

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 Defense Health Agency (“DHA”), acting on behalf of the TRICARE Program, and the United States Department of Veterans Affairs (“VA”) (collectively, the “United States”); QOL Medical, LLC (“QOL”) and Frederick E. Cooper (“Cooper,” and, together with QOL, “Defendants”); and Elizabeth Allen, Lauren Canlas, Donald Johnson, and Stacey Adams (collectively, “Relators”), through their authorized representatives. Collectively, all the above will be referred to as the “Parties.”

RECITALS

A. QOL is a privately held Delaware limited liability company with a principal place of business in Florida. QOL is a pharmaceutical manufacturer that sells therapies for patients with rare diseases, including its principal product, Sucraid (sacrosidase). Sucraid is the only FDA-approved therapy for the rare genetic condition, Congenital Sucrase-Isomaltase Deficiency (“CSID”).

B. Cooper is an individual residing in Nashville, Tennessee. Cooper has been QOL’s Chief Executive Officer since 2010 and holds a substantial indirect ownership stake in QOL.

C. CSID is a rare genetic disorder that prevents the body from breaking down sucrose and sugars from other starches. CSID patients have difficulty digesting sucrose and sugars from other starches because of mutations in the gene for the sucrase-isomaltase enzyme, which result in reduced enzymatic activity in their digestive tracts. The undigested sugars cause gastrointestinal symptoms such as diarrhea, abdominal pain, bloating, and gas. CSID symptoms

usually appear early in life, but some research indicates CSID may also first manifest in adolescence or adulthood. CSID can be difficult to diagnose.

D. On June 26, 2020, Relators filed a *qui tam* action in the United States District Court for the District of Massachusetts captioned *United States ex rel. John Doe I, et al. v. QOL Medical, LLC, et al.*, No. 20-cv-11243-AK (D. Mass.), pursuant to the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b), and thereafter filed two amended complaints expanding on the original allegations (the “Civil Action”). The Civil Action alleges, *inter alia*, that Defendants paid illegal remuneration to induce the purchase of Sucraid, in violation of the Anti-Kickback Statute, 42 U.S.C. § 1320a-7b (“AKS”) and the False Claims Act (“FCA”). The United States partially intervened in the Civil Action on January 22, 2024.

E. The United States contends that Defendants 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”); the Medicaid Program, 42 U.S.C. §§ 1396-1396w-5 (“Medicaid”); the TRICARE Program, 10 U.S.C. §§ 1071-1110b (“TRICARE”); and the Department of Veterans Affairs, Veterans Health Administration, 38 U.S.C. Chapter 17.

F. The AKS prohibits pharmaceutical companies from knowingly and willfully paying remuneration to induce a person to purchase or order, or arrange for the purchasing or ordering, of any drug reimbursed by a federal health care program (as defined in 42 U.S.C. § 1320a-7b(f)). Any federal health care claim “that includes items or services resulting from a violation of [the AKS] constitutes a false or fraudulent claim for purposes of [the FCA].” 42 U.S.C. § 1320a-7b(g).

G. Defendants admit, acknowledge, and accept responsibility for the following facts:

- (1) QOL, with Cooper’s approval, marketed Sucraid to health care providers specializing in gastroenterology and to patients, including adult patients,

who were experiencing gastrointestinal symptoms. One message QOL used was that adults experiencing symptoms of irritable bowel syndrome could instead have undiagnosed CSID.

- (2) Beginning in 2018, QOL, with Cooper's approval, distributed free Carbon-13 ("C13") breath test kits to health care providers and asked providers to give the kits to patients with common gastrointestinal symptoms.

Defendants claimed that the C13 test could "rule in or rule out" CSID.

- (3) The C13 test, like many other laboratory-developed tests, is not FDA-approved. The C13 test also does not specifically diagnose CSID. Rather, the C13 test is designed to assess sucrase activity. Although low or absent sucrase activity is a feature of CSID, it is also a feature of other conditions. And conditions other than CSID can cause a patient to test "positive" for low sucrase activity on a C13 test.

- (4) QOL, with Cooper's approval, entered into an arrangement with a laboratory known to the Parties (the "Laboratory"), whereby QOL paid the Laboratory to analyze patients' C13 tests—at no cost to health care providers or patients—and provide (i) individual results to a patient's health care provider, and (ii) aggregate weekly results to QOL.

- (5) The test results that QOL received did not contain patient names, but did contain the name of the health care provider who ordered the test, along with the patient's age, gender, symptoms, and test result ("Results Data"). QOL and its commercial team used the Results Data to find potential Sucraid patients and to follow up with health care providers for Sucraid marketing efforts. QOL did this with Cooper's approval.

- (6) QOL was aware that, prior to its arrangement with QOL, the Laboratory charged the public approximately \$140 for C13 testing services. QOL also was aware that the Laboratory marketed the C13 test for conditions other than CSID, and QOL paid the Laboratory to stop such marketing.
- (7) QOL paid the Laboratory approximately \$105 to analyze each C13 test provided through its free testing program and report the aggregate weekly results to QOL.
- (8) QOL paid the Laboratory for over 75,000 C13 tests between 2018 and 2022. Approximately thirty percent of these tests were positive for low sucrase activity.
- (9) Between 2018 and 2022, QOL received Results Data and disseminated this information to its sales force with instructions to make sales calls for Sucraid to health care providers whose patients had positive C13 breath test results. Defendants tracked whether sales representatives converted “positive” breath tests into Sucraid prescriptions. QOL’s sales force followed up with health care providers to promote treatment with Sucraid. As QOL’s CEO, Cooper was aware of and approved the implementation and continuation of this marketing program. Some QOL sales representatives also made claims regarding the C13 test’s ability to definitively diagnose CSID that were not supported by published scientific literature. For example, at a 2019 national sales training, which Cooper attended and in slides that Cooper reviewed, QOL suggested that sales representatives tell health care providers, “If you have a positive breath test, the patient will not improve unless you treat with Sucraid.”

(10) In January 2019, Cooper, after reviewing HHS-OIG guidance on the AKS and Beneficiary Inducement Civil Monetary Penalty (“CMP”) law, wrote in an email to three QOL executives that QOL was “going to have to provide [the C13 test] without making it a marketing cornerstone” or using the word “free” in C13 test marketing materials, and likely was “going to have to stop sharing” C13 breath test results with its sales representatives. QOL then stopped using the word “free” in C13 test marketing materials, but later resumed. QOL did not stop providing C13 test Results Data to sales representatives, who then used that data to solicit Sucraid prescriptions from health care providers. QOL stopped sharing Results Data with its sales representatives in September 2022.

H. The United States contends that it and the Medicaid Participating States have certain civil claims against Defendants for engaging in the conduct described in Recital G between May 1, 2018 and June 30, 2022 (hereinafter referred to as the “Covered Conduct”). In particular, the United States contends that, as a result of the Covered Conduct, Defendants caused the submission of false claims to Medicare, TRICARE, VA, and Medicaid by paying remuneration: (1) to the Laboratory to induce the Laboratory to provide the Results Data which referred QOL employees to health care providers for the furnishing, or arranging for the furnishing, of Sucraid reimbursed by Medicare, TRICARE, VA, and Medicaid; and (2) to beneficiaries in the form of covering the cost of the C13 breath testing services, to induce their purchase of Sucraid reimbursed by Medicare, TRICARE, VA, and Medicaid.

I. Defendants will enter into separate settlement agreements (hereinafter referred to as the “Medicaid State Settlement Agreements”) with certain states in settlement of the conduct released in those separate Medicaid State Settlement Agreements. States with which Defendants

execute a Medicaid State Settlement Agreement in the form to which Defendants and the National Association of Medicaid Fraud Control Units (NAMFCU) negotiating team have agreed, or in a form otherwise agreed to by Defendants and an individual State, shall be defined as “Medicaid Participating States.”

J. With the exception of the Covered Conduct, Defendants expressly deny the allegations of the Relators as set forth in the Civil Action.

K. Relators claim entitlement under 31 U.S.C. § 3730(d) to a share of the proceeds of this Agreement and to Relators’ reasonable expenses, attorneys’ fees and costs.

In consideration of the mutual promises and obligations of this Agreement, the Parties agree and covenant as follows:

TERMS AND CONDITIONS

1. Defendants shall pay to the United States and the Medicaid Participating States, collectively, forty-seven million dollars (\$47,000,000), plus interest accruing at an annual rate of 4.25% from April 24, 2024, until the date of payment (the “Settlement Amount”). Of the Settlement Amount, \$21,807,862 shall constitute restitution to the United States and \$1,692,138 shall constitute restitution to the Medicaid Participating States. Defendants will pay the Settlement Amount as follows:

a. Defendants shall pay the United States \$43,615,724 plus interest as accrued above (the “Federal Settlement Amount”) to the United States by electronic funds transfer pursuant to written instructions to be provided by the Civil Division of the United States Department of Justice no later than thirty (30) days after the Effective Date of this Agreement.

b. Defendants shall pay \$3,384,276 plus interest as accrued above to the Medicaid Participating States (“State Settlement Amount”) pursuant to the terms of the Medicaid State Settlement Agreements.

2. Conditioned upon the United States receiving the Federal Settlement Amount and as soon as feasible after receipt, the United States shall pay \$8,068,909 plus a proportionate share of interest as accrued above to Relators by electronic funds transfer (“Relators’ Share”).

3. QOL has agreed to pay Relators’ attorneys’ fees and costs related to the Civil Action, as contemplated by 31 U.S.C. § 3730(d), in accordance with the terms set forth in a separate agreement being entered into simultaneously with the execution of this Agreement.

4. Subject to the exceptions in Paragraph 7 (concerning reserved claims) below, and upon the United States’ receipt of the Federal Settlement Amount, the United States releases Defendants (together with their current and former parents, divisions, subsidiaries, successors, and assigns) from any civil or administrative monetary claim the United States has for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733; the Civil Monetary Penalties Law, 42 U.S.C. § 1320a-7a; the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; or the common law theories of payment by mistake, unjust enrichment, and fraud.

5. Upon the United States’ receipt of the Federal Settlement Amount, Relators, for themselves and for their heirs, successors, attorneys, agents, and assigns, release Defendants (together with their current and former parents, divisions, subsidiaries, successors, and assigns) from any civil monetary claim the Relators have on behalf of the United States for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733, and from all liability, claims, demands, actions, or causes of action whatsoever, whether known or unknown, fixed or contingent, in law or in equity, in contract or in tort, under any federal or state statute or regulation, or in common law, that Relators (including their heirs, successors, attorneys, agents and assigns) would otherwise have standing to bring as of the date of this Agreement, including any liability to Relators arising from or relating to the claims Relators asserted or could have

asserted in the Civil Action, including claims for reasonable attorneys' fees, expenses, and costs under 31 U.S.C. § 3730(d).

6. In consideration of the obligations of Defendants in this Agreement and the Corporate Integrity Agreement (CIA), entered into between OIG-HHS and Defendants, and upon the United States' receipt of full payment of the Settlement Amount, plus interest due under Paragraph 1, the OIG-HHS shall 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 QOL and Cooper under 42 U.S.C. § 1320a-7a (Civil Monetary Penalties Law) or 42 U.S.C. § 1320a-7(b)(7) (permissive exclusion for fraud, kickbacks, and other prohibited activities) for the Covered Conduct, except as reserved in this paragraph and in Paragraph 7 (concerning reserved claims), below. The OIG-HHS expressly reserves all rights to comply with any statutory obligations to exclude QOL or Cooper from Medicare, Medicaid, and other Federal health care programs under 42 U.S.C. § 1320a-7(a) (mandatory exclusion) based upon the Covered Conduct. Nothing in this paragraph precludes the OIG-HHS from taking action against entities or persons, or for conduct and practices, for which claims have been reserved in Paragraph 7, below.

7. Notwithstanding the releases given in Paragraphs 4, 5, and 6 of this Agreement, or any other term of this Agreement, the following claims 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;
- f. Any liability of individuals, except for the civil liability released in Paragraphs 4 and 5 as to Cooper;
- 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.

8. Relators and their heirs, successors, attorneys, agents, and assigns shall not object to this Agreement but agree and confirm that this Agreement is fair, adequate, and reasonable under all the circumstances, pursuant to 31 U.S.C. § 3730(c)(2)(B). Conditioned upon Relators' receipt of the Relators' Share, Relators and their heirs, successors, attorneys, agents, and assigns fully and finally release, waive, and forever discharge the United States, its agencies, officers, agents, employees, and servants, from any claims arising from the filing of the Civil Action or under 31 U.S.C. § 3730, and from any claims to a share of the proceeds of this Agreement and/or the Civil Action.

9. Relators (for themselves, and for their heirs, successors, attorneys, agents, and assigns) release Defendants and their officers, agents, and employees, from any liability to Relators arising from the filing of the Civil Action, or under 31 U.S.C. § 3730(d) for expenses or attorneys' fees and costs.

10. Defendants 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.

11. Defendants fully and finally release 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 Defendants 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 or the United States' investigation or prosecution thereof.

12. Defendants QOL (together with current and former parents, divisions, subsidiaries, successors and assigns) and Cooper (for himself, and for his heirs, successors, attorneys, agents, and assigns) release Relators from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that Defendants have asserted, could have asserted, or may assert in the future against Relators, related to the Civil Action and Relators' investigation and prosecution thereof.

13. 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), TRICARE contractor, VA contractor, carrier or payer, or any state payer, related to the Covered Conduct; and Defendants agree not to resubmit to any Medicare contractor TRICARE contractor, VA contractor, carrier or payer, or any state payer any previously denied claims related to the Covered Conduct, agree not to appeal any such denials of claims, and agree to withdraw any such pending appeals.

14. Defendants 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 Defendants, 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 and any criminal 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 and any criminal investigation(s) in connection with the matters covered by this Agreement (including attorneys' fees);
- (4) the negotiation and performance of this Agreement;
- (5) the payment that Defendants make to the United States pursuant to this Agreement and any payments that Defendants may make to Relators, including costs and attorneys' fees; and
- (6) the negotiation of, and obligations undertaken pursuant to the CIA to:
 - (i) retain an independent review organization to perform annual reviews as described in Section III of the CIA; and
 - (ii) prepare and submit reports to the OIG-HHS.

are unallowable costs for government contracting purposes and under the Medicare Program, Medicaid Program, TRICARE Program, and Federal Employees Health Benefits Program (FEHBP) (hereinafter referred to as Unallowable Costs). However, nothing in Paragraph 14.a.(6)

that may apply to the obligations undertaken pursuant to the CIA affects the status of costs that are not allowable based on any other authority applicable to 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 it shall identify to applicable Medicare and TRICARE fiscal intermediaries, carriers, and/or contractors, and Medicaid and FEHBP fiscal agents, any Unallowable Costs (as defined in this paragraph) included in payments previously sought from the United States, or any State Medicaid program, including, but not limited to, payments sought in any cost reports, cost statements, information reports, or payment requests already submitted by 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.

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. Defendants 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. Upon receipt of the payment of the settlement amounts described in Paragraph 1, above, the Relators, the United States, and the Medicaid Participating States shall promptly sign and file in the Civil Action a Joint Stipulation of Dismissal of the Civil Action pursuant to Rule 41(a)(1). The Joint Stipulation of Dismissal shall state that: (1) all claims based on allegations described in the Covered Conduct are dismissed with prejudice as to the United States; (2) all other claims in the Civil Action against Defendants shall be dismissed without prejudice as to the United States; and (3) all claims in the Civil Action against Defendants, including any claims for attorneys' fees and expenses under 31 U.S.C. § 3730(d) or otherwise, shall be dismissed with prejudice as to the Relators.

18. Subject to Paragraph 3, each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

19. Each Party and signatory to this Agreement represents that it freely and voluntarily enters into this Agreement without any degree of duress or compulsion.

20. This Agreement is governed by the laws of the United States. The exclusive jurisdiction and venue for any dispute relating to this Agreement is the United States District Court for the District Massachusetts. 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.

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

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

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

24. This Agreement is binding on Defendants' successors, transferees, heirs, and assigns.

25. This Agreement is binding on Relators' successors, transferees, heirs, and assigns.

26. All Parties consent to the United States' disclosure of this Agreement, and information about this Agreement, to the public.

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

THE UNITED STATES OF AMERICA

DATED: 11/1/24

BY: Emily Bussig
EMILY BUSSIGEL
MARGARET PAIGE AMMONS
Trial Attorneys
Commercial Litigation Branch
Civil Division

DATED: 11/1/24

BY: BRIAN LAMACCHIA
BRIAN LAMACCHIA
LINDSEY ROSS
Assistant United States Attorneys
District of Massachusetts

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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

DATED: _____

BY: _____
SALVATORE M. MAIDA
General Counsel
Defense Health Agency
United States Department of Defense

THE UNITED STATES OF AMERICA

DATED: _____

BY: _____

EMILY BUSSIGEL
MARGARET PAIGE AMMONS
Trial Attorneys
Commercial Litigation Branch
Civil Division

DATED: _____

BY: _____

BRIAN LAMACCHIA
LINDSEY ROSS
Assistant United States Attorneys
District of Massachusetts

DATED: 11/01/24

BY: _____

SUSAN GILLIN

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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

DATED: _____

BY: _____

SALVATORE M. MAIDA
General Counsel
Defense Health Agency
United States Department of Defense

THE UNITED STATES OF AMERICA

DATED: _____

BY: _____

EMILY BUSSIGEL
MARGARET PAIGE AMMONS
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Commercial Litigation Branch
Civil Division

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LINDSEY ROSS
Assistant United States Attorneys
District of Massachusetts

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

DATED: 10/30/2024

BY: _____

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SALVATORE M. MAIDA
for General Counsel
Defense Health Agency
United States Department of Defense

DEFENDANTS QOL MEDICAL, LLC AND FREDERICK E. COOPER

DATED: 11/1/24

BY: 

FREDERICK E. COOPER

On behalf of himself and QOL Medical, LLC

DATED: 11/01/2024

BY: 

WILLIAM A. BURCK

MICHAEL T. PACKARD

Counsel for Frederick E. Cooper and QOL Medical, LLC

RELATORS

DATED: 10/30/24

BY:


ELIZABETH ALLEN

DATED: _____

BY:

LAUREN CANLAS

DATED: _____

BY:

DONALD JOHNSON

DATED: _____

BY:

STACEY ADAMS

DATED: _____

BY:

ROYSTON H. DELANEY
Counsel for Relators

RELATORS

DATED: _____

BY: _____
ELIZABETH ALLEN

DATED: 10/30/24

BY: Lauren Canlas
LAUREN CANLAS

DATED: _____

BY: _____
DONALD JOHNSON

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LAUREN CANLAS

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DONALD JOHNSON

DATED: 10.30.24 BY: Stacey A. Adams
STACEY ADAMS

DATED: _____ BY: _____
ROYSTON H. DELANEY
Counsel for Relators

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BY: _____
STACEY ADAMS

DATED: 10/30/24

BY: 
ROYSTON H. DELANEY
Counsel for Relators