

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into among the United States of America, acting through the United States Department of Justice and on behalf of: the Division of Energy Employees Occupational Illness Compensation of the United States Department of Labor (“DOL-DEEOIC”); and the Office of Inspector General (“HHS-OIG”) of the Department of Health and Human Services (“HHS”), (collectively, the “United States”), Atlantic Home Health Care, LLC d/b/a Haven Home Health, LLC (“AHH”), and Tonya Cass (“Relator”)(hereafter collectively referred to as “the Parties”), through their authorized representatives.

RECITALS

A. AHH provides home health and other health care services in Arizona, Colorado, Florida, Illinois, Michigan, New Mexico, Nevada, Oregon, and Washington to patients enrolled under the Energy Employees Occupational Illness Compensation Program Act of 2000, as amended (“EEOICPA”), 42 U.S.C. § 7384 *et seq.*, a program providing health and other benefits administered by DOL-DEEOIC. The EEOICPA provides medical benefits to certain Department of Energy (“DOE”) employees, contractors, and subcontractors for occupational illnesses incurred in the performance of their duties for the DOE.

B. On May 11, 2020, Tonya Cass filed a *qui tam* action in the United States District Court for the District of Arizona captioned *United States ex rel. Tonya Cass v. Atlantic Home Health Care, LLC, et. al.*, Case No. 20-cv-202, pursuant to the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b), as well as retaliation claims in violation of 31 U.S.C. §3730(h), Ariz. Rev. Stat. Ann. § 23-1501, and public policy (“the Civil Action”).

C. The United States contends that AHH submitted or caused to be submitted claims for payment to the EEOICPA.

D. The United States contends that it has certain civil claims against AHH arising from the fact that between January 1, 2017 and December 31, 2021, AHH knowingly submitted, or caused to be submitted, false claims for payment to the EEOICPA for nursing and personal care when its employees were not physically present at beneficiaries' homes, in violation of the EEOICPA's in home care requirements.

E. On October 2, 2020, AHH disclosed to HHS-OIG certain conduct that may have been unlawful under the Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b). On November 25, 2020, HHS-OIG accepted AHH's submission into the Self-Disclosure Protocol. In connection with the October 2, 2020 disclosure to HHS-OIG, the United States contends that during the period January 1, 2018 through December 31, 2019, AHH paid remuneration, in the form of cash payments ranging between \$500 and \$5,000 to individuals via AHH's "friends and family" bonus program, in an attempt to induce those individuals to recruit EEOICPA claimants for homecare services in violation of the Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b)(2). Additionally, the United States contends that during the period from October 1, 2017 through August 17, 2020, AHH paid in-kind remuneration in the form of food, internet, travel, utilities, medication, copayments, physician visit, medical treatments, safety improvements, and other equipment to EEOICPA claimants to induce them to refer themselves to AHH for homecare services in violation of the Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b)(2).

This conduct, and the conduct described in paragraphs D and E above, are referred to below as the Covered Conduct.

F. This Settlement Agreement is neither an admission of liability by AHH nor a concession by the United States that its claims are not well founded. AHH expressly denies the allegations of the United States and the Relator set forth herein and in the Civil Action.

G. Relator claims entitlement under 31 U.S.C. § 3730(d) to a share of the proceeds of this Settlement Agreement and to Relator's reasonable expenses, attorneys' fees and costs.

To avoid the delay, uncertainty, inconvenience, and expense of protracted litigation of the above claims, and in consideration of the mutual promises and obligations of this Settlement Agreement, the Parties agree and covenant as follows:

TERMS AND CONDITIONS

1. AHH agrees to pay the United States the sum of \$9,990,944.29 and accrued interest (Settlement Amount), of which restitution is \$7,072,569. Within fifteen (15) calendar days of the Effective Date of this Agreement, AHH shall make a payment to the United States in the amount of Two-Million Dollars (\$2,000,000), by electronic funds transfer pursuant to written instructions to be provided by the Civil Division of the United States Department of Justice.

A. Over a period of 5 years, AHH will pay the remaining \$7,990,944.29, plus interest, at 3.875% per annum on a semi-annual basis pursuant to the schedule attached at Exhibit A (the Payments Over Time).

B. i. Interest shall accrue on the unpaid settlement amount as indicated in Exhibit A. Collectively, the settlement amount and interest received by the United States shall be referred to as the "Fixed Settlement Payments."

ii. If AHH files a claim and receives payment against its professional and general liability insurance policy at any time prior to competing payment of the full Settlement Amount, AHH agrees that it will pay the United States 50 percent of the amount it receives from its insurer within fourteen (14) days of receiving payment from the insurer. Payment pursuant to Paragraph C.ii. shall be referred to as the "Contingent Settlement Payment."

C. If AHH is sold, merged, or transferred to a non-affiliated entity, or more than 51% of the assets of AHH or any of its affiliates is sold, merged, or transferred into another non-affiliated entity, AHH shall promptly notify the United States, and all remaining payments owed pursuant to the Settlement Agreement shall be accelerated and become immediately due and payable.

D. The Settlement Amount may be prepaid, in whole or in part, without penalty or premium.

2. Conditioned upon the United States receiving the Settlement Amount payments, the United States agrees that it shall pay to Relator by electronic funds transfer 17.25 percent of each such payment received under the Settlement Agreement (“Relator’s Share”).

3. Defendants agree to pay a total of \$400,000 to Relator pursuant to 31 U.S.C. §3730(d) and (h) in satisfaction of all back pay, interest, damages, attorneys’ fees, expenses, and costs incurred by the Relator in connection with the Civil Action, no later than thirty (30) days after the Effective Date. Payment under this Paragraph shall be made by electronic funds transfer pursuant to written instructions provided by Relator’s counsel.

4. Subject to the exceptions in Paragraph 7 (concerning reserved claims) below, and subject to Paragraph 9 (concerning disclosure of assets), Paragraph 18 (concerning default), and Paragraph 19 (concerning bankruptcy) below, and upon the United States’ receipt of the Settlement Amount, plus interest due under Paragraph 1, the United States releases AHH, together with its current and former parent corporations; direct and indirect subsidiaries; brother or sister corporations; divisions; current or former corporate owners; and the corporate successors and assigns of any of them, from any civil or administrative monetary claim the United States has for the Covered Conduct 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 the common law theories of payment by mistake, unjust enrichment, and fraud.

5. Subject to the exceptions in Paragraph 7 below (concerning reserved claims), and subject to Paragraph 9 (concerning disclosure of assets), Paragraph 18 (concerning default), and Paragraph 19 (concerning bankruptcy) below, and upon the United States' receipt of the Settlement Amount due under Paragraph 1 and AHH's payment to Relator under Paragraph 3, Relator, for herself and for her heirs, successors, attorneys, agents, and assigns, releases AHH, including its parents, subsidiaries and corporate predecessors, successors and assigns, officers, agents, and employees, from any and all many of claims that Relator has asserted, could have asserted, or may assert in the future arising from the filing of the Civil Action and from any civil monetary claim Relator and her heirs, successors, attorneys, agents, and assigns have or may have on behalf of the United States for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733, including 31 U.S.C. § 3730(d) and (h). Relator's release of claims under 31 U.S.C. § 3730(d) and (h) is conditioned upon AHH's payment obligations described in Paragraphs 1 and 3.

6. In consideration of the obligations of AHH in this Agreement, and upon the United States' receipt of full payment of the Settlement Amount, plus interest due under Paragraph 1, DOL-DEEOIC shall release and refrain from instituting, directing, or maintaining any administrative action against AHH under 20 C.F.R. §30.715 for the Covered Conduct, except as reserved in Paragraph 7 (concerning reserved claims), below, and except if excluded by the HHS-OIG pursuant to 42 U.S.C. §1320a 7(a). Nothing in this paragraph precludes the DOL-DEEOIC from taking action against entities or persons, or for conduct and practices, for which claims have been reserved in Paragraph 7, below.

7. Notwithstanding the releases given in Paragraph 4 of this Agreement, or any other term of this Agreement, the following claims and rights of the United States are specifically reserved and are not released:

- a. Any liability arising under Title 26, U.S. Code (Internal Revenue Code);
- b. Any criminal liability;
- c. Any administrative liability or enforcement right, including mandatory or permissive exclusion from Federal health care programs, except as explicitly released in Paragraph 6;
- 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 Agreement;
- f. Any liability of individuals;
- g. Any liability for express or implied warranty claims or other claims for defective or deficient products or services, including quality of goods and services;
- h. Any liability for failure to deliver goods or services due; and
- i. Any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct.

8. Relator and her heirs, successors, attorneys, agents, and assigns shall not object to this Agreement but agree and confirm that this Agreement is fair, adequate, and reasonable under all the circumstances, pursuant to 31 U.S.C. § 3730(c)(2)(B). Conditioned upon Relator's receipt of the Relator's Share, Relator and her heirs, successors, attorneys, agents, and assigns fully and finally release, waive, and forever discharge the United States, its agencies, officers, agents, employees, and servants, from any claims arising from the filing of the Civil Action or under 31

U.S.C. § 3730, and from any claims to a share of the proceeds of this Agreement and/or the Civil Action.

9. AHH has provided sworn financial disclosures and supporting documents (together “Financial Disclosures”) to the United States and the United States has relied on the accuracy and completeness of those Financial Disclosures in reaching this Agreement. AHH warrants that the Financial Disclosures are complete, accurate, and current as of the Effective Date of this Agreement. If the United States learns of asset(s) in which AHH had an interest of any kind as of the Effective Date of this Agreement (including, but not limited to, promises by insurers or other third parties to satisfy AHH’s obligations under this Agreement) that were not disclosed in the Financial Disclosures, or if the United States learns of any false statement or misrepresentation by AHH on, or in connection with, the Financial Disclosures, and if such nondisclosure, false statement, or misrepresentation changes the estimated net worth set forth in the Financial Disclosures by \$300,000 or more, the United States may at its option: (a) rescind this Agreement and reinstate its suit or file suit based on the Covered Conduct or (b) collect the full Settlement Amount in accordance with the Agreement plus one hundred percent (100%) of the net value of AHH’s previously undisclosed assets. AHH agrees not to contest any collection action undertaken by the United States pursuant to this provision, and agrees that it will immediately pay the United States the greater of (i) a ten-percent (10%) surcharge of the amount collected in the collection action, as allowed by 28 U.S.C. § 3011(a), or (ii) the United States’ reasonable attorneys’ fees and expenses incurred in such an action. In the event that the United States, pursuant to this paragraph rescinds this Agreement, AHH waives and 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 that (a) are filed by the United States within 120 calendar days of written notification to AHH that this Agreement has been

rescinded, and (b) relate to the Covered Conduct, except to the extent these defenses were available on the Effective Date of this Agreement.

10. AHH waives and shall not assert any defenses AHH 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 Agreement bars a remedy sought in such criminal prosecution or administrative action.

11. AHH, including its parents, subsidiaries and corporate predecessors, successors and assigns, officers, agents, and employees, fully and finally releases the United States, its agencies, officers, agents, employees, and servants, from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that AHH has asserted, could have asserted, or may assert in the future against the United States, its agencies, officers, agents, employees, and servants, related to the Covered Conduct, the Civil Action and the United States' investigation or prosecution thereof.

12. AHH, including its parents, subsidiaries and corporate predecessors, successors and assigns, officers, agents, and employees, fully and finally releases the Relator, her heirs, successors, attorneys, agents, and assigns from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that AHH has asserted, could have asserted, or may assert in the future against the Relator, related to the Covered Conduct, the Civil Action and the Relator's investigation and prosecution thereof.

13. The Settlement Amount shall not be decreased as a result of the denial of claims for payment now being withheld from payment by DOL-DEEOIC, any Medicare contractor (e.g., Medicare Administrative Contractor, fiscal intermediary, carrier, or any state payer), related to the Covered Conduct; and AHH agrees not to resubmit to DOL-DEEOIC, any

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

14. AHH agrees to the following:

a. Unallowable Costs Defined: All costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47; and in Titles XVIII and XIX of the Social Security Act, 42 U.S.C. §§ 1395-1395lll and 1396-1396w-5; and the regulations and official program directives promulgated thereunder) incurred by or on behalf of AHH, its present or former officers, directors, employees, shareholders, and agents in connection with:

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

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 AHH, and AHH shall not charge such Unallowable Costs directly or indirectly to any contracts with the United States or any State Medicaid program, or seek payment for such Unallowable Costs through any cost report, cost statement, information statement, or payment request submitted by AHH or any of its subsidiaries or affiliates to the Medicare, Medicaid, TRICARE, or FEHBP Programs.

c. Treatment of Unallowable Costs Previously Submitted for Payment: AHH further agrees that within 90 days of the Effective Date of this Agreement it shall identify to applicable Medicare and TRICARE fiscal intermediaries, carriers, and/or contractors, and Medicaid and FEHBP fiscal agents, any Unallowable Costs (as defined in this paragraph) included in payments previously sought from the United States, or any State Medicaid program, including, but not limited to, payments sought in any cost reports, cost statements, information reports, or payment requests already submitted by AHH or any of its subsidiaries or affiliates, and shall request, and agree, that such cost reports, cost statements, information reports, or payment requests, even if already settled, be adjusted to account for the effect of the inclusion of the Unallowable Costs. AHH agrees that the United States, at a minimum, shall be entitled to recoup from AHH any overpayment plus applicable interest and penalties as a result of the inclusion of such Unallowable Costs on previously-submitted cost reports, information reports, cost statements, or requests for payment.

Any payments due after the adjustments have been made shall be paid to the United States pursuant to the direction of the Department of Justice and/or the affected agencies. The United States reserves its rights to disagree with any calculations submitted by AHH or any of its subsidiaries or affiliates on the effect of inclusion of Unallowable Costs (as defined in this

paragraph) on AHH or any of its subsidiaries or affiliates' cost reports, cost statements, or information reports.

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

15. AHH agrees to cooperate fully and truthfully with the United States' investigation of individuals and entities not released in this Agreement. Upon reasonable notice, AHH shall encourage, and agrees not to impair, the cooperation of its directors, officers, and employees, 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. AHH 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.

16. This Agreement 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 to the extent provided for in Paragraph 17 (waiver for beneficiaries paragraph), below.

17. AHH agrees that it waives and shall 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.

18. The Settlement Amount represents the amount the United States is willing to accept in compromise of its civil claims arising from the Covered Conduct due solely to AHH's financial condition as reflected in the Financial Disclosures referenced in Paragraph 9.

a. In the event that AHH fails to pay the Settlement Amount as provided in the payment schedule set forth in Paragraph 1 above, AHH shall be in Default of AHH's payment obligations ("Default"). The United States will provide a written Notice of Default, and AHH shall have an opportunity to cure such Default within seven (7) calendar days from the date of receipt of the Notice of Default by making the payment due under the payment schedule and paying any additional interest accruing under the Settlement Agreement up to the date of payment. Notice of Default will be delivered to AHH, or to such other representative as AHH shall designate in advance in writing. If AHH fails to cure the Default within seven (7) calendar days of receiving the Notice of Default and in the absence of an agreement with the United States to a modified payment schedule ("Uncured Default"), the remaining unpaid balance of the Settlement Amount shall become immediately due and payable, and interest on the remaining unpaid balance shall thereafter accrue at the rate of 12% per annum, compounded daily from the date of Default, on the remaining unpaid total (principal and interest balance).

b. In the event of Uncured Default, AHH agrees that the United States, at its sole discretion, may (i) retain any payments previously made, rescind this Agreement and pursue the Civil Action or bring any civil and/or administrative claim, action, or proceeding against AHH for the claims that would otherwise be covered by the releases provided in Paragraph 5 and 6, above, with any recovery reduced by the amount of any payments previously made by AHH to the United States under this Agreement; (ii) take any action to enforce this Agreement in a new action or by reinstating the Civil Action; (iii) offset the remaining unpaid balance from any amounts due and owing to AHH and/or affiliated companies by any department, agency, or agent of the United States at the time of Default or subsequently; and/or (iv) exercise any other right granted by law, or under the terms of this Agreement, or recognizable at common law or in equity. The United States shall be entitled to any other rights granted by law or in equity by

reason of Default, including referral of this matter for private collection. In the event the United States pursues a collection action, AHH agrees immediately to pay the United States the greater of (i) a ten-percent (10%) surcharge of the amount collected, as allowed by 28 U.S.C. § 3011(a), or (ii) the United States' reasonable attorneys' fees and expenses incurred in such an action. In the event that the United States opts to rescind this Agreement pursuant to this paragraph, AHH waives and agrees not to plead, argue, or otherwise raise any defenses of statute of limitations, laches, estoppel or similar theories, to any civil or administrative claims that are (i) filed by the United States against AHH within 120 days of written notification that this Agreement has been rescinded, and (ii) relate to the Covered Conduct, except to the extent these defenses were available on the Effective Date of this Agreement. AHH agrees not to contest any offset, recoupment, and /or collection action undertaken by the United States pursuant to this paragraph, either administratively or in any state or federal court, except on the grounds of actual payment to the United States.

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

19. In exchange for valuable consideration provided in this Agreement, AHH and Relator acknowledge the following:

a. AHH has reviewed its financial situation and warrants that it is solvent within the meaning of 11 U.S.C. §§ 547(b)(3) and 548(a)(1)(B)(ii)(I) and shall remain solvent following payment to the United States of the Settlement Amount.

b. In evaluating whether to execute this Agreement, the Parties intend that the mutual promises, covenants, and obligations set forth herein constitute a contemporaneous exchange for new value given to AHH, within the meaning of 11 U.S.C. § 547(c)(1), and the Parties conclude that these mutual promises, covenants, and obligations do, in fact, constitute such a contemporaneous exchange.

c. The mutual promises, covenants, and obligations set forth herein are intended by the Parties to, and do in fact, constitute a reasonably equivalent exchange of value.

d. The Parties do not intend to hinder, delay, or defraud any entity to which AHH was or became indebted to on or after the date of any transfer contemplated in this Agreement, within the meaning of 11 U.S.C. § 548(a)(1).

e. If any of AHH's payments or obligations under this Agreement are avoided for any reason (including but not limited to, through the exercise of a trustee's avoidance powers under the Bankruptcy Code) or if, before the Settlement Amount is paid in full, AHH or a third party commences a case, proceeding, or other action under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors seeking any order for relief of AHH's debts, or to adjudicate AHH as bankrupt or insolvent; or seeking appointment of a receiver, trustee, custodian, or other similar official for AHH or for all or any substantial part of AHH's assets:

(i) the United States may rescind the releases in this Agreement and bring any civil and/or administrative claim, action, or proceeding against AHH for the claims that would otherwise be covered by the releases provided in Paragraph 4 and 5, above;

(ii) the United States has an undisputed, noncontingent, and liquidated allowed claim against AHH in the amount of \$21,000,000 less any payments received pursuant to Paragraph 1 of this Agreement, provided, however, that such payments are not otherwise avoided and recovered from the United States by AHH, a receiver, trustee, custodian, or other similar official for AHH;

(iii) if any payments are avoided and recovered by a receiver, trustee, creditor, custodian, or similar official, the United States shall not be responsible for the return of any amounts already paid by the United States to the Relator; and

(iv) if, notwithstanding subparagraph (iii), any amounts already paid by the United States to the Relator pursuant to Paragraph 2 are recovered from the United States in an action or proceeding filed by a receiver, trustee, creditor, custodian, or similar official in or in connection with a bankruptcy case that is filed within two years of the Effective Date of this Agreement or of any payment made under Paragraph 1 of this Agreement, Relator shall, within thirty days of written notice from the United States to the undersigned Relator's counsel, return to the United States all amounts recovered from the United States.

f. AHH agrees that any civil and/or administrative claim, action, or proceeding brought by the United States under Paragraph 18 is not subject to an "automatic stay" pursuant to 11 U.S.C. § 362(a) because it would be an exercise of the United States' police and regulatory power. AHH shall not argue or otherwise contend that the United States' claim, action, or proceeding is subject to an automatic stay and, to the extent necessary, consents to relief from the automatic stay for cause under 11 U.S.C. § 362(d)(1). AHH waives and shall not plead, argue,

or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel, or similar theories, to any such civil or administrative claim, action, or proceeding brought by the United States within 120 days of written notification to AHH that the releases have been rescinded pursuant to this paragraph, except to the extent such defenses were available on the Effective Date of this Agreement.

20. Upon receipt of the payment described in Paragraphs 1 and 3, above, the Parties shall promptly sign and file in the Civil Action a Joint Stipulation of Dismissal of the Civil Action pursuant to Rule 41(a)(1).

21. Except as provided in Paragraph 3, above, each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

22. Each Party and signatory to this Agreement represents that it freely and voluntarily enters into this Agreement without any degree of duress or compulsion.

23. This Agreement is governed by the laws of the United States. The exclusive venue for any dispute relating to this Agreement is the United States District Court for the District of Arizona. For purposes of construing this Agreement, this Agreement shall be deemed to have been drafted by all Parties to this Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

24. This Agreement constitutes the complete agreement between the Parties. This Agreement may not be amended except by written consent of the Parties. Forbearance by the United States from pursuing any remedy or relief available to it under this Agreement shall not constitute a waiver of rights under this Agreement.

25. The undersigned counsel represent and warrant that they are fully authorized to execute this Agreement on behalf of the persons and entities indicated below.

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

27. This Agreement is binding on AHH's successors, transferees, heirs, and assigns.

28. This Agreement is binding on Relator's successors, transferees, heirs, and assigns.

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

30. This Agreement is effective on the date of signature of the last signatory to the Agreement (Effective Date of this Agreement). Facsimiles and electronic transmissions of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

[Signature Pages Follow]

THE UNITED STATES OF AMERICA

DATED: 12/15/23

BY: Allie Pang
ALLIE PANG
Trial Attorney
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: 12/15/23

BY: _____
ANNE E. NELSON
Assistant U.S. Attorney
District of Arizona

DATED: _____

BY: _____
SUSAN E. GILLIN
Assistant Inspector General for Legal Affairs
Office of Counsel to the Inspector General
Office of Inspector General
United States Department of Health and Human Services

DATED:

BY: _____
DOUG PENNINGTON
Deputy Director for Division of Energy Employees
Occupational Illness Compensation (DEEOIC)
United States Department of Labor

THE UNITED STATES OF AMERICA

DATED: _____

BY: _____

ALLIE PANG
Trial Attorney
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: _____

BY: _____

ANNE E. NELSON
Assistant U.S. Attorney
District of Arizona

DATED: _____

BY: _____

LISA RE Digitally signed by
LISA RE
Date: 2023.12.15
13:26:02 -05'00'

SUSAN E. GILLIN
Assistant Inspector General for Legal Affairs
Office of Counsel to the Inspector General
Office of Inspector General
United States Department of Health and Human Services

DATED: _____

BY: _____

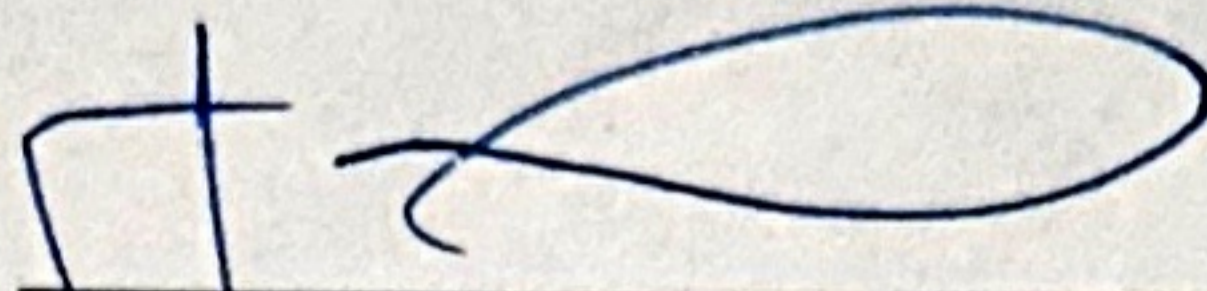
DOUGLAS Digitally signed by
DOUGLAS PENNINGTON
Date: 2023.12.14
08:16:12 -05'00'

DOUG PENNINGTON
Deputy Director for Division of Energy Employees
Occupational Illness Compensation (DEEOIC)
United States Department of Labor

AHH - DEFENDANT

DATED: 12.18.23

BY:



JAMIN RUARK
Atlantic Home Health Care, LLC

DATED: _____

BY:

DAVID BLANK
CHARMAINE MECH
ARNALL GOLDEN GREGORY LLP
Counsel for AHH

All - DEFENDANT

DATED: _____

BY: _____
JAMIN RUARK
Atlantic Home Health Care, LLC

DATED: 12/15/2023

BY: 


DAVID BLANK
CHARMAINE MECH
ARNALL GOLDEN GREGORY LLP
Counsel for AHH

TONYA CASS - RELATOR

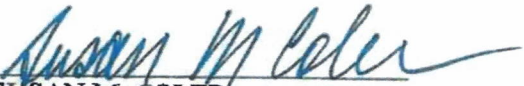
DATED: 12/13/23

BY: 
TONYA CASS

DATED: 12/13/23

BY: 
AMY L. EASTON
JEFFREY W. DICKSTEIN
PHILLIPS & COHEN LLP
Counsel for Tonya Cass

DATED: 12/13/23

BY: 
SUSAN M. COLER
HALUNEN LAW
Counsel for Tonya Cass