

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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UNITED STATES OF AMERICA :
ex rel. ROBERT P. KLIMASEWISKI, :

Plaintiff, :

99 Civ. 11139 (NRB)

v. :

UNITEDHEALTH GROUP a/k/a :
UNITED HEALTHCARE CORPORA- :
TION d/b/a UNIPRISE, THE METRA- :
HEALTH COMPANIES, INC., AND :
THE TRAVELERS INSURANCE GROUP, :
INC., :

**STIPULATION AND ORDER
OF SETTLEMENT AND
DISMISSAL WITH
PREJUDICE AS AGAINST
DEFENDANT THE
TRAVELERS INSURANCE
COMPANY**

Defendants. :
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This Stipulation and Order of Settlement and Dismissal ("Stipulation and Order") is entered into between the United States of America acting through the Civil Division of the Department of Justice and the Office of the United States Attorney for the Southern District of New York, on behalf of the Department of Health and Human Services ("HHS"), including the Centers for Medicare & Medicaid Services ("CMS"), and the Railroad Retirement Board ("RRB") (collectively, the "United States" or "Government"), the Relator, Robert P. Klimasewiski ("Relator"), and The Travelers Insurance Company ("Travelers") (all collectively hereinafter referred to as the "Parties" or individually as a "Party"), through their authorized representatives.

PREAMBLE

As a preamble to this Stipulation and Order, the Parties agree to the following:

A. Travelers is a Connecticut company that acted under various contracts with CMS (formerly the Health Care Financing Administration ("HCFA")), from at least October 1, 1988 through January 3, 1995, as (1) the Medicare Part A fiscal intermediary for portions of three states (Connecticut, Michigan, and New York), (2) the Medicare Part B carrier for four states (Connecticut, Minnesota, Mississippi, and Virginia), (3) the RRB carrier, and (4) the Region A Durable Medical Equipment Regional Carrier ("DMERC") (the "Covered Contracts").

B. The Relator, Robert P. Klimasewiski, is a resident of the State of Connecticut.

C. Beginning in 1996 and continuing to 2002, the United States conducted an investigation of Travelers in connection with the Covered Contracts.

D. On or about November 8, 1999, the Relator filed this qui tam action under seal against UnitedHealth Group, also known as United Healthcare Corporation, and The Metrahealth Insurance Company ("UnitedHealth") and The Travelers Insurance Group, Inc. (collectively, "defendants").

E. On February 14, 2002, the Government applied to the district court (Hon. Naomi Reice Buchwald, J.) for an Order partially lifting the seal to allow the

Government to disclose the existence and contents of the qui tam complaint to the defendants. The district court granted that application and, on February 15, 2002, the Government notified counsel for the defendants of the existence of this suit. In addition, by Stipulation and Order dated March 13, 2002, the Court further partially lifted the seal to permit the Government to provide, inter alia, a copy of the Relator's complaint to the defendants. Shortly thereafter, the Government provided a copy of the Relator's complaint to defendants' counsel.

F. On November 7, 2002, the United States filed under seal a Notice of Election to Intervene in this action and adopted the Complaint filed by the Relator.

G. The United States contends that it has certain civil claims against Travelers under the False Claims Act, 31 U.S.C. §§ 3729-3733; the Civil Monetary Penalties Law, 42 U.S.C. § 1320a-7a; and the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812, as well as under the common law doctrines of payment by mistake, unjust enrichment, breach of contract, and fraud.

H. Travelers contends that it has defenses to the United States' claims, and by entering into this Stipulation and Order, Travelers is not admitting any of the allegations of the United States or the Relator.

I. Nevertheless, in order to avoid the delay, uncertainty, inconvenience and expense of protracted litigation of these claims, the Parties reach a full and final settlement as set forth below.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual promises, covenants, and obligations set forth below, and for good and valuable consideration as stated herein, the Parties agree as follows:

1. Travelers agrees to pay to the United States ten million nine-hundred thousand dollars (\$10,900,000) (the "Settlement Amount"). Full payment of the Settlement Amount shall be made, by electronic funds transfer pursuant to written instructions to be provided by the United States Attorney's Office for the Southern District of New York, within ten business days of the later of the date that this Stipulation of Settlement and Dismissal is "so ordered" and entered on the docket by the district court or the date on which said instructions are provided.

2. Subject to the exceptions in Paragraph 5 below, in consideration of the obligations of Travelers in this Stipulation and Order, conditioned upon Traveler's timely full payment of the Settlement Amount, this action shall be dismissed with prejudice, provided, however, that the Court shall retain jurisdiction over this Stipulation and Order and each Party to the extent the obligations herein remain unsatisfied by that Party, and to determine the appropriate award, if any, to be made to the Relator from the Settlement Amount, pursuant to 31 U.S.C. § 3730(d). The dismissal of this action shall be subject to Paragraphs 5 and 15 below.

3. Subject to the exceptions in Paragraphs 5 and 15 below, in consideration of the obligations of Travelers in this Stipulation and Order, conditioned upon Traveler's timely full payment of the Settlement Amount, the United States (on behalf of itself, its officers, agents, agencies, and departments) hereby fully and finally releases Travelers, its former and present parent corporations, officers, directors, employees, agents, direct and indirect subsidiaries, brother or sister corporations, divisions, affiliates, and the successors and assigns of any of them, from any civil or administrative monetary claim the United States has or may have under the False Claims Act, 31 U.S.C. §§ 3729-3733; the Civil Monetary Penalties Law, 42 U.S.C. § 1320a-7a; the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; or under the common law theories of payment by mistake, unjust enrichment, negligence, misrepresentation, breach of contract, and fraud, for the claims and causes of action set forth in the Relator's complaint and adopted by the Government, as well as the following potential improprieties relating to fiscal years 1988 through 1996:

- a. the timeliness, and the accuracy of the reporting, of claims processing and payments, and of responses to inquiries, complaints and appeals;
- b. the use of the "M," "P," and "Y" and other comparable indicators and Code 64, and the categorization of claims as "clean" or "other;"
- c. Management Incentive Payments;

- d. the timeliness of the handling of MSP matters;
- e. payments resulting from liability and workers compensation settlements involving employees of the Travelers Government Operations division;
- f. the claims count, and the development, distribution and use of the Accelerate software for the submission of claims;
- g. the submission of inaccurate budget requests and supplemental budget requests and their approval by CMS;
- h. the submission of inaccurate costs reported on line items of Interim Expense Reports, Final Administrative Cost Reports and other expense and cost reports to CMS;
- i. the submission of inaccurate information included in variance reports and quarterly savings reports to CMS;
- j. the request for and, receipt of, annual contractor incentive payments from CMS;
- k. the calculation and allocation of labor, general and administrative, overhead and other such costs;
- l. the provision of fraud prevention, medical necessity, MSP or other payment safeguard services;

- m. failure to safeguard the confidentiality of Medicare patient information in connection with work outsourced to individuals working at home;
- n. the location and leasing of facilities in Nanticoke, Pennsylvania in connection with the DMERC contract; and,
- o. the disposition and reassignment of computers and computer equipment used by the Travelers Government Operations division.

The claims and causes of action set forth in the Relator's complaint, as well as the potential improprieties identified in subparts a-o of this paragraph, are hereinafter referred to in this Stipulation and Order as the "Covered Conduct".

4. In consideration of the obligations of Travelers in this Stipulation and Order, conditioned upon Traveler's timely full payment of the Settlement Amount, the Relator (on behalf of himself and his heirs, successors, attorneys, agents, and assigns) hereby fully and finally releases Travelers, its former and present parent corporations, officers, directors, employees, agents, direct and indirect subsidiaries, brother or sister corporations, divisions, affiliates, and the successors and assigns of any of them, from any civil or administrative monetary claim either he or the United States has or may have under the False Claims Act, 31 U.S.C. §§ 3729-3733, and any other statute creating causes of action for civil damages or penalties for submitting or causing to be submitted claims to the Government; or under any common law theory.

5. Notwithstanding any term of this Stipulation and Order, specifically reserved and excluded from the scope and terms of this Stipulation and Order as to any entity or person (including Travelers and the Relator) are the following claims of the United States:

- A.) Any civil, criminal or administrative liability arising under Title 26, U.S. Code (Internal Revenue Code);
- B.) Except as explicitly stated in this Stipulation and Order, any administrative liability in connection with HHS, Office of Inspector General ("HHS-OIG") administrative cost audit numbers A-01-96-00508, A-01-97-00516, A-07-97-01213, A-07-97/98-01214, and A-07-98-02533 (including any information therein obtained or derived from HHS-OIG administrative cost audit numbers A-07-93-00634; and A-07-93-00665);
- C.) Any civil, criminal or administrative claims against individuals; (including current or former directors, officers, employees, agents or non-corporate shareholders of Travelers), who receive written notification that they are the target of a criminal investigation (as defined in the United States Attorneys' Manual), are indicted, charged, or convicted, or who enter into a plea agreement related to the Covered Conduct;
- D.) Any liability for any conduct other than the Covered Conduct;
- E.) Any claims or liability for failure to perform the obligations created by this Stipulation and Order; and,
- F.) Any liability for personal injury or property damage, or any consequential damages resulting therefrom.

6. Subject to the exceptions in Paragraph 15 below, in consideration of the obligations of Travelers in this Stipulation and Order, conditioned upon Travelers' timely full payment of the Settlement Amount, CMS agrees not to institute

any administrative action against Travelers, its former and present parent corporations, officers, directors, employees, agents, direct and indirect subsidiaries, brother or sister corporations, divisions, affiliates, and the successors and assigns of any of them, seeking recoupment, refund, collection or payments relating to Travelers' management incentive payments.

7. Travelers shall be in default of this Stipulation and Order if it fails to make the payment set forth in Paragraph 1 on or before its due date. The United States will provide written notice of the default to Travelers, and Travelers shall have an opportunity to cure such default within five (5) business days from the date of its receipt of the notice. Notice of default will be sent by fax and overnight mail to the undersigned attorneys for Travelers. If Travelers fails to cure the default within five business days, the Settlement Amount shall be immediately due and payable, and shall be subject to interest, administrative costs and late payment penalties in accordance with 45 C.F.R. § 30.13. Travelers shall consent to a Consent Judgment in the amount of the unpaid balance, and the United States, at its option, may: (a) rescind this Stipulation and Order and reinstate the complaint in this action; (b) seek specific performance of the Stipulation and Order; (c) offset the remaining unpaid balance from any amounts due and owing to Travelers by any department, agency, or agent of the United States at the time of the default; or (d) exercise any other rights granted by law, or under the terms of this Stipulation and Order, or recognizable at

common law or in equity. Travelers agrees not to contest any offset imposed and not to contest any collection action undertaken by the United States pursuant to this paragraph, either administratively or in any State or Federal court. In addition, Travelers shall pay the United States all reasonable costs of collection and enforcement under this Paragraph, including attorney's fees and expenses.

8. In the event that the United States, pursuant to Paragraph 7 above, opts to rescind this Stipulation and Order, Travelers expressly agrees 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 which (a) are filed by the United States within thirty calendar days of written notification to Travelers that this Stipulation and Order has been rescinded, and (b) relate to the Covered Conduct, except to the extent these defenses were available on the date of entry of this Stipulation and Order.

9. Travelers waives and will not assert any defenses it may have to any criminal prosecution or administrative action based on Traveler's handling of the Covered Contracts, which defenses 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 Settlement bars a remedy sought in such administrative or criminal action. Travelers agrees that this settlement is not punitive in purpose or effect. Nothing in

this Paragraph or any other provision of this Stipulation and Order constitutes an agreement by the United States concerning the characterization of the Settlement Amount for purposes of the Internal Revenue Laws, Title 26 of the United States Code.

10. Any and all applications, bids and/or proposals received by CMS from Travelers will be considered in accordance with the Federal Acquisition Regulations (FAR), 48 C.F.R. Part 1, the Health and Human Services Acquisition Regulations, 48 C.F.R. Chapter 3, Medicare and Medicaid statutes and regulations, and any other applicable statutes and regulations.

11. Travelers, on behalf of itself, its current and former parent corporations, each of its direct and indirect subsidiaries, brother or sister corporations, divisions, affiliates, and the successors and assigns of any of them, as well as its officers, directors, employees, and agents (other than those described in paragraph 5C of this Stipulation and Order), fully and finally releases the United States, its agencies, departments, officers, employees, servants, and agents from any claims (including attorney's fees, costs, and expenses of every kind and however denominated) which Travelers has asserted, could have asserted, or may assert in the future against the United States, its agencies, departments, officers, employees, servants, and agents, relating to the Covered Conduct and the United States' investigation and litigation thereof, and its adoption of the complaint filed by the

Relator in this action, except to the extent that Travelers may have any claims, offsets, defenses or other rights that could be asserted in any matter related to the administrative cost audits, including audits regarding pension costs and adjustments, identified in paragraph 5B of this Stipulation and Order.

12. Travelers, on behalf of itself, its current and former parent corporations, each of its direct and indirect subsidiaries, brother or sister corporations, divisions, affiliates, and the successors and assigns of any of them, as well as its officers, directors, employees, and agents, fully and finally releases the Relator, his heirs, successors, assigns, and agents from any claims (including attorney's fees, costs, and expenses of every kind and however denominated) which Travelers has asserted, could have asserted, or may assert in the future against the Relator, his heirs, successors, assigns, and agents relating to the Covered Conduct and the Relator's investigation thereof and his filing of the complaint in this action.

13. Travelers, on behalf of itself, its current and former parent corporations, each of its direct and indirect subsidiaries, brother or sister corporations, divisions, affiliates, and the successors and assigns of any of them, agrees to the following:

A.) Unallowable Costs Defined: All costs (as defined in the Federal Acquisition Regulations (FAR) Part 31 and in Titles XVIII and XIX of the Social Security Act, 42 U.S.C. §§ 1395-1395ggg and 1396-1396v, and the regulations and

official program directives promulgated thereunder) incurred by or on behalf of Travelers, its present or former officers, directors, employees, shareholders, and agents in connection with the following shall be "unallowable costs" on Government contracts or under the Medicare and Medicaid Programs, the TRICARE Program, the RRB Program, and Federal Employees Health Benefits Program (FEHBP):

- (1) The matters covered by this Stipulation and Order;
- (2) The United States' audit(s) (excluding the HHS-OIG administrative cost audits of the Covered Contracts) and civil and criminal investigation(s) of the matters covered by this Stipulation and Order;
- (3) Travelers' investigation, defense, audit, and corrective actions undertaken in response to the United States' audit(s) (excluding the HHS-OIG administrative cost audits of the Covered Contracts) and civil and criminal investigation(s) in connection with the matters covered by this Stipulation and Order (including attorneys' fees);
- (4) The negotiation and performance of this Stipulation and Order and any agreement with the Relator; and,
- (5) The payment of the Settlement Amount by Travelers to the United States and payments that Travelers shall make to the Relator or Relator's counsel, including costs and attorneys' fees pursuant to this or any other agreement.

However, nothing in this Paragraph affects the status of costs that are not allowable based on any other authority applicable to Travelers.

B.) Future Treatment of Unallowable Costs: These unallowable costs shall be separately determined and accounted for in non-reimbursable cost

centers by Travelers and Travelers 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, voucher or payment request submitted by Travelers or any of its subsidiaries to any agency of the United States, including through the Medicare, Medicaid, RRB, TRICARE or FEHBP Programs.

C.) Treatment of Unallowable Costs Previously Submitted for Payment: Travelers further agrees that within sixty days of the effective date of this Stipulation and Order it shall identify to the applicable Government program, 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 statement, or payment requests already submitted by Travelers or any of its subsidiaries or affiliates, and shall request, and agree, that such cost reports, cost statements, information statements, or payment requests, even if already settled, be adjusted to account for the effect of the inclusion of the unallowable costs. Travelers agrees that the United States, at a minimum, shall be entitled to recoup from Travelers any overpayment plus applicable interest and penalties as a result of the inclusion of such unallowable costs on previously-submitted cost reports, cost statements, information statements, or payment requests. Any payments due after the

adjustments have been made shall be paid to the United States pursuant to the direction of the United States Attorney's Office for the Southern District of New York and/or the affected agencies. The United States reserves the right to disagree with any calculations submitted by Travelers or any of its subsidiaries on the effect of inclusion of unallowable costs (as defined in this Paragraph) on Travelers or any of its subsidiaries' cost reports, cost statements, information statements or payment requests. Nothing in this Stipulation and Order shall constitute a waiver of the rights of the United States to examine or reexamine the unallowable costs described in this Paragraph.

14. Travelers warrants that it has reviewed its financial situation and that it currently is solvent within the meaning of 11 U.S.C. §§ 547(b)(3) and 548(a)(A)(ii)(I), and will be solvent when the Settlement Amount is paid to the United States. Further, the Parties warrant that, in evaluating whether to execute this Stipulation and Order, they (a) intend that the mutual promises, covenants, and obligations set forth constitute a contemporaneous exchange for new value given to Travelers, within the meaning of 11 U.S.C. §547(c)(1); and (b) conclude 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 which is not intended to hinder, delay, or

defraud any entity to which Travelers was or became indebted to on or after the date of the payment to the United States of the Settlement Amount, within the meaning of 11 U.S.C. § 548(a)(1).

15. In the event Travelers commences, or a third party commences, within 91 days of the effective date of this Stipulation and Order, any case, proceeding, or other action under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, (a) seeking to have any order for relief of Travelers' debts, or seeking to adjudicate Travelers as bankrupt or insolvent, or (b) seeking appointment of a receiver, trustee, custodian or other similar official for Travelers or for all or any substantial part of Travelers' assets, Travelers agrees as follows:

a. Travelers' obligations under this Agreement may not be avoided pursuant to 11 U.S.C. §§ 547 or 548, and Travelers will not argue or otherwise take the position in any such case, proceeding, or action that: (i) Travelers' obligations under this Agreement may be avoided under 11 U.S.C. §§ 547 or 548; (ii) Travelers was insolvent at the time this Agreement was entered into, or became insolvent as a result of the payment made to the United States hereunder; or (iii) the mutual promises, covenants, and obligations set forth in this Agreement do not constitute a contemporaneous exchange for new value given to Travelers.

b. In the event that Travelers' obligations hereunder are avoided for any reason, including, but not limited to, through the exercise of a trustee's avoidance

powers under the Bankruptcy Code, the United States, at its sole option, may rescind all the releases in this Stipulation and Order, and bring any civil and/or administrative claim, action or proceeding against Travelers upon the underlying claims described in the Complaint. Travelers agrees that (i) it will 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 which is brought by the United States within thirty calendar days of written notification to Travelers that the releases herein have been rescinded pursuant to this Paragraph, except to the extent such defenses were available on the date of entry of the Stipulation and Order; and (ii) the United States has a valid claim against Travelers in the amount of twenty million seven hundred sixty thousand dollars (\$20,760,000), and the United States may pursue its claim, inter alia, in the case, action or proceeding referenced in the first clause of this Paragraph, and in any other case, action, or proceeding.

c. Travelers acknowledges that its agreements in this Paragraph are provided in exchange for valuable consideration provided in this Stipulation and Order.

16. Travelers covenants to cooperate fully and truthfully with the United States' continuing investigation of any individuals or entities not released in this Agreement, for the Covered Conduct. Upon reasonable notice, Travelers will make

reasonable efforts to facilitate access to, and encourage the cooperation of, its current or former directors, officers, and employees for interviews and testimony, consistent with the rights and privileges of such individuals, and will furnish to the United States, upon reasonable request, all non-privileged documents and records in its possession, custody or control relating to the Covered Conduct.

17. Pursuant to 31 U.S.C. §3730(d), Travelers agrees to pay counsel for the Relator one-half of the reasonable attorney's fees and costs Relator's counsel is entitled to receive in connection with this action. Such payment shall be made within five business days of this Stipulation and Order of Settlement and Dismissal having been "so ordered" and entered on the docket by the district court.

18. The Relator agrees that this settlement is fair, adequate and reasonable pursuant to 31 U.S.C. § 3730(b) and that he will not object to the terms of the settlement in any forum. The Relator, for himself and for his agents, heirs and personal representatives, hereby waives, releases and forever discharges the United States, its officers, agents and employees, from any liability arising from the filing of the Complaint, except for any claim(s) he may have for a share of any settlement proceeds pursuant to 31 U.S.C. § 3730(d).

19. All notices hereof shall be deemed properly given if sent by facsimile and overnight mail, addressed as follows:

If to the United States:

DAVID N. KELLEY
United States Attorney
Southern District of New York
Attn: Jeffrey Oestericher
Assistant United States Attorney
33 Whitehall Street, 8th Floor
New York, New York 10004
Tel. No.: (212) 637-2698
Fax No.: (212) 637-2730

If to the Relator:

ENGEL & McCARNEY
Attn: Thomas E. Engel
720 Fifth Avenue
New York, New York 10019
Tel. No.: (212) 541-8140
Fax No.: (212) 541-8242

If to Travelers:

SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP
Attn: Carl S. Rauh, Esq.
1440 New York Avenue, N.W.
Washington, D.C. 20005-2111
Tel. No.: (202) 371-7190
Fax No.: (202) 371-7813

20. Except as expressly provided herein, each party to this Stipulation and Order will bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Stipulation and Order.

21. This Stipulation and Order is governed by the laws of the United States. The Parties hereto consent to this Court's exercise of subject matter

jurisdiction over this action and personal jurisdiction over each of them. The Parties further agree that the exclusive jurisdiction and venue for any dispute arising between and among the Parties under this Stipulation and Order, including its enforcement, will be the United States District Court for the Southern District of New York.

22. This Stipulation and Order constitutes the complete agreement between the Parties. This Stipulation and Order may not be amended except by written consent of the Parties.

23. The undersigned individuals signing this Stipulation and Order on behalf of Travelers represent and warrant that they are authorized by Travelers to execute this Stipulation and Order. The undersigned United States signatories represent that they are signing this Stipulation and Order in their official capacities and that they are authorized to execute this Stipulation and Order.

24. This Stipulation and Order is binding on Traveler's successors, transferees, heirs, and assigns and upon the heirs, transferees and assigns of Relator.

25. This Stipulation and Order is intended to be for the benefit of the Parties and those individuals and entities identified in Paragraph 3 only. By this instrument the Parties do not intend to create a benefit for any other party or entity, and do not waive, compromise, or release their claims or causes of action against any other person or entity.

26. This Stipulation and Order may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same agreement.


27. This Stipulation and Order is effective on its date of entry by the Court.

28. Travelers waives and will not seek payment for any of the health care billings covered by this Agreement from any health care beneficiaries or their parents, sponsors, legally responsible individuals, or third party payors based upon the claims defined as Covered Conduct.

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

PLAINTIFF - UNITED STATES OF AMERICA

DAVID N. KELLEY
United States Attorney for the
Southern District of New York
Attorney for Plaintiff United States
of America

By: 
JEFFREY S. OESTERICH (JO-8935)
Assistant United States Attorney
33 Whitehall Street, 8th Floor
New York, New York 10004
Tel. No.: (212) 637-2698

Dated: August 6, 2004

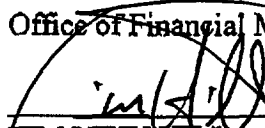
HERB KUHN
Director
Center for Medicare Management



HERB KUHN
Director
Center for Medicare Management
Centers for Medicare & Medicaid Services
7500 Security Boulevard
Baltimore, Maryland 21244

Dated: 3/6/04

TIMOTHY HILL
Director
Office of Financial Management



TIMOTHY HILL
Director
Office of Financial Management
Centers for Medicare & Medicaid Services
7500 Security Boulevard
Baltimore, Maryland 21244

Dated: 2/9/04

STEVEN BARTHOLOW
General Counsel
Railroad Retirement Board

STEVEN BARTHOLOW
General Counsel
Railroad Retirement Board
844 North Rush Street
Chicago, Illinois 60611

Dated: _____

HERB KUHN
Director
Center for Medicare Management

HERB KUHN
Director
Center for Medicare Management
Centers for Medicare & Medicaid Services
7500 Security Boulevard
Baltimore, Maryland 21244

Dated: _____

TIMOTHY HILL
Director
Office of Financial Management

TIMOTHY HILL
Director
Office of Financial Management
Centers for Medicare & Medicaid Services
7500 Security Boulevard
Baltimore, Maryland 21244

Dated: _____

STEVEN BARTHOLOW
General Counsel
Railroad Retirement Board



STEVEN BARTHOLOW
General Counsel
Railroad Retirement Board
844 North Rush Street
Chicago, Illinois 60611

Dated: July 13, 2004

PLAINTIFF - RELATOR ROBERT P. KLIMASEWISKI

ENGEL & McCARNEY
Attorneys for the Relator
Robert P. Klimasewiski

By: 

THOMAS E. ENGEL (TE-2837)
720 Fifth Avenue
New York, New York 10019
Tel. No.: (212) 541-8140

Dated: July 27, 2004

ROBERT P. KLIMASEWISKI

By: 

ROBERT P. KLIMASEWISKI

Dated: 7-12-04

DEFENDANT - THE TRAVELERS INSURANCE COMPANY

SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP
Attorneys for The Travelers Insurance
Company

By: *Carl S. Rauh*
CARL S. RAUH, ESQ.
1440 New York Avenue, N.W.
Washington, D.C. 20005-2111
Tel. No.: (202) 371-7190

Dated: 7/13/04

Allen Ramsey
(Officer of Travelers)

Dated: 7/8/04

SO ORDERED:

UNITED STATES DISTRICT JUDGE

Dated: _____

DEFENDANT - THE TRAVELERS INSURANCE COMPANY

SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP
Attorneys for The Travelers Insurance
Company

By: Carl S. Rauh
CARL S. RAUH, ESQ.
1440 New York Avenue, N.W.
Washington, D.C. 20005-2111
Tel. No.: (202) 371-7190

Dated: 7/13/04

Henry Lemmey
(Officer of Travelers)

Dated: 7/8/04

SO ORDERED:

Samuel Lewis Buchwald
UNITED STATES DISTRICT JUDGE

Dated: August 11, 2004