) the negotiation of the IA and the obligations undertaken pursuant to the IA to: (i) retain an independent review organization to perform annual reviews as described in Section III of the IA; 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 13.a.(6) that may apply to the obligations undertaken pursuant to the IA affects the status of costs that are not allowable based on any other authority applicable to Defendants.

b. Future Treatment of Unallowable Costs: Unallowable Costs shall be separately determined and accounted for by Defendants, and Defendants 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 Defendants or any of their subsidiaries or affiliates to the Medicare, Medicaid, TRICARE, or FEHBP Programs.

c.. Treatment of Unallowable Costs Previously Submitted for Payment: Defendants further agree that within 90 days of the Effective Date of this Agreement they 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 Defendants or any of their 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. Defendants agree that the United States, at a minimum, shall be entitled to recoup from Defendants 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 Defendants or any of their subsidiaries or affiliates on the effect of inclusion of Unallowable Costs (as defined in this Paragraph) on Defendants or any of their 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 Defendants' books and records to determine that no Unallowable Costs have been claimed in accordance with the provisions of this Paragraph.

14. CPM and Dr. Hasan agree to cooperate fully and truthfully with the United States' investigation of individuals and entities not released in this Agreement. Upon reasonable notice, CPM and Dr. Hasan shall encourage, and agrees not to impair, the cooperation of their directors, officers, and employees, and shall use 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. CPM and Dr. Hasan 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 their 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.

15. 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 16 (waiver for beneficiaries paragraph), below.

16. CPM and Dr. Hasan agree that they waive 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.

17. CPM and Dr. Hasan warrant that they have reviewed their financial situations and that they currently are 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 Proceeds absent unforeseen circumstances that are no fault of CPM or Dr. Hasan. 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 CPM and Dr. Hasan, 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 CPM and/or Dr. Hasan was or became indebted to on or after the date of this transfer, within the meaning of 11 U.S.C. § 548(a)(1).

18. If within 91 days of the Effective Date of this Agreement or of any payment made under this Agreement, CPM or Dr. Hasan commence, 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 CPM's and/or Dr. Hasan's debts, or

seeking to adjudicate CPM and/or Dr. Hasan as bankrupt or insolvent; or (b) seeking appointment of a receiver, trustee, custodian, or other similar official for CPM and/or Dr. Hasan or for all or any substantial part of CPM's and/or Dr. Hasan's assets, CPM and Dr. Hasan agrees as follows:

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

b. If CPM's and/or Dr. Hasan'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 CPM and/or Dr. Hasan for the claims that would otherwise be covered by the releases provided in Paragraphs 3, 4, and 5, above. CPM and Dr. Hasan agree 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 CPM and Dr. Hasan shall not argue or otherwise contend that the United States' claims, actions, or proceedings are subject to an automatic stay; (ii) CPM and Dr. Hasan shall not plead, argue, or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel, or similar theories, to any such civil or administrative claims, actions, or proceeding that are brought by the United States within 90 calendar days of written

notification to CPM and/or Dr. Hasan that the releases have been rescinded pursuant to this Paragraph, except to the extent such defenses were available on December 20, 2017; and (iii) the United States has a valid claim against CPM and Dr. Hasan in the amount of \$5,200,000, 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. CPM and Dr. Hasan acknowledge that their agreements in this Paragraph are provided in exchange for valuable consideration provided in this Agreement.

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

20. Each party and signatory to this Agreement represents that it freely and voluntarily enters in to this Agreement without any degree of duress or compulsion.

21. 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 Eastern District of Wisconsin. 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.

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

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

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

25. This Agreement is binding on CPM's and Dr. Hasan's successors, transferees, heirs, and assigns.

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

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

28. 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**

MATTHEW D. KRUEGER  
United States Attorney  
Eastern District of Wisconsin

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

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

Michael Carter  
Lisa Yun  
Assistant United States Attorneys  
Eastern District of Wisconsin

DATED: 05/01/2020

BY: Lisa M. Re

LISA M. RE  
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

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**THE UNITED STATES OF AMERICA**

MATTHEW D. KRUEGER  
United States Attorney  
Eastern District of Wisconsin

DATED: 4/29/20

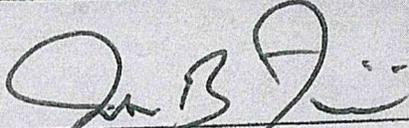
BY:   
Michael Carter  
Lisa Yun  
Assistant United States Attorneys  
Eastern District of Wisconsin

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

BY: \_\_\_\_\_  
LISA M. RE  
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

**JONATHAN FERGING - RELATOR**

DATED: 4/28/2020

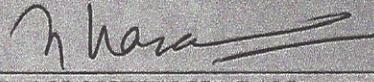
BY:   
\_\_\_\_\_  
JONATHAN FERGING

DATED: 4/29/2020

BY:   
\_\_\_\_\_  
BRAD PIGOTT  
Counsel for Relator

CENTER FOR PAIN MANAGEMENT, S.C., AND DR. NOSHEEN HASAN -  
DEFENDANTS

DATED: 4/29/20

BY: 

DR. NOSHEEN HASAN

For herself personally and on behalf of CPM

VON BRIESEN & ROPER, S.C.

DATED: 4/29/20

BY: 

STACY GERBER WARD

JOSEPH M. RUSSELL

Counsel for Defendants