



**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

UNITED STATES OF AMERICA *ex rel.*
CHRISTINA MYRUSKI and GLYNIS COWART,

Plaintiffs,

vs.

ADVANCED HEALTH PARTNERS, INC., f/k/a
MEDICOM MANAGEMENT SERVICES, INC.,
MEDEXCEL USA, INC., ANTHONY R. RUVO,
M.D., EDWARD ORLANDO, M.D., MEDEXCEL
EMERGENCY PHYSICIAN SERVICES OF
YONKERS, P.L.L.C., and TRI-STATE
EMERGENCY PHYSICIANS, PLLC,

Defendants.

14 Civ. 7048 (NSR)

UNITED STATES OF AMERICA,

Plaintiff-Intervenor,

vs.

ADVANCED HEALTH PARTNERS, INC.,
MEDEXCEL USA, INC., MEDEXCEL
EMERGENCY PHYSICIAN SERVICES OF
YONKERS, P.L.L.C., and TRI-STATE
EMERGENCY PHYSICIANS, PLLC,

Defendants.

STIPULATION AND ORDER OF SETTLEMENT AND DISMISSAL

WHEREAS, this Stipulation and Order of Settlement and Dismissal (“Stipulation”) is entered into by and among plaintiff the United States of America (the “United States” or

“Government”), by its attorney, Damian Williams, United States Attorney for the Southern District of New York; the relators, Christina Myruski and Glynis Cowart (“Relators”), by their authorized representatives; and defendants Advanced Health Partners, Inc. (“Advanced Health Partners”) f/k/a Medicom Management Services, Inc., Medexcel USA, Inc. (“Medexcel”), Medexcel Emergency Physician Services of Yonkers, P.L.L.C. (“MEPSY”), and Tri-State Emergency Physicians, PLLC (“Tri-State,” and together with MEPSY, Medexcel, and Advanced Health Partners, “Defendants,” and together with the Government and Relators, the “Parties”), by their authorized representatives;

WHEREAS, defendants MEPSY and Tri-State provided medical staff to hospital emergency rooms in New York;

WHEREAS, defendant Advanced Health Partners, Inc., provides billing and coding services to hospital emergency department practice groups, including defendants MEPSY and Tri-State;

WHEREAS, defendant Medexcel, which is an affiliate of Advanced Health Partners with some common ownership, provides management services for professional limited liability companies, including MEPSY and Tri-State;

WHEREAS, on or about August 29, 2014, Relators filed a complaint under the *qui tam* provisions of the False Claims Act (“FCA”), 31 U.S.C. § 3729 *et seq.*, alleging, *inter alia*, that Defendants violated the FCA by submitting, or causing the submission of, claims for payment under the National Provider Identifier (“NPI”) of a doctor who no longer worked for the Defendants, was not present when the services were provided, and did not provide care to the beneficiaries (the “Relators Complaint”);

WHEREAS, the Government alleges that from 2007 to 2017 (the “Covered Period”), Defendants submitted or caused to be submitted to the Medicare program false claims for professional medical services using the name and NPIs of physicians who did not render or supervise the services being submitted to Medicare, including by using the NPIs of physicians who previously had been, but were no longer, employed by Defendants (the “Covered Conduct”);

WHEREAS, contemporaneous with the filing of this Stipulation, the Government is filing a Notice of Election to Intervene and Complaint-In-Intervention in the above-referenced *qui tam* action (“Government Complaint”), in which it is asserting claims against Defendant under the FCA and common law for the Covered Conduct;

WHEREAS, the Parties have, through this Stipulation, reached a mutually agreeable resolution addressing the claims asserted against Defendants in the Government Complaint and the Relators Complaint, for the Covered Conduct;

NOW, THEREFORE, upon the Parties’ agreement IT IS HEREBY ORDERED that:

TERMS AND CONDITIONS

1. The Parties agree that this Court has subject matter jurisdiction over this action and consent to this Court’s exercise of personal jurisdiction over each of them.

2. Defendants admit, acknowledge and accept responsibility for the following conduct (the “Admitted Conduct”):

- a. During the Covered Period, MEPSY and Tri-State provided clinical staff to operate emergency departments at various hospitals in or around the Southern District of New York (the “Emergency Departments”).
- b. During the Covered Period, Advanced Health Partners submitted claims to the Medicare program (the “Subject Claims”) for professional services

rendered at the Emergency Departments by physicians or other clinical staff employed by MEPSY and Tri-State.

- c. Medexcel provided management services to MEPSY and Tri-State. Additionally, Medexcel provided back-office support and guidance to Advanced Health Partners concerning its billing practices, including, in some instances, by directing which physician's NPI to use to bill for specific services.
- d. The NPI is a unique 10-digit identification number for healthcare providers that is used by all health plans, including Medicare, in the submission of claims for reimbursement. All Health Insurance Portability and Accountability Act ("HIPAA") covered healthcare providers, whether they are individuals or organizations, must obtain an NPI in order to identify themselves in HIPAA standard transactions, including Medicare claim submissions.
- e. During the Covered Period, several thousand of the Subject Claims used the NPIs of physicians who did not render or supervise the services in question, rather than the NPIs of the physicians who had actually rendered or supervised the services. Specifically, Advanced Health Partners, who received billing guidance from Medexcel, used the NPIs of physicians who previously had been, but were no longer, employed by MEPSY or Tri-State.
- f. Defendants MEPSY and Tri-State received substantial reimbursement from Medicare to which they were not entitled as a result of these claims, and

defendants Advanced Health Partners and Medexcel caused Medicare to make these unwarranted payments.

3. Defendants shall pay to the Government within fourteen (14) business days of the Effective Date (defined below in Paragraph 29) the sum of \$475,000.00 plus interest which shall be compounded annually at a rate of 3.875% accruing from the execution date of this Stipulation, to the date of the payment (the "Settlement Amount") in accordance with instructions to be provided by the Financial Litigation Unit of the United States Attorney's Office for the Southern District of New York. Of the Settlement Amount, \$237,500 constitutes restitution to the United States.

4. Defendants agree to cooperate fully and truthfully with the United States' investigation of individuals and entities not released in this Stipulation. Upon reasonable notice, Defendants shall encourage, and agree not to impair, the cooperation of their directors, officers, and employees, and shall use their 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. Defendants further agree 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 have been performed by another on their behalf.

5. Subject to the exceptions in Paragraph 9 (concerning reserved claims) below and subject to Paragraph 10 (concerning default) and Paragraph 15 (concerning bankruptcy proceedings) below, and conditioned on Defendants' full compliance with the terms of this Stipulation, including full payment of the Settlement Amount to the United States pursuant to

Paragraph 3 above, the United States releases Defendants, including their subsidiaries and corporate predecessors, successors and assigns, from any civil or administrative monetary claim that the United States has for the Covered Conduct under the FCA, the Civil Monetary Penalties Law, 42 U.S.C. § 1320a-7a, the Program Fraud Civil Remedies Act, 31 U.S.C. § 3801-3812, and the common law theories of fraud, payment by mistake, and unjust enrichment. For avoidance of doubt, this Stipulation does not release any current or former officer, director, employee, or agent of Defendants from liability of any kind.

6. Defendants fully and finally release the United States, its agencies, officers, employees, servants, and agents 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, employees, servants, or agents related to the Covered Conduct or the United States' investigation, prosecution and settlement thereof.

7. Subject to the exceptions in Paragraph 9 (concerning reserved claims) below and subject to Paragraph 10 (concerning default) and Paragraph 15 (concerning bankruptcy proceedings) below, and conditioned on Defendants' full compliance with the terms of this Stipulation, including full payment of the Settlement Amount to the United States pursuant to Paragraph 3 above, Relators, for themselves and their heirs, successors, attorneys, agents, and assigns, release Defendants, including their subsidiaries and corporate predecessors, successors and assigns, as well as all of their current and former officers, directors, employees, attorneys, and other agents, from any and all manner of claims, proceedings, liens, and causes of action of any kind or description that Relators have against Defendants related to or arising from the Relators Complaint; provided, however, that nothing in this Stipulation shall preclude Relators from

seeking to recover their reasonable expenses and attorneys' fees and costs pursuant to 31 U.S.C. § 3730(d).

8. In consideration of the execution of this Stipulation by Relators and the Relators' release as set forth in Paragraph 7 above, Defendants, including their subsidiaries, predecessors, and corporate successors and assigns, as well as all of their current and former officers, directors, employees, attorneys, and other agents, release Relators and their heirs, successors, attorneys, agents, and assigns, from any and all manner of claims, proceedings, liens, and causes of action of any kind or description that Defendant has against Relators related to or arising from the Relators Complaint.

9. Notwithstanding the releases given in Paragraph 5 above, or any other term of this Stipulation, the following claims of the Government are specifically reserved and are not released by this Stipulation:

- a. any liability arising under Title 26, United States Code (Internal Revenue Code);
- b. any criminal liability;
- c. except as explicitly stated in this Stipulation, any administrative liability or enforcement right, including but not limited to the mandatory or permissive exclusion from Federal health care programs (as defined in 42 U.S.C. § 1320a-7b(f)) under 42 U.S.C. § 1320a-7(a) (mandatory exclusion) or 42 U.S.C. § 1320a-7(b) (permissive exclusion);
- 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 Stipulation; and

f. any liability of individuals.

10. Defendants shall be in default of this Stipulation if Defendants fail to make the required payment set forth in Paragraph 3 above on or before the due date for such payment, or if they fail to comply materially with any other term of this Stipulation that applies to them (“Default”). The Government will provide a written Notice of Default to Defendants of any Default in the manner set forth in Paragraph 28 below. Defendants shall then have an opportunity to cure the Default within seven (7) calendar days from the date of receipt of the Notice of Default by making the payment due and paying any additional interest accruing under the Stipulation up to the date of payment. If Defendants fails to cure the Default within seven (7) calendar days of receiving the Notice of Default (“Uncured Default”), interest on the remaining unpaid balance shall thereafter accrue at the rate of 12% per annum, compounded daily from the date of Default, on the remaining unpaid total (principal and interest balance). In the event of an Uncured Default, Defendants shall agree to the entry of a consent judgment in favor of the United States against Defendants in the amount of the Settlement Amount as attached hereto as Exhibit A. Defendants also agree that the United States, at its sole discretion, may (i) retain any payments previously made, rescind this Stipulation, and reinstate the claims asserted against Defendants in the Government Complaint, or bring any civil and/or administrative claim, action, or proceeding against Defendants for the claims that would otherwise be covered by the releases provided in Paragraph 5 above, with any recovery reduced by the amount of any payments previously made by Defendants to the United States under this Stipulation; (ii) take any action to enforce this Stipulation in a new action or by reinstating the Government Complaint; (iii) offset the remaining unpaid balance from any amounts due and owing to Defendants and/or affiliated companies by any department, agency, or agent of the United States at the time of Default or subsequently; and/or

(iv) exercise any other right granted by law, or under the terms of this Stipulation, or recognizable at common law or in equity. The United States shall be entitled to any other rights granted by law or in equity by reason of Default, including referral of this matter for private collection. In the event the United States pursues a collection action, Defendants agree immediately to pay the United States the greater of (i) a ten-percent (10%) surcharge of the amount collected, as allowed by 28 U.S.C. § 3011(a), or (ii) the United States' reasonable attorneys' fees and expenses incurred in such an action. In the event that the United States opts to rescind this Stipulation pursuant to this paragraph, Defendants waive and agree not to plead, argue, or otherwise raise any defenses of statute of limitations, laches, estoppel or similar theories, to any civil or administrative claims that (i) are filed by the United States against Defendants within 120 days of written notification that this Stipulation has been rescinded, and (ii) relate to the Covered Conduct, except to the extent these defenses were available on August 29, 2014. Defendants agree not to contest any offset, recoupment, and /or collection action undertaken by the United States pursuant to this paragraph, either administratively or in any state or federal court, except on the grounds of actual payment to the United States.

11. Defendants, having truthfully admitted to the Admitted Conduct set forth in Paragraph 2 hereof, agree they shall not, through their attorneys, agents, officers, or employees, make any public statement, including but not limited to, any statement in a press release, social media forum, or website, that contradicts or is inconsistent with the Admitted Conduct or suggests that the Admitted Conduct is not wrongful (a "Contradictory Statement"). Any Contradictory Statement by Defendants, their attorneys, agents, officers, or employees, shall constitute a violation of this Stipulation, thereby authorizing the Government to pursue any of the remedies set forth in Paragraph 10 hereof, or seek other appropriate relief from the Court. Before pursuing any

remedy, the Government shall notify Defendants that it has determined that Defendants have made a Contradictory Statement. Upon receiving notice from the Government, Defendants may cure the violation by repudiating the Contradictory Statement in a press release or other public statement within four business days. If Defendants learn of a potential Contradictory Statement by their attorneys, agents, officers, or employees, Defendants must notify the Government of the statement within 24 hours. The decision as to whether any statement constitutes a Contradictory Statement or will be imputed to Defendants for the purpose of this Stipulation, or whether Defendants adequately repudiated a Contradictory Statement to cure a violation of this Stipulation, shall be within the sole discretion of the Government. Consistent with this provision, Defendants may raise defenses and/or assert affirmative claims or defenses in any proceeding brought by private and/or public parties, so long as doing so would not contradict or be inconsistent with the Admitted Conduct.

12. Relators and their heirs, successors, attorneys, agents, and assigns shall not object to this Stipulation; Relators agree and confirm that the terms of this Stipulation are fair, adequate, and reasonable under all the circumstances, pursuant to 31 U.S.C. § 3730(c)(2)(B).

13. Defendants agree that they waive and shall not seek payment for any of the health care billings covered by this Stipulation from any health care beneficiaries or their parents, sponsors, legally responsible individuals, or third-party payors based upon the claims defined as Covered Conduct.

14. Defendants waive and shall not assert any defenses Defendants 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 Stipulation bars a remedy sought in such criminal prosecution or administrative action.

15. In exchange for valuable consideration provided in this Stipulation, Defendants acknowledge the following:

- a. Defendants have reviewed their financial situation and warrant that they 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 Amount.
- b. In evaluating whether to execute this Agreement, the Parties intend that the mutual promises, covenants, and obligations set forth herein constitute a contemporaneous exchange for new value given to Defendants, within the meaning of 11 U.S.C. § 547(c)(1), and the Parties conclude that these mutual promises, covenants, and obligations do, in fact, constitute such a contemporaneous exchange.
- c. The mutual promises, covenants, and obligations set forth herein are intended by the Parties to, and do in fact, constitute a reasonably equivalent exchange of value.
- d. The Parties do not intend to hinder, delay, or defraud any entity to which Defendants were or became indebted on or after the date of any transfer contemplated in this Stipulation, within the meaning of 11 U.S.C. § 548(a)(1).
- e. If any Defendant's obligations under this Stipulation are avoided for any reason (including but not limited to through the exercise of a trustee's

avoidance powers under the Bankruptcy Code) or if, before the Settlement Amount is paid in full, any Defendant or a third party commences a case, proceeding, or other action under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors seeking any order for relief of any Defendant's debts, or to adjudicate any Defendant as bankrupt or insolvent, or seeking appointment of a receiver, trustee, custodian, or other similar official for any Defendant or for all or any substantial part of any Defendant's assets:

- (1) the United States may rescind the releases in this Stipulation and bring any civil and/or administrative claim, action, or proceeding against that Defendant for the claims that would otherwise be covered by the releases provided in Paragraph 5 above;
- (2) the United States has an undisputed, noncontingent, and liquidated allowed claim against that Defendant in the amount of \$475,000, less any payments received pursuant to the Stipulation, provided, however, that such payments are not otherwise avoided and recovered from the United States by that Defendant, a receiver, trustee, custodian, or other similar official for that Defendant; and
- (3) if any payments are avoided and recovered by that Defendant, a receiver, trustee, custodian, or similar official for that Defendant, Relator shall, within thirty days of written notice from the United States to the undersigned Relators' counsel, return any portions of such payments already paid by the United States to Relators.

f. Defendants agree that any civil and/or administrative claim, action, or proceeding brought by the United States under Paragraph 15.(e) above is not subject to an “automatic stay” pursuant to 11 U.S.C. § 362(a) because it would be an exercise of the United States’ police and regulatory power. Defendants shall not argue or otherwise contend that the United States’ claim, action, or proceeding is subject to an automatic stay and, to the extent necessary, consents to relief from the automatic stay for cause under 11 U.S.C. § 362(d)(1). Defendants waive and shall not plead, argue, or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel, or similar theories, to any such civil or administrative claim, action, or proceeding brought by the United States within 120 days of written notification to Defendants that the releases have been rescinded pursuant to this paragraph, except to the extent such defenses were available on August 29, 2014.

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

17. 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-6; and the regulations and official program directives promulgated thereunder) incurred by or on behalf of Defendants, including its present or former officers, directors, employees, shareholders, and agents in connection with:

- (1) the matters covered by this Stipulation;
- (2) the United States' audit(s) and civil investigation(s) of matters covered by this Stipulation;
- (3) Defendants' investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and civil investigation(s) in connection with matters covered by this Stipulation (including attorneys' fees);
- (4) the negotiation and performance of this Stipulation; and
- (5) any payment Defendants makes to the United States pursuant to this Stipulation and any payment Defendants may make to Relators, including expenses, costs and attorneys' fees;

are unallowable costs for government contracting purposes and under the Medicare Program, Medicaid Program, TRICARE Program, and Federal Employees Health Benefits Program (FEHBP) (hereinafter referred to as "Unallowable Costs").

- b. Future Treatment of Unallowable Costs: Unallowable Costs shall be separately determined and accounted for by 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: Within 90 days of the Effective Date of this Stipulation, Defendants 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, including the Department of Justice and/or the affected agencies, reserves its rights to disagree with any calculation 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 Stipulation 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.

18. This Stipulation 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 as otherwise provided herein.

19. Each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Stipulation; provided, however, nothing in this Stipulation shall preclude Relators from seeking to recover their expenses or attorneys' fees and costs from Defendants, pursuant to 31 U.S.C. § 3730(d).

20. Any failure by the Government to insist upon the full or material performance of any of the provisions of this Stipulation shall not be deemed a waiver of any of the provisions hereof, and the Government, notwithstanding that failure, shall have the right thereafter to insist upon the full or material performance of any and all of the provisions of this Stipulation.

21. This Stipulation is governed by the laws of the United States. The exclusive jurisdiction and venue for any dispute relating to this Stipulation is the United States District Court for the Southern District of New York.

22. For purposes of construing this Stipulation, this Stipulation shall be deemed to have been drafted by all Parties to this Stipulation and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

23. This Stipulation constitutes the complete agreement between the Parties with respect to the subject matter hereof. This Stipulation may not be amended except by written consent of the Parties. No prior agreements, oral representations or statements shall be considered part of this Stipulation.

24. The undersigned counsel and other signatories represent and warrant that they are fully authorized to execute this Stipulation on behalf of the persons and the entities indicated below.

25. This Stipulation is binding on Defendants' successors, transferees, heirs, and assigns.

26. This Stipulation is binding on Relators' successors, transferees, heirs, and assigns.

27. This Stipulation may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Stipulation. E-mails that attach signatures in PDF form or facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Stipulation.

28. Any notice pursuant to this Stipulation shall be in writing and shall, unless expressly provided otherwise herein, be delivered by hand, express courier, or e-mail transmission followed by postage-prepaid mail, and shall be addressed as follows:

TO THE UNITED STATES:

Peter Aronoff
Assistant United States Attorney
United States Attorney's Office
Southern District of New York
86 Chambers Street, Third Floor
New York, New York 10007
Email: peter.aronoff@usdoj.gov

TO DEFENDANT:

John G. Martin, Esq.
Chair, White Collar Defense Group
Partner, Compliance and Litigation Groups
Garfunkel Wild, P.C.
111 Great Neck Road
Great Neck, New York 11021
t: 516.393.2214 | f: 516.466.5964
Email: jmartin@garfunkelwild.com

TO RELATORS:

John Howley, Esq.
1345 Avenue of the Americas, 2nd Floor
New York, New York 10105
(212) 601-2728
Email: jhowley@johnhowleyesq.com

29. The effective date of this Stipulation is the date upon which the Stipulation is approved by the Court (the “Effective Date”).

Agreed to by:

THE UNITED STATES OF AMERICA

Dated: New York, New York
July 24, 2023

DAMIAN WILLIAMS
United States Attorney for the
Southern District of New York

By: _____

Peter Aronoff
Jacob M. Bergman
Assistant United States Attorneys
86 Chambers Street, Third Floor
New York, New York 10007
Tel.: (212) 637-2697/2776
Fax: (212) 637-2717

Attorneys for the United States of America

RELATORS

Dated: _____, _____
_____, 2023

By: Christina Myruski
[]
Relator

By: Glynis Cowart
[]
Relator

Digitally signed by Glynis Cowart
DN: cn=Glynis Cowart, o. ou.
email=glynistech@ymad.com, c=US
Date: 2023.07.20 07:31:41 -04'00'

Dated: New York, New York
_____, 2023

[Relator Counsel]

By: John Howley
[]

Digitally signed by John Howley
Date: 2023.07.20 13:01:07
-04'00'

Attorneys for Relator

DEFENDANTS

ADVANCED HEALTH PARTNERS, INC., f/k/a MEDICOM MANAGEMENT SERVICES, INC.

By ^{DocuSigned by:}
Anthony R. Russo, M.D. _____
5917E67938FD474...
Title President
Date 7/19/2023

MEDEXCEL EMERGENCY PHYSICIAN SERVICES OF YONKERS, PLLC

By ^{DocuSigned by:}
Anthony R. Russo, M.D. _____
5917E67938FD474...
Title Member
Date 7/19/2023

TRI-STATE EMERGENCY PHYSICIANS, PLLC

By ^{DocuSigned by:}
Anthony R. Russo, M.D. _____
5917E67938FD474...
Title Member
Date 7/19/2023

MEDEXCEL USA, INC.

By ^{DocuSigned by:}
Anthony R. Russo, M.D. _____
5917E67938FD474...
Title President
Date 7/19/2023

GARFUNKEL WILD, PC
Attorneys for Defendants

By: DocuSigned by:
Steven Antico
620AE73C08F041B... _____
Steven R. Antico
John G. Martin

SO ORDERED:



HON. NELSON S. ROMÁN
UNITED STATES DISTRICT JUDGE

Dated: July 27 , 2023