

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

UNITED STATES OF AMERICA and
STATE OF NEW YORK *ex rel.* CAROL
BEVILACQUA,

Plaintiffs,

v.

CITY PRACTICE GROUP OF NEW YORK,
LLC, et al.,

Defendants.

14 Civ. 9933 (KPF)

UNITED STATES OF AMERICA

Plaintiff-Intervenor,

v.

CITY PRACTICE GROUP USA, LLC

Defendants.

14 Civ. 9933 (KPF)

STIPULATION AND ORDER OF SETTLEMENT AND DISMISSAL

WHEREAS, this Stipulation and Order of Settlement and Dismissal (the “Stipulation” or “Agreement”) is entered into among the United States of America (the “United States” or “Government”), by its attorney, Geoffrey S. Berman, United States Attorney for the Southern District of New York; the relator Carol Bevilacqua (“Relator”), by her authorized representatives; and Defendant City Practice Group USA, LLC (“CityMD” or “Defendant,” and together with the Government and Relator, the “Parties”), by their authorized representatives;

WHEREAS, CityMD manages and operates approximately 88 Urgent Care professional practice affiliate offices, which are primarily located in the New York City metropolitan area;

WHEREAS, on or about December 17, 2014, Relator filed this action (the “Relator’s Action”) against Defendant and others under the *qui tam* provisions of the False Claims Act

("FCA"), 31 U.S.C. § 3729 *et seq.*, and the New York State False Claims Act, New York State Finance Law § 190(2), alleging, among other things, that CityMD submitted false claims to the Medicare program for (a) services it did not actually provide; and (b) services by physicians who did not actually render the care to the patient;

WHEREAS, on or about August 11, 2015, the relator amended her complaint to add another defendant and offer additional evidence in support of her allegations;

WHEREAS, contemporaneous with the filing of this Stipulation, the United States is filing a Notice of Partial Intervention and a Complaint-In-Intervention (the "Government Complaint"), in which it asserts claims against Defendant under the FCA and common law;

WHEREAS, the Government Complaint alleges that from December 1, 2010 to December 31, 2016 (the "Covered Period"), Defendant submitted or caused to be submitted to the Medicare program false claims for: (a) professional medical services using the name and National Provider Identification ("NPI") numbers of physicians who did not render or supervise the services in question, when the services were rendered by other physicians in the practice who were not credentialed at the time the services were rendered; and (b) lengthier and/or more complex Evaluation and Management ("E/M") services and procedures for patients than it actually performed or were supported by the medical record documentation (the "Covered Conduct");

WHEREAS, the State of New York (the "State"), acting through the New York State Attorney General's Office, intends to file a notice of partial intervention in the Relator's Action and contemporaneously intends to enter into a separate settlement agreement with Defendant to resolve claims asserted by the State pursuant to which Defendant has agreed to pay a total of \$883,000, ("State Settlement");

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

WHEREAS, the Relator's claim to a share of the proceeds from the settlement between the Parties will be the subject of a separate agreement between Relator and the United States;

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

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. Defendant admits, acknowledges, and accepts responsibility for the following conduct:
 - a. During the Covered Period, CityMD submitted claims to the Medicare program for professional services rendered in an outpatient urgent care setting, including E/M services and procedures. In order to be reimbursed for these services and procedures, CityMD submitted Current Procedural Terminology ("CPT") billing codes to Medicare.
 - b. The CPT codes are a set of standardized medical codes developed and maintained by the American Medical Association. CPT codes are used to describe and report medical, surgical and diagnostic procedures and services to the Medicare program for medical billing purposes.
 - c. The primary CPT codes that providers use to bill Medicare for office and outpatient E/M services are 99201-99205 for new patients and 99211-99215 for established patients. These billing codes differ depending on a number of factors, including the amount of time the physician spends with the patient, the types of services the physician renders, and the complexity of the case. As the amount of time the physician spends and the breadth of services the physician renders increase, the CPT codes that physicians may select similarly increase, with 99201/99211 as the lowest level and 99205/99215 as the highest level. The Medicare program reimburses the higher-level codes at a greater rate than the lower-level codes.
 - d. During the Covered Period, CityMD submitted claims to the Medicare program for services using CPT billing codes reflecting lengthier and/or more complex

E/M services or procedures than it actually provided to patients or were supported with documentation in the medical record. Had CityMD billed the appropriate CPT code, it would have received a lower rate of reimbursement from the Medicare program.

- e. Each claim that CityMD submits to the Medicare program includes not only the CPT codes associated with the services being billed, but also the NPI of the physician or other clinician who purportedly rendered the services.
- f. Medicare rules generally prohibit medical providers, such as CityMD, from seeking reimbursement from the Medicare program for services rendered by a physician unless that physician is enrolled with the Medicare program when the services are rendered, and has reassigned his or her Medicare benefits to the billing provider (collectively known as being “credentialed” with the Medicare program).
- g. During the Covered Period, CityMD employed a number of physicians who were not credentialed with the Medicare program when the claims were submitted. Medicare rules generally prohibited CityMD from billing Medicare for any services rendered by these non-credentialed physicians unless and until such physicians are credentialed with the Medicare program. Nevertheless, CityMD falsely billed Medicare for services rendered by these uncredentialed physicians, using the NPIs of other credentialed physicians who did not actually render the services in question.
- h. CityMD received substantial reimbursement from Medicare to which it was not entitled as a result of: billing for services rendered by physicians who were not credentialed at the time the services were performed; and billing for lengthier and/or more complex E/M services and procedures than were actually performed or supported by the medical record documentation.

3. Defendant shall pay to the Government within fourteen (14) business days of the Effective Date (defined below in Paragraph 26) the sum of \$6,606,251.40 (the “Settlement Amount”), of which \$3,303,125.70 constitutes restitution to the United States, 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.

4. Defendant agrees to cooperate fully and truthfully with the United States’ investigation of individuals and entities not released in this Stipulation. Upon reasonable notice, Defendant shall encourage, and agrees not to impair, the cooperation of its directors, officers,

and employees in such United States investigation, and shall use its 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.

Defendant further agrees to furnish to the United States, upon request, complete and unredacted copies of all non-privileged documents, reports, memoranda of interviews, and records in its possession, custody, or control concerning any investigation of the Covered Conduct that it has undertaken, or that has been performed by another on its behalf.

5. Subject to the exceptions in Paragraphs 9 and 14 below (concerning excluded claims and bankruptcy proceedings), and conditioned upon Defendant's 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 Defendant, including its subsidiaries and corporate predecessors, successors, assigns, and the practice entities identified in Exhibit A hereto (the "Practice Entities") from any civil or administrative monetary claim that the United States has for the Covered Conduct under the FCA, the Civil Monetary Penalties Law, 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 Defendant from liability of any kind.

6. Defendant and the Practice Entities 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 Defendant and the Practice Entities 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 and the United States' investigation, prosecution and settlement thereof.

7. Conditioned on Defendant's timely payment of the full Settlement Amount pursuant to Paragraph 3 above, Relator, for herself and her heirs, successors, attorneys, agents, and assigns, releases Defendant, including its subsidiaries and Practice Entities, together with their respective corporate predecessors, successors, and assigns, as well as their respective 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 Relator has against Defendant related to or arising from claims in the Relator's Action; provided, however, that nothing in this Stipulation shall preclude Relator from seeking to recover her reasonable expenses and attorneys' fees and costs pursuant to 31 U.S.C. § 3730(d) and N.Y. State Fin. Law § 190(6)(a).

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

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, 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-7b (permissive exclusion); suspension or debarment pursuant to 2 C.F.R. Part 376; or actions pursuant to, or otherwise consistent with, 42 C.F.R. § 52.9, 45 C.F.R. §§ 75.207- 75.208, or 45 C.F.R. §§ 75.371-75.375;
- 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. Defendant shall be in default of this Stipulation if Defendant fails to make the required payment set forth in Paragraph 3 above on or before the due date for such payment, or if it fails to comply materially with any other term of this Stipulation ("Default"). The Government shall provide written notice to Defendant of any Default in the manner set forth in Paragraph 26 below. Defendant shall then have an opportunity to cure the Default within ten (10) calendar days from the date of delivery of the notice of Default. In the event that a Default is not fully cured within ten (10) calendar days of the delivery of the notice of Default ("Uncured Default"), interest shall accrue at the rate of 12% per annum compounded daily on the remaining unpaid principal balance of the Settlement Amount, beginning ten (10) calendar days after mailing of the notice of Default. In the event of an Uncured Default, Defendant shall agree to the entry of a consent judgment in favor of the United States against Defendant in the amount of the Settlement Amount as attached hereto as Exhibit B. The United States may also, at its option, (a) rescind

this Stipulation and reinstate the claims asserted against Defendant in the Government Complaint; (b) seek specific performance of this Stipulation; (c) offset the remaining unpaid balance of the Settlement Amount from any amounts due and owing Defendant by any department, agency, or agent of the United States; or (d) exercise any other rights granted by law, or under the terms of this Stipulation, or recognizable at common law or in equity.

Defendant shall not contest any offset imposed or any collection undertaken by the Government pursuant to this Paragraph, either administratively or in any Federal or State court. In addition, Defendant shall pay the Government all reasonable costs of collection and enforcement under this Paragraph, including attorneys' fees and expenses. In the event that the United States opts to rescind this Stipulation pursuant to this Paragraph, Defendant shall not 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 relate to the Covered Conduct.

11. 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).

12. Defendant waives and shall not assert any defenses Defendant 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.

13. Defendant represents and warrants that it has reviewed its financial situation, that it is currently not insolvent as such term is defined in 11 U.S.C. § 101(32) and that it reasonably

believe that it shall remain solvent following payment to the Government of the Settlement Amount. Further, the Parties warrant that, in evaluating whether to execute this Stipulation, they (a) have intended that the mutual promises, covenants, and obligations set forth constitute a contemporaneous exchange for new value given to Defendant, within the meaning of 11 U.S.C. § 547(c)(1); and (b) have concluded that these mutual promises, covenants, and obligations do, in fact, constitute such a contemporaneous exchange. Further, the Parties warrant that the mutual promises, covenants, and obligations set forth herein are intended to and do, in fact, represent a reasonably equivalent exchange of value that is not intended to hinder, delay, or defraud any entity to which Defendant was or became indebted to on or after the date of this Stipulation, within the meaning of 11 U.S.C. § 548(a)(1).

14. If within 91 days of the Effective Date of this Stipulation or any payment made under this Stipulation, Defendant commences any case, action, or other proceeding under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors or a third party commences any case, action, or other proceeding under any law related to bankruptcy, insolvency, reorganization, or relief of debtors (a) seeking an order for relief of Defendant's debts, or seeking to adjudicate Defendant as bankrupt or insolvent; or (b) seeking appointment of a receiver, trustee, custodian, or other similar official for Defendant or for all or part of Defendant's assets, Defendant agrees as follows:

- a. Defendant's obligations under this Stipulation may not be avoided pursuant to 11 U.S.C. § 547, and Defendant shall not argue or otherwise take the position in any such case, action, or proceeding that (i) Defendant's obligations under this Stipulation may be avoided under 11 U.S.C. § 547; (ii) Defendant was insolvent at the time this Stipulation was entered into; or (iii) the mutual

promises, covenants, and obligations set forth in this Stipulation do not constitute a contemporaneous exchange for new value given to Defendant.

- b. If any of 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, the Government, at its option, may rescind the release in this Stipulation and bring any civil and/or administrative claim, action, or proceeding against Defendant for the claims that would otherwise be covered by the release in Paragraph 5 above. Defendant agrees that (i) any such claim, action, or proceeding brought by the Government would not be subject to an "automatic stay" pursuant to 11 U.S.C. § 362(a) as a result of the case, action, or proceeding described in the first sentence of this Paragraph, and Defendant shall not argue or otherwise contend that the Government's claim, action, or proceeding is subject to an automatic stay; (ii) Defendant shall not plead, argue, or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel, or similar theories, to any claim, action, or proceeding that is brought by the Government within 60 calendar days of written notification to Defendant that the release has been rescinded pursuant to this Paragraph, except to the extent such defenses were available on the date the Relator Action was filed; and (iii) the Government has a valid claim against Defendant in the amount of the Settlement Amount and the Government may pursue its claim in the case, action, or proceeding described in the first sentence of this Paragraph, as well as in any other case, action, or proceeding.

- c. Defendant acknowledges that the agreements in this Paragraph are provided in exchange for valuable consideration as provided in this Stipulation.
15. Defendant agrees to the following:
- a. Unallowable Costs Defined: All costs (as defined in the Office of Management and Budget (“OMB”) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards published at 2 C.F.R. §§ 200 *et seq.*; the Department of Health and Human Services adoption of the OMB Guidance provided at 45 C.F.R. § 75, subpart E *et seq.*; the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47 where applicable; or otherwise as specified by federal statutes, regulations or the terms and conditions of a Federal award) incurred by or on behalf of Defendant, including its present or former officers, directors, employees, 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) Defendant’s 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 Defendant makes to the United States pursuant to this Stipulation and any payment Defendant 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. Future Treatment of Unallowable Costs: Unallowable Costs shall be separately determined and accounted for by Defendant, and Defendant shall not charge such Unallowable Costs directly or indirectly to any contracts with the United States.
- c. Treatment of Unallowable Costs Previously Submitted for Payment: Within 90 days of the Effective Date of this Stipulation, Defendant shall identify and repay by adjustment to future claims for payment or otherwise any Unallowable Costs (as defined in this Paragraph) included in payments previously sought by Defendant from the United States. Defendant agrees that the United States, at a minimum, shall be entitled to recoup from Defendant any overpayment plus applicable interest and penalties as a result of the inclusion of such Unallowable Costs on previously-submitted requests for payment. Any payments due 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 right to audit, examine, or re-examine Defendant's books and records and to disagree with any calculation submitted by Defendant or any of their subsidiaries or affiliates regarding any Unallowable Costs included in payments previously sought by Defendant, or the effect of any such Unallowable Costs on the amounts of such payments.

d. Nothing in this Stipulation shall constitute a waiver of the rights of the United States to audit, examine, or re-examine Defendant's books and records to determine that no Unallowable Costs have been claimed in accordance with the provisions of this Paragraph.

16. 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.

17. 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 Defendant, pursuant to 31 U.S.C. § 3730(d) and N.Y. State Fin. Law § 190(6)(a).

18. Upon receipt of the payment described in Paragraph 3 above, the Government Complaint shall be deemed dismissed in full and the Relator's Action dismissed in part. As to the United States, the dismissal shall be with prejudice only as to claims for the Covered Conduct that are being released pursuant to this Stipulation, and shall be without prejudice as to all other claims and conduct. As to the Relator, all claims in the Relator's Action shall be dismissed with prejudice, except that claims against StatMD Physicians, PLLC, Harry Biber and Physicians Practice Management Associates, Ltd., and the Relator's claims for expenses, costs and attorneys' fees pursuant to 31 U.S.C. § 3730(d) shall not be dismissed. However, the Court shall retain jurisdiction over this Stipulation to enforce the parties' obligations pursuant to this Stipulation.

19. 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.

20. 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. 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.

21. 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.

22. 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.

23. This Stipulation is binding on Defendant's successor entities.

24. This Stipulation is binding on Relator's successors, transferees, heirs, and assigns.

25. 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.

26. 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:

MÓNICA P. FOLCH
JACOB M. BERGMAN
Assistant United States Attorneys
United States Attorney's Office
Southern District of New York
86 Chambers Street, Third Floor
New York, NY 10007
Telephone: (212) 637-6559/2776
Email: monica.folch@usdoj.gov
jacob.bergman@usdoj.gov

TO DEFENDANT CITY PRACTICE GROUP USA, LLC


Brett R. Friedman, Esq.
Ropes & Gray LLP
1211 Avenue of the Americas
New York, NY 10036
Telephone: (212) 596-9000
Email: brett.friedman@ropesgray.com

TO RELATOR:
Timothy J. McInnis, Esq.
McInnis Law
521 Fifth Avenue, 17th Floor
New York, NY 10175
Telephone: (212) 292-4573
Email: tmcinnis@McInnis-Law.com

27. The effective date of this Stipulation is the date upon which the Stipulation is approved by the Court (the "Effective Date").

Dated: New York, New York
May 2, 2018

GEOFFREY S. BERMAN
United States Attorney for the
Southern District of New York
Attorney for Plaintiff United States of America

By: 

MONICA R. FOLCH
JACOB M. BERGMAN
Assistant United States Attorneys
86 Chambers Street
New York, NY 10007
Telephone: (212) 637-6559/2776
Email: monica.folch@usdoj.gov
jacob.bergman@usdoj.gov

Dated: New York, New York
5/2, 2018

CITY PRACTICE GROUP USA, LLC

By: _____

Richard Park, M.D.
Founder and CEO

Dated: New York, New York
5/2, 2018

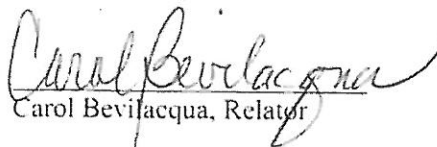
ROPES & GRAY LLP
Attorneys for CITY PRACTICE GROUP
USA, LLC

By: _____


BRETT R. FRIEDMAN, ESQ.

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1211 Avenue of the Americas
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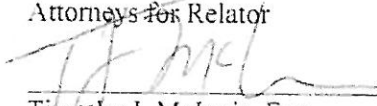
Dated: New York, New York
2 May, 2018


Carol Bevilacqua, Relator

Dated: New York, New York
May 2, 2018

MCINNIS LAW
Attorneys for Relator

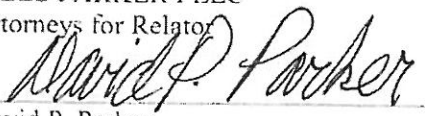
By:


Timothy J. McInnis, Esq.
521 Fifth Avenue, 17th Floor
New York, NY 10175
Telephone: (212) 292-4573
Email: tmcinnis@McInnis-Law.com

Dated: New York, New York
May 2, 2018

LILES PARKER PLLC
Attorneys for Relator

By:


David P. Parker
2121 Wisconsin Avenue N.W., Suite 200
Washington, D.C. 20007
Telephone: (202) 298-8750
Email: dparker@lilesparker.com

SO ORDERED:

May 3, 2018

Katherine Polk Failla
HONORABLE KATHERINE A. FAILLA, U.S.D.J.

Polk

Exhibit A
Practice Entities

City Healthcare Physicians of New York, PLLC
City Medical Group, PLLC
City Medical of Astoria, PLLC
City Medical of Bay Ridge, PLLC
City Medical of Columbus Circle, PLLC
City Medical of Downtown Brooklyn, PLLC
City Medical of Harlem, PLLC
City Medical of Lake Grove, PLLC
City Medical of Long Beach, PLLC
City Medical of Lower East Side, PLLC d/b/a City Medical of Flatiron, PLLC
City Medical of Mid Upper West, PLLC
City Medical of Midtown East, PLLC
City Medical of Murray Hill, PLLC
City Medical of New Jersey, PC
City Medical of Times Square, PLLC
City Medical of Tribeca, PLLC
City Medical of Union Square, PLLC
City Medical of Upper East Side, PLLC
City Medical of Upper West Side, PLLC
City Medical of Yonkers, PLLC
East Coast Urgent Care Physicians, PLLC

Exhibit B

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

UNITED STATES OF AMERICA and
STATE OF NEW YORK *ex rel.* CAROL
BEVILACQUA,

Plaintiffs,

v.

CITY PRACTICE GROUP OF NEW YORK,
LLC, et al.,

Defendants.

14 Civ. 9933 (KPF)

UNITED STATES OF AMERICA

Plaintiff-Intervenor,

v.

CITY PRACTICE GROUP USA, LLC

Defendants.

14 Civ. 9933 (KPF)

CONSENT JUDGMENT

Upon the consent of Plaintiff the United States of America and Defendant City Practice Group USA, LLC ("Defendant,"), it is hereby


ORDERED, ADJUDGED and DECREED: that plaintiff the United States of America is awarded judgment in the amount of \$6,606,251.40 as against Defendant, as well as post-judgment interest at the rate of 12% per annum compounded daily.

Agreed to by:

Dated: New York, New York
May 2, 2018

GEOFFREY S. BERMAN
United States Attorney for the
Southern District of New York
Attorney for Plaintiff United States of America


By:



MONICA P. FOLCH
JACOB M. BERGMAN
Assistant United States Attorneys
86 Chambers Street
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Telephone: (212) 637-6559/2776
Email: monica.folch@usdoj.gov
jacob.bergman@usdoj.gov


Dated: New York, New York
5/2, 2018

CITY PRACTICE GROUP USA, LLC

By: 
Richard Park, M.D.
Founder and CEO

Dated: New York, New York
5/2, 2018

ROPES & GRAY LLP
Attorneys for CITY PRACTICE GROUP
USA, LLC

By: 
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SO ORDERED:
May 3, 2018


HONORABLE KATHERINE A. FAILLA, U.S.D.J.
Polic