

*Greiber*

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

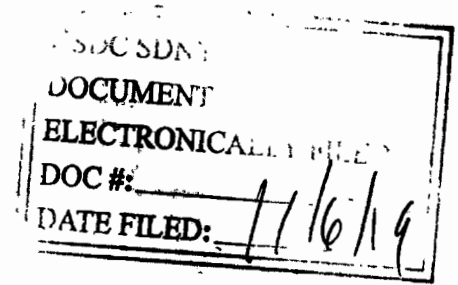
UNITED STATES OF AMERICA and the  
STATES of COLORADO, CONNECTICUT,  
THE DISTRICT OF COLUMBIA, FLORIDA,  
ILLINOIS, INDIANA, MARYLAND,  
MASSACHUSETTS, NEW JERSEY, NEW  
YORK, OHIO, OKLAHOMA, TEXAS, AND  
VIRGINIA *ex rel.* BNHT LLC,

Plaintiffs,

v.

LIFE SPINE INC., MICHAEL BUTLER, and  
JOSEPH LOY,

Defendants.



**18 Civ. 1311 (JSR)**

UNITED STATES OF AMERICA,

Plaintiff-Intervenor

v.

LIFE SPINE, INC., MICHAEL BUTLER, and  
RICHARD GREIBER,

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, Geoffrey S. Berman, United States Attorney for the Southern

District of New York; relator BNHT LLC, which is composed of Walter J. Bennett, Jon Nolan, Larry Harvey, and Cameron Thrall (collectively, the “Relators”); and Defendant Richard Greiber (“Greiber”) (together with the Government and the Relators, the “Parties”), through their authorized representatives;

WHEREAS, Greiber resides in Illinois and is a senior manager at Life Spine, Inc. (“Life Spine”), an Illinois-based company that develops, markets, and sells medical devices and equipment primarily used in spinal surgeries performed by orthopedic surgeons and neurosurgeons;

WHEREAS, on or about February 14, 2018, BNHT LLC filed a complaint under the *qui tam* provisions of the False Claims Act (“FCA”), 31 U.S.C. § 3729 *et seq.* (the “Relator Complaint”), alleging, *inter alia*, that Life Spine engaged in an illegal kickback scheme by paying physicians ostensibly for consulting services when in reality the payments were intended to induce sales of Life Spine products;

WHEREAS, the Government alleges that from January 2012 through December 2018 (the “Covered Period”), Life Spine, with the knowledge, involvement, and participation of Greiber and co-defendant Michael Butler (“Butler”), Life Spine’s President and Chief Executive Officer, offered and paid remuneration, in the form of millions of dollars in consulting fees, royalties, and intellectual property acquisition fees, to surgeons to induce them to use Life Spine’s spinal implants, devices, and equipment, in violation of the Anti-Kickback Statute (the “AKS”), 42 U.S.C. §§ 13320a-7b(b), and thereby caused false claims for payment to be submitted to and paid by Medicare and Medicaid. The conduct described in this paragraph is referred to as the “Covered Conduct” for purposes of this Stipulation;

WHEREAS, the Government filed a Notice of Election to Intervene dated April 22, 2019;

WHEREAS, on or about July 22, 2019, the Government filed its Complaint-In-Intervention in the above-referenced *qui tam* action (“the Government Complaint”), in which it is asserting claims against Greiber under the FCA for the Covered Conduct;

WHEREAS, in connection with settlement discussions and in order to allow the Government to assess Greiber’s ability to make payments to resolve this matter, Greiber has submitted information concerning his financial condition to the Government, including but not limited to information relating to his assets, liabilities, expenses, and income (the “Greiber Financial Information”);

WHEREAS, the Parties have, through this Stipulation, reached a mutually agreeable resolution addressing the claims asserted against Greiber in the Government Complaint;

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

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. Greiber admits, acknowledges, and accepts responsibility for the following conduct:

- a. Greiber has held various management positions at Life Spine. From 2012 through 2015, Greiber was the Vice President of Business Development and Professional Relations and oversaw Life Spine’s marketing department. During this period, Greiber was one of the Life Spine

managers responsible for reviewing the qualifications of, selecting, and approving surgeons who served as paid consultants for Life Spine. On behalf of Life Spine, Greiber signed many of Life Spine's Medical Education Agreements and Product Development Agreements with surgeons. He also was involved in negotiating and reviewing the terms of Life Spine's Intellectual Property Purchase Agreements with surgeons.

- b. Greiber often obtained from the company's Accounting Department, and reviewed, reports that tracked which surgeons were paid to consult on various product development projects. In October 2015, Greiber prepared a report setting forth the names of the surgeon consultants, the royalty and consulting payments they each had received in 2015, and the total revenue generated from these surgeons' use of Life Spine Products in 2015. Greiber circulated the report to Butler and other senior Life Spine managers.
- c. In January 2012, Life Spine entered into an IP Purchase Agreement under which Life Spine licensed a patent for a static compression plate ("SCP") owned by a company associated with a Colorado-based surgeon who wanted to develop the product and bring it to market. Life Spine committed to assisting with the development of the SCP and agreed to provide the surgeon's company royalties based on a percentage of future sales of the SCP. Greiber was one of the two Life Spine managers who signed the agreement on behalf of Life Spine. Pursuant to other agreements between Life Spine and the surgeon, Life Spine also paid the surgeon over \$125,000 in consulting and royalty fees. The surgeon accounted for over \$3.7 million in Life Spine product sales from 2012 through 2016.
- d. Life Spine spent hundreds of thousands of dollars to attempt to develop and bring the SCP to market but encountered a number of setbacks. In 2016, Greiber participated in two discussions with the Colorado-based surgeon during which Life Spine's continued funding of the SCP project and the surgeon's recent decreased usage of Life Spine products were discussed. During the calls, while discussing the funding of the SCP, Greiber suggested that the surgeon should increase his usage of Life Spine products. On one call, Greiber asked the surgeon to consider using Life Spine "more vigorously" than he recently had been. Later in the discussion, the surgeon suggested that the company and he "renew our vows to each other." On the other call, Greiber told the surgeon that putting Life Spine back in his "rotation" was "the catalyst for moving forward." Greiber also had discussions with Butler about the surgeon's decreased usage of Life Spine products. Greiber advised Butler that he had requested that the surgeon use Life Spine products in more procedures.

- e. From 2012 through 2015, Greiber's responsibilities included ensuring that Life Spine's relationships with surgeons complied with applicable laws and regulations, including the AKS. Greiber did not develop and implement effective systems to ensure that the company's relationships with surgeons complied with applicable laws and regulations, including the AKS.

3. Greiber shall pay to the United States the sum of \$115,000 (the "Settlement Amount") to be paid in six installments according to the schedule set forth below. Greiber shall make the below-referenced payments 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 \$115,000 constitutes restitution to the United States.

- a. Within fourteen (14) business days of the Effective Date (defined below in Paragraph 30), Greiber shall pay the United States the sum of \$15,000.
- b. On or before December 31, 2020, Greiber shall pay the United States the sum of \$20,000.
- c. On or before December 31, 2021, Greiber shall pay the United States the sum of \$20,000.
- d. On or before December 31, 2022, Greiber shall pay the United States the sum of \$20,000.
- e. On or before December 31, 2023, Greiber shall pay the United States the sum of \$20,000.
- f. On or before December 31, 2024, Greiber shall pay the United States the sum of \$20,000.

4. Greiber shall execute and agree to the entry of a consent judgment in favor of the Government and against Greiber in the amount of \$115,000, a copy of which is attached hereto as Exhibit A (the "Greiber Consent Judgment"). The Government may use the Greiber Consent

Judgment to obtain a security interest in any asset or property of Greiber, but shall not engage in other collection activity with respect to the Greiber Consent Judgment so long as Greiber fully complies with the terms of this Stipulation. Should Greiber comply fully with the payment schedule set forth above as well as the other terms of this Stipulation, the Greiber Consent Judgment shall be deemed to be satisfied in full. Within thirty (30) calendar days after Greiber makes the final payment under the payment schedule, the Government shall file with the Clerk of the Court and deliver to Greiber a Full Satisfaction of Judgment. In the event that Greiber fully pays the Settlement Amount faster than as provided in the payment schedule set forth above, and fully complies with all other terms of the Stipulation, the Greiber Consent Judgment shall be deemed to be satisfied in full and the Government shall file with the Clerk of the Court and deliver to Greiber a Full Satisfaction of Judgment. Should Greiber fail to comply fully with the payment schedule set forth above or with any other term of this Stipulation, Greiber shall be in default of this Stipulation, in which case the Government may take any of the actions set forth in Paragraph 12 below.

5. Greiber agrees to cooperate fully and truthfully with the United States' investigation of individuals and entities not released in this Stipulation. Upon reasonable notice, Greiber shall encourage, and agrees not to impair, the cooperation of Life Spine's directors, officers, and employees, and shall use his 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. Greiber 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 his possession, custody, or control concerning any

investigation of the Covered Conduct that he has undertaken, or that has been performed by another on his behalf.

6. Subject to the exceptions in Paragraphs 10 and 18 below (concerning excluded claims and bankruptcy proceedings), and conditioned upon Greiber'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 Greiber 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.

7. Greiber fully and finally releases 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 Greiber has 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.

8. Conditioned on Greiber's timely payment of the full Settlement Amount pursuant to Paragraph 3 above, the Relators, for themselves and their heirs, successors, attorneys, agents, and assigns, release Greiber, and his 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 the Relators have against Greiber related to or arising from the Relator Complaint.

9. In consideration of the execution of this Stipulation by the Relators and the Relators' release as set forth in Paragraph 8 above, Greiber, for himself and his heirs,

successors, attorneys, agents, and assigns, releases 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 Greiber has against the Relators related to or arising from the Relator Complaint.

10. Notwithstanding the releases given in Paragraph 6 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 healthcare 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, except for Greiber.

11. Greiber has provided the Greiber Financial Information to the United States and the United States has relied on the accuracy and completeness of that information in reaching this Stipulation. Greiber warrants that the Greiber Financial Information is complete, truthful, and accurate. If the United States learns of any misrepresentation or inaccuracy in the Greiber



Financial Information, or of assets in which Greiber had an interest at the time of this Stipulation that were not disclosed in the Greiber Financial Information, and if such nondisclosure or misrepresentation changes either the total annual income, expenses, or assets by 10% or more, the United States may at its option: (i) rescind this Stipulation and reinstate the claims asserted against Greiber in the Government Complaint, or (ii) let the Stipulation stand and collect the full Settlement Amount plus one hundred percent (100%) of the value of the income, assets, or expenses that were previously not disclosed or misrepresented. Greiber agrees not to contest any collection action undertaken by the United States pursuant to this provision, and immediately to pay the United States all reasonable costs incurred in such an action, including attorneys' fees and expenses.

12. Greiber shall be in default of this Stipulation if he fails to make the required payments set forth in Paragraph 3 above on or before the due date for such payments, or if he fails to comply materially with any other term of this Stipulation ("Default"). The Government shall provide written notice to Greiber of any Default in the manner set forth in Paragraph 29 below. Greiber 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 set forth in Paragraph 3 above, beginning ten (10) calendar days after mailing of the notice of Default. The United States may also, at its option, (a) rescind this Stipulation and reinstate the claims asserted against Greiber in the Government Complaint; (b) seek specific performance of this Stipulation; (c) offset the remaining unpaid balance of the settlement amount set forth in Paragraph 3 above from any amounts due and

owing Greiber 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. Greiber 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, Greiber 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, Greiber 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.

13. The Relators and their heirs, successors, attorneys, agents, and assigns shall not object to this Stipulation; the 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).

14. Greiber waives and shall not assert any defenses Greiber 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. Greiber, having truthfully admitted to the conduct set forth in Paragraph 2 above (the "Admitted Conduct"), agree that he shall not, through his 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 Greiber or his 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 12 above, or seek other appropriate relief from the Court. Before pursuing any remedy, the Government shall notify Greiber that it has determined that Greiber has made a Contradictory Statement. Upon receiving such notice from the Government, Greiber may cure the violation by repudiating the Contradictory Statement in a press release or other public statement within four business days. If Greiber learns of a potential Contradictory Statement by his attorneys, agents, officers, or employees, Greiber 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 Greiber for the purpose of this Stipulation, or whether Greiber 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, Greiber may raise defenses and/or assert affirmative claims or defenses in any proceedings brought by private and/or public parties, so long as doing so would not contradict the Admitted Conduct

16. Greiber agrees that he shall not seek indemnification from any source with respect to any portion of the Settlement Amount.

17. Greiber represents and warrants that he has reviewed his financial situation, that he is currently not insolvent as such term is defined in 11 U.S.C. § 101(32), and that he reasonably believes he shall remain solvent following payment to the Government of the settlement amount referenced in Paragraph 3 above. 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 Greiber, 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 Greiber was or became indebted to on or after the date of this Stipulation, within the meaning of 11 U.S.C. § 548(a)(1).

18. If within 91 days of the Effective Date of this Stipulation or any payment made under this Stipulation, Greiber 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 Greiber's debts, or seeking to adjudicate Greiber as bankrupt or insolvent; or (b) seeking appointment of a receiver, trustee, custodian, or other similar official for Greiber or for all or part of Greiber's assets, Greiber agrees as follows:

- a. Greiber's obligations under this Stipulation may not be avoided pursuant to 11 U.S.C. § 547, and Greiber shall not argue or otherwise take the position in any such case, action, or proceeding that (i) Greiber's obligations under this Stipulation may be avoided under 11 U.S.C. § 547; (ii) Greiber is 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 Greiber.

- b. If any of Greiber'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 Greiber for the claims that would otherwise be covered by the release in Paragraph 6 above. Greiber 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 Greiber shall not argue or otherwise contend that the Government's claim, action, or proceeding is subject to an automatic stay; (ii) Greiber 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 Greiber that the release has been rescinded pursuant to this Paragraph, except to the extent such defenses were available on the date the Government Complaint was filed; and (iii) the Government has a valid claim against Greiber in the amount of the settlement amount set forth in Paragraph 3 above 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. Greiber acknowledges that the agreements in this Paragraph are provided in exchange for valuable consideration provided in this Stipulation.

19. 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.

20. Greiber agrees that he waives 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.

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

22. 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.

23. 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.

24. 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.

25. 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.

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

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

28. 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.

29. 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  
Jennifer Jude, Esq.  
Jeffrey K. Powell, Esq.  
Lara K. Eshkenazi, Esq.  
Assistant United States Attorneys  
United States Attorney's Office  
Southern District of New York  
86 Chambers Street, Third Floor  
New York, New York 10007  
Telephone: (212) 637-2663/2706/2758  
Email: [Jennifer.Jude@usdoj.gov](mailto:Jennifer.Jude@usdoj.gov)  
[Jeffrey.Powell@usdoj.gov](mailto:Jeffrey.Powell@usdoj.gov)  
[Lara.Eshkenazi@usdoj.gov](mailto:Lara.Eshkenazi@usdoj.gov)

TO DEFENDANT RICHARD GREIBER:  
Daniel J. Collins, Esq.  
Drinker Biddle & Reath LLP  
191 N. Wacker Drive, Suite 3700  
Chicago, IL 60606-1698  
Phone: 312-569-1358  
Email: [Daniel.Collins@dbr.com](mailto:Daniel.Collins@dbr.com)

TO RELATORS:

Stephen A. Weiss, Esq.

Christopher L. Ayers, Esq.

Seeger Weiss LLP

77 Water Street, 8<sup>th</sup> Fl.

New York, NY 10005

Phone: 212-584-0700

Email: [sweiss@seegerweiss.com](mailto:sweiss@seegerweiss.com)

[cayers@seegerweiss.com](mailto:cayers@seegerweiss.com)

30. 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: October 22, 2019

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

By:



\_\_\_\_\_  
Jennifer Jude, Esq.  
Jeffrey K. Powell, Esq.  
Lara K. Eshkenazi, Esq.  
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**DEFENDANT**

Dated: October 2, 2019

DEFENDANT RICHARD GREIBER



Richard Greiber

DRINKER BIDDLE & REATH LLP

By:



Daniel J. Collins, Esq.

191 N. Wacker Drive, Suite 3700

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*Attorneys for Richard Greiber*

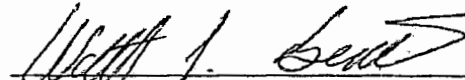
**RELATOR**

Dated: October 19, 2019

RELATOR BNHT LLC

By:

\_\_\_\_\_  
Christopher L. Ayers, Esq.  
Manager

  
\_\_\_\_\_  
Walter J. Bennett

\_\_\_\_\_  
Jon Nolan

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Larry Harvey

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*Attorneys for Relator BNHT LLC, Walter J.  
Bennett, Jon Nolan, Larry Harvey, and  
Cameron Thrall*

**RELATOR**

Dated: October 2<sup>nd</sup>, 2019

RELATOR BNHT LLC

By:

\_\_\_\_\_  
Christopher L. Ayers, Esq.  
Manager

\_\_\_\_\_  
Walter J. Bennett

\_\_\_\_\_  
Jon Nolan

  
\_\_\_\_\_  
Larry Harvey

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Cameron Thrall

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*Attorneys for Relator BNHT LLC, Walter J.  
Bennett, Jon Nolan, Larry Harvey, and  
Cameron Thrall*

**RELATOR**

Dated: October 20, 2019

RELATOR BNHT LLC

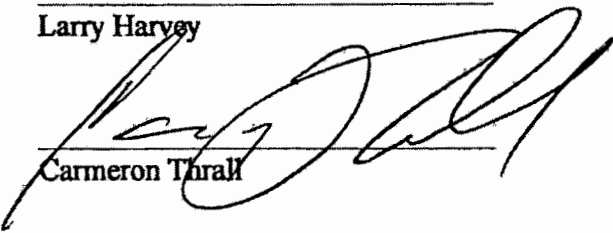
By: \_\_\_\_\_

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\_\_\_\_\_  
Walter J. Bennett

  
\_\_\_\_\_  
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\_\_\_\_\_  
Larry Harvey

  
\_\_\_\_\_  
Cameron Thrall

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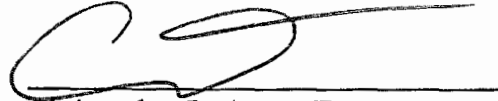
*Attorneys for Relator BNHT LLC, Walter J.  
Bennett, Jon Nolan, Larry Harvey, and  
Cameron Thrall*

**RELATOR**

Dated: October 4, 2019

RELATOR BNHT LLC

By:



Christopher L. Ayers, Esq.  
Manager

\_\_\_\_\_  
Walter J. Bennett

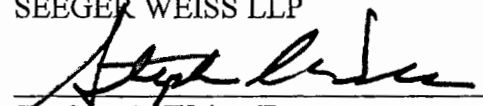
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*Attorneys for Relator BNHT LLC, Walter J. Bennett, Jon Nolan, Larry Harvey, and Cameron Thrall*

SO ORDERED:

  
\_\_\_\_\_  
HON. JED S. RAKOFF  
UNITED STATES DISTRICT JUDGE

Dated: 10/29/19  
New York, New York

# EXHIBIT A



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

UNITED STATES OF AMERICA and the  
STATES of COLORADO, CONNECTICUT,  
THE DISTRICT OF COLUMBIA, FLORIDA,  
ILLINOIS, INDIANA, MARYLAND,  
MASSACHUSETTS, NEW JERSEY, NEW  
YORK, OHIO, OKLAHOMA, TEXAS, AND  
VIRGINIA *ex rel.* BNHT LLC,

Plaintiffs,

v.

LIFE SPINE INC., MICHAEL BUTLER, and  
JOSEPH LOY,

Defendants.

**18 Civ. 1311 (JSR)**

UNITED STATES OF AMERICA,

Plaintiff-Intervenor

v.

LIFE SPINE, INC., MICHAEL BUTLER, and  
RICHARD GREIBER,

Defendants.

**CONSENT JUDGMENT**

Upon the consent of Plaintiff the United States of America and defendant Richard  
Greiber, it is hereby

ORDERED, ADJUDGED and DECREED: that plaintiff the United States of America is awarded judgment in the amount of \$115,000 against Richard Greiber.

Agreed to by:

Dated: October 22, 2019

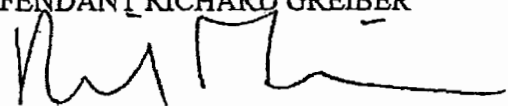
GEOFFREY S. BERMAN  
United States Attorney for the  
Southern District of New York

By:

  
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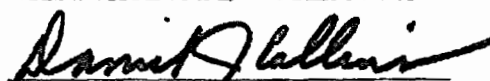
Dated: October 21, 2019

DEFENDANT RICHARD GREIBER

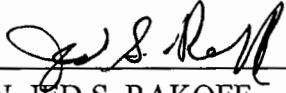
  
\_\_\_\_\_  
Richard Greiber

DRINKER BIDDLE & REATH LLP

By:

  
\_\_\_\_\_  
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*Attorneys for Richard Greiber*

SO ORDERED:



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HON. JED S. RAKOFF  
UNITED STATES DISTRICT JUDGE

Dated: 10/29, 2019  
New York, New York