UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA, STATE OF NEW YORK, ex rel. NIKI PATEL,

Plaintiffs,

v.

ORANGE MEDICAL CARE, P.C., MANISH A. RAVAL, M.D., ASHIKKUMAR A. RAVAL, M.D., and ENABLE HEALTHCARE, INC.,

Defendants.

UNITED STATES OF AMERICA,

Plaintiff-Intervenor,

v.

ORANGE MEDICAL CARE, P.C., MANISH A. RAVAL, M.D., and ASHIKKUMAR A. RAVAL, M.D.,

Defendants.

16 Civ. 8589 (PGG)

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 relator Niki Patel ("Relator"), by his authorized representative; and defendants Orange Medical Care, P.C. ("Orange Medical"), Manish A. Raval, and Ashikkumar A. Raval (the "Ravals," or, together with Orange Medical, "Defendants"), by their authorized representatives;

WHEREAS, Orange Medical is a New York-based company that operates a family medicine practice located in Newburgh, New York, and which provides a range of primary care medical services to patients;

WHEREAS, the Ravals are family medicine physicians that own and control Orange Medical and its family medicine practice;

WHEREAS, on or about November 4, 2016, Relator filed a complaint under the *qui tam* provisions of the False Claims Act ("FCA"), 31 U.S.C. § 3729 et seq., and the New York False Claims Act, N.Y. State Fin. Law § 187, et seq., against the Defendants, alleging, inter alia, that Defendants violated the FCA and the New York False Claims Act by submitting claims to Medicare and Medicaid using the names of credentialed providers when, in fact, services were rendered by non-credentialed providers (the "Relator Complaint");

WHEREAS, the Government alleges that, from November 4, 2006 through December 31, 2022 (the "Covered Period"), Defendant violated the FCA by knowingly submitting and/or causing the submission of false claims for payment to Medicare and Medicaid for medical services that were not rendered or supervised by the physician identified in the claim for payment. The conduct described in this paragraph is the "Covered Conduct" for purposes of this Stipulation;

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

WHEREAS, Defendants intend to enter into a separate settlement agreement with the State of New York (the "State Settlement") to resolve claims asserted by the State of New York under

New York law for the Covered Conduct, and have agreed to pay a total of \$331,200, plus applicable interest, to the State of New York pursuant to the State Settlement;

WHEREAS, the Government, Relator, and Defendants (together, the "Parties") have, through this Stipulation, reached a mutually agreeable resolution addressing the claims asserted against Defendants in the Government Complaint and the Relator 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. Orange Medical is a family medicine practice that provides primary care medical services to patients in Newburgh, New York. The Ravals are family medicine physicians that own and operate Orange Medical. During the Covered Period, Defendants, through a third-party billing company, submitted claims to Medicare and Medicaid for primary care services provided to patients at their Newburgh office.
 - b. Defendants understood that they were prohibited by relevant federal healthcare program rules from submitting claims for reimbursement to Medicaid in the State of New York for primary care services if the physician listed as the rendering provider on the claim for reimbursement had not actually rendered the services and, with respect to Medicare, if the services

were not, at minimum, rendered "incident to" medical services actually provided by the physician listed on the claim. Defendants further understood that, in order to receive reimbursement from Medicare or Medicaid, a healthcare provider must be enrolled as a provider in the Medicare or Medicaid program at the time the services are rendered (known as being "credentialed" with the Medicare or Medicaid programs).

- Nonetheless, Defendants frequently submitted claims to Medicaid and Medicare for primary care services that listed Manish A. Raval or Ashikkumar A. Raval as the rendering provider, even though they had not rendered the services for which reimbursement had been sought. In fact, the services had been performed by providers who had not enrolled in the Medicare or Medicaid programs. Further, the providers that had rendered the services were often not physicians, but instead nurse practitioners or physician assistants. On many such occasions, the Ravals had no personal involvement or supervision in the treatment of the patient and were traveling outside of the United States at the time that the services were furnished.
- d. Defendants also altered patient records to reflect falsely that one of the Ravals had seen a patient when, in fact, the patient had been seen by a different provider.
- e. Further, in an email sent to the third-party billing company in February 2016, Ashikkumar A. Raval instructed Orange Medical's third-party billing company to seek reimbursement for services rendered by non-credentialed providers by using the identities of credentialed providers, stating: "Until

- all the providers are credentialed [Orange Medical] will have to bill under the provider who is credentialed. Please do not hold any billing for that reason."
- f. As a result of the above-referenced conduct, Orange Medical received reimbursements from Medicare and Medicaid for primary care claims that did not comply with those programs' billing rules.
- 3. Defendants shall execute and agree to the entry of a consent judgment in favor of the Government and against that Defendant in the amount of \$1,646,835, copies of which are attached hereto as Exhibit A (the "Consent Judgment"). The Government may use the Consent Judgment to obtain a security interest in any asset or property of the Defendants, but shall not perfect or execute upon such security interest or engage in any other collection activity with respect to the Consent Judgment so long as Defendants fully comply with the terms of this Stipulation. Pursuant to this Stipulation, Defendants agree to pay and the Government agrees to accept the payment of \$268,800.00 in full satisfaction of the Consent Judgment (the "Settlement Amount"). Defendants shall pay the Settlement Amount to the Government in five installments as follows:
 - a. On or before January 2, 2025, Defendants shall pay the Government the sum of \$44,800, plus interest compounded annually at a rate of 4.5% accruing from March 20, 2024.
 - b. On or before January 2, 2026, Defendants shall pay the Government the sum of \$49,280, plus interest compounded annually at a rate of 4.5% accruing from March 20, 2024.

- c. On or before January 4, 2027, Defendants shall pay the Government the sum of \$53,760, plus interest compounded annually at a rate of 4.5% accruing from March 20, 2024.
- d. On or before January 3, 2028, Defendants shall pay the Government the sum of \$58,240, plus interest compounded annually at a rate of 4.5% accruing from March 20, 2024.
- e. On or before January 2, 2029, Defendants shall pay the Government the sum of \$62,270, plus interest compounded annually at a rate of 4.5% accruing from March 20, 2024.

Defendants are jointly and severally liable to the Government for the Settlement Amount. Payments pursuant to this paragraph shall be made 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. The full Settlement Amount constitutes restitution to the United States.

- 4. The Ravals agree that they shall not seek indemnification from any source with respect to any portion of the Settlement Amount.
- 5. Should Defendants comply fully with the payment schedule set forth in Paragraph 3 above as well as the other terms of this Stipulation, the Consent Judgment shall be deemed to be satisfied in full and, upon Defendants' request, the Government shall file with the Clerk of the Court and deliver to Defendants a Full Satisfaction of Judgment. In the event that Defendants fully pay the Settlement Amount faster than as provided in the payment schedule set forth in Paragraph 3 above, and fully comply with all other terms of the Stipulation, the Consent Judgment shall be deemed to be satisfied in full and, upon Defendants' request, the Government shall file with the Clerk of the Court and deliver to Defendants a Full Satisfaction of Judgment. Should Defendants

fail to comply fully with the payment schedule set forth in Paragraph 3 above or any other term of this Stipulation, Defendants shall be in default of this Stipulation, in which case the Government may take any of the actions set forth in Paragraph 12 below.

- 6. 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 Orange Medical's 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 has been performed by another on their behalf.
- The Subject to the exceptions in Paragraph 11 (concerning reserved claims) below and subject to Paragraph 12 (concerning default) and Paragraph 18 (concerning bankruptcy proceedings) below, and Paragraph 19 (concerning disclosure of financial information) 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 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 Orange Medical (other than the Ravals) from liability of any kind.

- 8. 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.
- 9. Subject to the exceptions in Paragraph 11 (concerning reserved claims) below and subject to Paragraph 12 (concerning default) and Paragraph 18 (concerning bankruptcy proceedings) below, and Paragraph 19 (concerning disclosure of financial information) 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, Relator, for himself and his successors, heirs, attorneys, agents, and assigns, releases Defendants from any and all manner of claims, proceedings, liens, and causes of action of any kind or description that Relator has against Defendants related to or arising from the Relator Complaint; provided, however, that nothing in this Stipulation shall release or preclude Relator from seeking to recover his reasonable expenses and attorneys' fees and costs pursuant to 31 U.S.C. § 3730(d).
- 10. In consideration of the execution of this Stipulation by Relator and the Relator's release as set forth in Paragraph 9 above, Defendants release Relator and his successors, heirs, attorneys, agents, and assigns, from any and all manner of claims, proceedings, liens, and causes of action of any kind or description that Defendants have against Relator related to or arising from the Relator Complaint.

- 11. Notwithstanding the releases given in Paragraph 7 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. 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 (other than the Ravals).
- 12. The Settlement Amount represents the amount the United States is willing to accept in compromise of its civil claims arising from the Covered Conduct, due solely to Defendants' financial condition as reflected in the Financial Disclosures referenced in Paragraph 19 below. Defendants shall be in default of this Stipulation if Defendants fail to pay the Settlement Amount as provided in the payment schedule set forth in Paragraph 3 above 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 32 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. Where the Default

is the result of Defendants' failure to comply with the payment schedule set forth in Paragraph 3, Defendants may cure the Default within seven (7) calendar days from the date of receipt of the Notice of Default by making the payment due. If Defendants fail to cure the Default within seven (7) calendar days of receiving the Notice of Default and in the absence of an agreement with the United States to a modified payment schedule ("Uncured Default"), the remaining unpaid balance of the Settlement Amount shall become immediately due and payable, and interest on the remaining unpaid balance shall thereafter accrue at the rate of 12% per annum, compounded daily from the date of Default, on the remaining unpaid total (principal and interest balance). In the event of an Uncured Default, the United States may initiate a collection action or take any other action with respect to the unpaid portion of the amount specified in the Consent Judgment attached hereto as Exhibit A. Defendants also agrees 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 7 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 November 4, 2016. 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.

Department of Health and Human Services ("OIG-HHS") may exclude Defendant from participating in all Federal health care programs until Defendant pays the Settlement Amount, with interest, as set forth above ("Exclusion for Default"). OIG-HHS will provide written notice of any such exclusion to Defendant. Defendant waives any further notice of the exclusion under 42 U.S.C. § 1320a-7(b)(7), and agrees not to contest such exclusion either administratively or in any state or federal court. Reinstatement to program participation is not automatic. If at the end of the period of exclusion, Defendant wishes to apply for reinstatement, it must submit a written request for reinstatement to OIG-HHS in accordance with the provisions of 42 C.F.R. §§ 1001.3001-.3005. Defendant will not be reinstated unless and until OIG-HHS approves such request for reinstatement. The option for Exclusion for Default is in addition to, and not in lieu of, the options identified in this Stipulation or otherwise available.

- 14. Defendants, having truthfully admitted to the Admitted Conduct set forth in Paragraph 2 hereof, agree that they and their attorneys, agents, or employees shall not 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 themselves or by their attorneys, agents, or employees shall constitute a violation of this Stipulation, thereby authorizing the Government to pursue any of the remedies set forth in Paragraph 12 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, 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.
- 15. Relator and her heirs, successors, attorneys, agents, and assigns shall not object to this Stipulation; Relator agrees and confirms 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).

- 16. 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.
- 17. 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.
- 18. 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, absent unforeseen circumstances, expect to remain solvent following payment to the United States of the Settlement Amount.
 - b. In evaluating whether to execute this Stipulation, 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 was 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 Defendants' 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, Defendants 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 Defendants' debts, or to adjudicate Defendants as bankrupt or insolvent, or seeking appointment of a receiver, trustee, custodian, or other similar official for Defendants or for all or any substantial part of Defendants' assets:
- (1) the United States may rescind the releases in this Stipulation and 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 7 above;
- (2) the United States has an undisputed, noncontingent, and liquidated allowed claim against each Defendant in the amount of \$1,646,835, less any payments received pursuant to the Stipulation, provided, however, that such payments are not otherwise avoided and recovered from the United States

- by Defendants, a receiver, trustee, custodian, or other similar official for Defendants; and
- (3) if any payments are avoided and recovered by Defendants, a receiver, trustee, custodian, or similar official for Defendants, Relator shall, within thirty days of written notice from the United States to the undersigned Relator's counsel, return any portions of such payments already paid by the United States to Relator.
- f. Defendants agree that any civil and/or administrative claim, action, or proceeding brought by the United States under Paragraph 8(e) above or Paragraph 12 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 November 4, 2016.
- 19. Defendants have each provided sworn financial disclosures and supporting documents ("Financial Disclosures") to the United States and the United States has relied on the

accuracy and completeness of those Financial Disclosures in reaching this Stipulation. Defendants warrant that the Financial Disclosures are complete, accurate, and current. If the United States learns of asset(s) in which either Defendant had an interest at the time of the execution of this Stipulation that were not disclosed in the Financial Disclosures, or if the United States learns of any false statement or misrepresentation by either Defendant on, or in connection with, the Financial Disclosures, and if such nondisclosure, false statement, or misrepresentation changes the estimated net worth of either Defendant as reflected in the Financial Disclosures by \$60,000 or more, the United States may at its option: (a) rescind this Stipulation and reinstate its lawsuit based on the Covered Conduct, or (b) let the Stipulation stand and collect the full Settlement Amount plus one hundred percent (100%) of the net value of that Defendant's previously undisclosed assets. Defendants agree not to contest any collection action undertaken by the United States pursuant to this provision, and agree that they will immediately pay the United States the greater of (i) a ten-percent (10%) surcharge of the amount collected in the collection action, as allowed by 28 U.S.C. § 3011(a), or (ii) the United States' reasonable attorneys' fees and expenses incurred in such an action. In the event that the United States pursuant to this paragraph rescinds this Stipulation, Defendants waive and agree not to plead, argue, or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel, or similar theories, to any civil or administrative claims that (a) are filed by the United States within 120 calendar days of written notification to Defendants that this Stipulation has been rescinded, and (b) relate to the Covered Conduct, except to the extent these defenses were available on November 4, 2016.

20. 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 Defendants 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.

- 21. Defendants agree to the following:
 - a. <u>Unallowable Costs Defined</u>: 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 their 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 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 in connection with matters covered by this Stipulation (including attorneys' fees);
 - (4) the negotiation and performance of this Stipulation; and
 - (5) any payment Defendants make to the United States pursuant to this Stipulation and any payment Defendants may make to Relator, 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. <u>Future Treatment of Unallowable Costs</u>: 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 its 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.
- 22. 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.
- 23. 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 Relator from seeking to recover her expenses or attorneys' fees and costs from Defendants, pursuant to 31 U.S.C. § 3730(d).
- 24. 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.

- 25. 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.
- 26. 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.
- 27. 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.
- 28. 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.
- 29. This Stipulation is binding on Defendants' successors, transferees, heirs, and assigns.
 - 30. This Stipulation is binding on Relator's successors, transferees, heirs, and assigns.
- 31. This Stipulation may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Stipulation. Emails that attach signatures in PDF form or facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Stipulation.
- 32. Any notice pursuant to this Stipulation shall be in writing and shall, unless expressly provided otherwise herein, be delivered both by (a) hand, express courier, or postage-prepaid mail and (b) by email, and shall be addressed as follows:

TO THE UNITED STATES:

David E. Farber
Assistant United States Attorney
United States Attorney's Office
Southern District of New York
86 Chambers Street, Third Floor
New York, New York 10007
david.farber@usdoj.gov

TO DEFENDANTS THE RAVALS AND DEFENDANT ORANGE MEDICAL:

Raul A. Tabora, Jr.
Bond Schoeneck & King, PLLC
22 Corporate Woods Boulevard
Albany, NY 12211-2503
rtabora@bsk.com

With a copy to:

Orange Medical Care, P.C.

313 South William Street Newburgh, New York 12550

Attn: Drs. Raval

Email: krishna@orangemedcare.com

TO RELATOR:

Geoffrey Kaiser Rivkin Radler LLP 926 RXR Plaza Uniondale, NY 11556 geoffrey.kaiser@rivkin.com

33. 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
August 12, 2024

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

By:

David E. Farber Assistant United States Attorney 86 Chambers Street, Third Floor New York, New York 10005 212-637-2772

david.farber@usdoj.gov

Attorney for the United States of America

RELATOR

Dated: New York, New York

NIKI PATEL

Niki **Fa** Relator

RIVKIN RADLER LLP

By:

Geoffrey Kaiser
926 RXR Plaza
Uniondale, NY 11556
516-357-3333
geoffrey.kaiser@rivkin.com
Attorney for Relator

RELATOR

Dated: New York, New York	
	NIKI PATEL
	Niki Patel
	Relator
Dated: New York, New York	
8/1/24 , 2024	
	RIVKIN RADLER LLP

Ву:

Geoffrey Kaiser
926 RXR Plaza
Uniondale, NY 11556
516-357-3333
geoffrey kaiser@rivkin.com
Attorney for Relator

DEFENDANT MANISH A. RAVAL

Dated:	07/21/2024
	, 2024

MANISH A. RAVAL

Manish A. Raval

BOND SCHOENECK & KING, PLLC

By:

Raul A. Tabora, Jr.

22 Corporate Woods Boulevard

Albany, NY 12211-2503

518-533-3242

rtabora@bsk.com

Attorney for Defendant Manish A. Raval

DEFENDANT ASHIKKUMAR A. RAVAL

Dated:	July 30th
	<i>0</i> , ₂₀₂₄

ASHIKKUMAR A. RAVAL

Ashikkumar A. Raval

BOND SCHOENECK & KING, PLLC

By:

Raul A. Tabora Jr.

22 Corporate Woods Boulevard

Albany, NY 12211-2503

518-533-3242

rtabora@bsk.com

Attorney for Defendant Ashikkumar A. Raval

DEFENDANT ORANGE MEDICAL CARE, P.C.

Dated: <u>July</u> 30th

ORANGE MEDICAL CARE, P.C.

By: Ashikkumar A. Raval

President and Member

BOND SCHOENECK & KING, PLLC

By:

Raul A. Tabora, Jr.

22 Corporate Woods Boulevard

Albany, NY 12211-2503

518-533-3242

rtabora@bsk.com

Attorney for Defendant Orange Medical Care, P.C.

SO ORDERED:

HON. PAUL G. GARDEPHE

UNITED STATES DISTRICT JUDGE

Dated: Duyur 17, 2024

Exhibit A

UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA, STATE OF NEW YORK, ex rel. NIKI PATEL,

Plaintiffs,

٧.

ORANGE MEDICAL CARE, P.C., MANISH A. RAVAL, M.D., ASHIKKUMAR A. RAVAL, M.D., and ENABLE HEALTHCARE, INC.,

Defendants.

UNITED STATES OF AMERICA,

Plaintiff-Intervenor,

v.

ORANGE MEDICAL CARE, P.C., MANISH A. RAVAL, M.D., and ASHIKKUMAR A. RAVAL, M.D.,

Defendants.

16 Civ. 8589 (PGG)

CONSENT JUDGMENT

Upon the consent of Plaintiff the United States of America and Defendants Orange

Medical Care, P.C., Manish A. Raval, and Ashikkumar A. Raval, ("Defendants"), it is hereby:

ORDERED, ADJUDGED and DECREED that Plaintiff the United States of America is
awarded judgment in the amount of \$1,646,835 jointly and severally against Orange Medical

Care, P.C., Manish A. Raval, and Ashikkumar A. Raval, as well as post-judgment interest at the

rate of 12% per annum compounded daily.

AGREED TO BY:

THE UNITED STATES OF AMERICA

Dated: New York, New York
August 12, 2024

DAMIAN WILLIAMS
United States Attorney for the

Southern District of New York

By:

David E. Farber

Assistant United States Attorney 86 Chambers Street, Third Floor New York, New York 10005

212-637-2772

david.farber@usdoj.gov

Attorney for the United States of America

DEFENDANT MANISH A. RAVAL

· Dated:	07/30/	2024
-		2024

MANISH A. RAVAL

Manish A. Raval

BOND SCHOENECK & KING, PLLC

By:

Raul A. Tabora, Jr.

22 Corporate Woods Boulevard

Albany, NY 12211-2503

518-533-3242

rtabora@bsk.com

Attorney for Defendant Manish A. Raval

DEFENDANT ASHIKKUMAR A. RAVAL

Dated:	July	3,0/1
	7	, 2024

ASHIKKUMAR A. RAVAL

Ashikkumar A. Raval

BOND SCHOENECK & KING, PLLC

By:

Raul A. Tabora, Jr.

22 Corporate Woods Boulevard

Albany, NY 12211-2503

518-533-3242

rtabora@bsk.com

Attorney for Defendant Ashikkumar A. Raval

DEFENDANT ORANGE MEDICAL CARE, P.C.

Dated:	July	,30 ¹ 7
	ı	. 2024

ORANGE MEDICAL CARE, P.C.

By:

Ashikkumar A. Raval President and Member

BOND SCHOENECK & KING, PLLC

By:

Raul A. Tabora, Jr.

22 Corporate Woods Boulevard

Albany, NY 12211-2503

518-533-3242

rtabora@bsk.com

Attorney for Defendant Orange Medical Care, P.C.

SO ORDERED:

HON. PAUL G. GARDEPHE

UNITED STATES DISTRICT JUDGE

Dated: 17, 2024