

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 Office of Inspector General (“OIG-HHS”) of the Department of Health and Human Services (“HHS”) (collectively, the “United States”), City Medical of the Upper East Side, PLLC (“CMUES”), Summit Medical Group, P.A. (“SMG”), Summit Health Management, LLC (“SHM”) and Village Practice Management Company, LLC (“VPMC”) (CMUES, SMG, SHM and VPMC hereinafter collectively referred to as “CityMD”), and Stephen Kitzinger (“Relator”) (hereafter collectively referred to as “the Parties”), through their authorized representatives.

RECITALS

A. CityMD is headquartered in New York, New York and through its professional medical practices, SMG (New Jersey) and CMUES (New York) and together with its affiliated practice management entities SHM and VPMC, manages and operates approximately 177 urgent care professional practice affiliate offices located in New Jersey and New York. CityMD provided health care services to residents of New York and New Jersey throughout the course of the COVID-19 Public Health Emergency.

B. On December 16, 2020, Stephen Kitzinger filed a qui tam action in the United States District Court for the District of New Jersey captioned *United States ex rel. Kitzinger v. City Practice Group of New York LLC d/b/a CityMD* (20-cv-20111), pursuant to the qui tam provisions of the False Claims Act, 31 U.S.C. § 3730(b) (the “Civil Action”).

C. The Health Resources & Services Administration (“HRSA”) is an agency of HHS. The United States contends that CityMD submitted or caused to be submitted claims for payment to the HRSA COVID-19 Claims Reimbursement to Health Care Providers and

Facilities for Testing, Treatment, and Vaccine Administration for the Uninsured Program (the “UIP”).

D. The UIP provided claims reimbursement to health care providers, generally at Medicare rates, for testing uninsured individuals for COVID-19, treating uninsured individuals with a COVID-19 diagnoses, and administering COVID-19 vaccines to uninsured individuals.

E. The United States contends that it has certain civil claims against CityMD for knowingly submitting or causing the submission of false claims for payment to the UIP for COVID-19 testing it conducted during the period from February 4, 2020 through April 5, 2022. Specifically, the United States contends that during that time period, CityMD submitted or caused to be submitted false claims for payment for COVID-19 testing to the UIP for individuals who had health insurance coverage when CityMD administered those tests. The United States contends that CityMD did not adequately confirm whether those individuals had health insurance coverage before submitting their claims to the UIP, including but not limited to certain individuals for whom CityMD had health insurance cards on file. The United States further contends that CityMD caused outside laboratories to submit false claims for COVID-19 testing to the UIP in connection with individuals who had health insurance coverage by issuing requisition forms erroneously indicating that patients were uninsured. The conduct in this paragraph is referred to below as the “Covered Conduct.”

F. This Agreement credits CityMD under the Department of Justice’s Guidelines for Taking Voluntary Disclosure, Cooperation and Remediation into Account in False Claims Act Matters, Justice Manual § 4-4.112. CityMD cooperated with the United States’ investigation by, among other things, voluntarily contracting with a third party to assist the United States in determining the amount of the losses the United States contends were caused by claims submitted by CityMD to the UIP for patients who had health insurance as described in the

Covered Conduct. This cooperation resulted in CityMD identifying many of the claims that are described in the Covered Conduct and, on or about February 12, 2022, repaying \$7,022,522 to HRSA for such claims.

G. This Agreement is neither an admission of liability by CityMD nor a concession by the United States that its claims are not well founded.

H. CityMD denies the United States' allegations in Paragraph E.

I. Relator claims entitlement under 31 U.S.C. § 3730(d) to a share of the proceeds of this Agreement and to Relator's reasonable expenses, attorneys' fees and costs. This Settlement Agreement fully and finally resolves Relator's claim to expenses, attorneys' fees and costs as more fully set forth below.

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 Agreement, the Parties agree and covenant as follows:

TERMS AND CONDITIONS

1. CityMD shall pay to the United States twelve million thirty-seven thousand one-hundred nine dollars (\$12,037,109) ("Settlement Amount"), of which eight-million nine hundred ninety-six thousand four hundred eighty-seven dollars (\$8,996,487) is restitution. The United States has credited CityMD for the seven million twenty-two thousand five-hundred twenty-two dollars (\$7,022,522) described in Paragraph F, above. CityMD shall pay the remaining five-million fourteen-thousand five-hundred eighty-seven dollars (\$5,014,587), as follows:

a. CityMD shall pay the United States \$2,014,587, plus interest at a rate of 4% per annum from January 12, 2024, no later than 10 days after the Effective Date of this Agreement by electronic funds transfer pursuant to written instructions to be provided by the U.S. Attorney's Office for the District of New Jersey.

b. CityMD shall pay the United States \$1,500,000 plus interest at a rate of 4% per annum from January 12, 2024, no later than 180 days after the Effective Date of this Agreement by electronic funds transfer pursuant to written instructions to be provided by the U.S. Attorney's Office for the District of New Jersey.

c. CityMD shall pay the United States \$1,500,000, plus interest at a rate of 4% per annum from January 12, 2024, no later than 360 days after the Effective Date of this Agreement by electronic funds transfer pursuant to written instructions to be provided by the U.S. Attorney's Office for the District of New Jersey.

2. Conditioned upon the United States receiving the Settlement Amount payments described in paragraphs 1(a)-(c) above, the United States agrees that it shall pay to Relator by electronic funds transfer two million, forty-six thousand, three-hundred and eight dollars (\$2,046,308), which constitutes a 17% Relator's share of the total settlement amount, plus a 17% share of any interest paid by CityMD pursuant to paragraphs 1(a)-(c) above or of any amount paid pursuant to a claim under Paragraph 15 or 16 below, as soon as feasible after receipt of each such payment, according to the following schedule:

a. The United States shall pay to Relator a lump sum of one-million, five-hundred thirty-six thousand, three-hundred and eight dollars (\$1,536,308) plus seventeen percent (17%) of the interest received pursuant to paragraph 1(a), as soon as feasible after receipt of such payment;

b. The United States shall pay to Relator seventeen percent (17%) of the payment plus interest described in paragraph 1(b), as soon as feasible after receipt of such payment; and

c. The United States shall pay to Relator seventeen percent (17%) of the payment plus interest described in paragraph 1(c), as soon as feasible after receipt of such payment.

d. The amounts described in this paragraph are "Relator's Share."

3. CityMD shall pay to Relator \$85,000.00 to fully and finally resolve Relator's claim for expenses, attorneys' fees and costs (the "Fee Settlement Amount"), no later than 10 days after the Effective Date of this Agreement by electronic funds transfer pursuant to written instructions from Relator's counsel.

4. Subject to the exceptions in Paragraph 7 (concerning reserved claims) below, and subject to Paragraph 15 (concerning default) and Paragraph 16 (concerning bankruptcy) below, and upon the United States' receipt of the full Settlement Amount plus interest due under Paragraph 1, the United States releases CityMD 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 predecessors, 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. Upon the United States' receipt of the Settlement Amount and Relator's receipt of the Fee Settlement Amount, Relator, for himself, and for his heirs, successors, attorneys, agents, and assigns, fully, forever, and unconditionally releases CityMD, including its predecessors, and current and former parents, current or former corporate owners, divisions, subsidiaries, affiliates, related entities, successors, assigns, officers, directors, agents, employee benefit plans and fiduciaries, insurers, and employees from any and all claims, demands, causes of action, whether known or unknown, that are based in whole or in part on any act or omission prior to the Effective Date, including without limitation, any claim that Relator has or purports to have against CityMD on any basis, whether in contract (express or implied, written or oral), tort, or otherwise, asserted or unasserted, liquidated or unliquidated, at law or in equity and, for the

avoidance of doubt, all claims that were or could have been asserted in or that arise or relate to the Civil Action, whether based on the Covered Conduct or otherwise, including but expressly not limited to any claims 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; the common law theories of payment by mistake, unjust enrichment, and fraud; claims for expenses, attorneys' fees and costs; and any other claim or claims Relator may purport to have. This release shall not, however, apply to any claim to enforce this Agreement or to personal claims unknown to Relator as of the Effective Date relating to care provided to Relator by CityMD clinicians or any other party released in this Paragraph prior to the Effective Date.

6. CityMD, for itself, and for its predecessors, current and former parents, current or former corporate owners, divisions, subsidiaries, affiliates, related entities, successors, assigns, officers, directors, agents, attorneys, employee benefit plans and fiduciaries, insurers, and employees, fully, forever, and unconditionally releases Relator, including for his heirs, successors, attorneys, agents, and assigns, from any and all claims, demands, causes of action, whether known or unknown, that are based in whole or in part on any act or omission prior to the Effective Date, including without limitation, any claim that CityMD has or purports to have against Relator on any basis, whether in contract (express or implied, written or oral), tort, or otherwise, asserted or unasserted, liquidated or unliquidated, at law or in equity and, for the avoidance of doubt, all claims that were or could have been asserted in or that arise or relate to the Civil Action, whether based on the Covered Conduct or otherwise; claims for expenses, attorneys' fees and costs; and any other claim or claims CityMD may purport to have. This release shall not, however, apply to any claim to enforce this Agreement or to claims unknown to

CityMD as of the Effective Date relating to care provided to Relator by CityMD or any other party released in Paragraph 5 prior to the Effective Date.

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. Except as explicitly stated in this Agreement, any administrative liability or enforcement right, including mandatory or permissive exclusion from Federal health care programs;
- 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 his 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 his 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. CityMD waives and shall not assert any defenses CityMD 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.

10. CityMD 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 CityMD 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 or the United States' investigation or prosecution thereof.

11. The Settlement Amount shall not be decreased as a result of the denial of claims for payment now being withheld from payment by the HRSA UIP related to the Covered Conduct; and CityMD agrees not to resubmit to the HRSA UIP 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.

12. CityMD 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 CityMD, 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) CityMD'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; and
- (5) the payment CityMD makes to the United States pursuant to this Agreement and any payments that CityMD may make to Relator, including costs and attorneys fees

are unallowable costs for government contracting purposes and under the Medicare Program, Medicaid Program, TRICARE Program, and Federal Employees Health Benefits Program (FEHBP) (hereinafter referred to as Unallowable Costs).

b. Future Treatment of Unallowable Costs: Unallowable Costs shall be separately determined and accounted for by CityMD, and CityMD 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 CityMD or any of its subsidiaries or affiliates to the Medicare, Medicaid, TRICARE, or FEHBP Programs.

c. Treatment of Unallowable Costs Previously Submitted for Payment:

CityMD 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 CityMD 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. CityMD agrees that the United States, at a minimum, shall be entitled to recoup from CityMD 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 CityMD or any of its subsidiaries or affiliates on the effect of inclusion of Unallowable Costs (as defined in this paragraph) on CityMD 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 CityMD's books and records to determine that no Unallowable Costs have been claimed in accordance with the provisions of this paragraph.

13. 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 14 (waiver for beneficiaries paragraph), below and in the parties' mutual releases set forth in Paragraphs 4 through 6 above.

14. CityMD agrees that, as of the Effective Date, 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.

15. Default

a. In the event that CityMD fails to pay the Settlement Amount as provided in the payment schedule set forth in Paragraph 1 above, CityMD shall be in Default of CityMD's payment obligations ("Default"). The United States will provide a written Notice of Default, and CityMD 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 Agreement up to the date of payment. Notice of Default will be delivered to CityMD, or to such other representative as CityMD shall designate in advance in writing. If CityMD 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, CityMD 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 CityMD for the claims that would otherwise be covered by the releases provided in Paragraph 4

above, with any recovery reduced by the amount of any payments previously made by CityMD 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 CityMD 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, CityMD 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, CityMD 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 CityMD 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. CityMD 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, OIG-HHS may exclude CityMD from participating in all Federal health care programs until CityMD pays the Settlement Amount, with interest, as set forth above (Exclusion for Default). OIG-HHS will provide written notice of any such exclusion to CityMD. CityMD 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, CityMD wishes to apply for reinstatement, it must submit a written request for reinstatement to OIG-HHS in accordance with the provisions of 42 C.F.R. §§ 1001.3001-3005. CityMD will not be reinstated unless and until OIG-HHS approves such request for reinstatement. The option for Exclusion for Default is in addition to, and not in lieu of, the options identified in this Agreement or otherwise available.

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

a. CityMD 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 CityMD, 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 CityMD 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 CityMD'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, CityMD 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 CityMD's debts, or to adjudicate CityMD as bankrupt or insolvent; or seeking appointment of a receiver, trustee, custodian, or other similar official for CityMD or for all or any substantial part of CityMD'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 CityMD for the claims that would otherwise be covered by the releases provided in Paragraph 4 above;

(ii) the United States has an undisputed, noncontingent, and liquidated allowed claim against CityMD in the amount of \$26,989,461, 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 CityMD, a receiver, trustee, custodian, or other similar official for CityMD;

(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. CityMD agrees that any civil and/or administrative claim, action, or proceeding brought by the United States under Paragraph 6 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. CityMD 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). CityMD 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 CityMD that the releases have been rescinded pursuant to this paragraph, except to the extent such defenses were available on December 16, 2020.

17. Within ten (10) days of Defendants making the first payment of the Settlement Amount (described in Paragraph 1(a) above), the United States and Relator shall promptly sign and file in the Civil Action a Joint Stipulation of Dismissal of the Civil Action pursuant to Rule 41(a)(1). Relator’s dismissal shall be with prejudice and the United States’ dismissal shall be with prejudice as to the Covered Conduct and without prejudice as to any other claims.

18. 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.

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

20. This Agreement is governed by the laws of the United States. The exclusive jurisdiction and venue for any dispute relating to this Agreement is the United States District Court for the District of New Jersey. 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.

21. 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.

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

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

24. This Agreement is binding on CityMD's successors, transferees, heirs, and assigns.

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

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

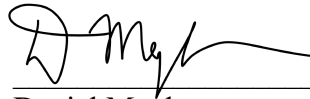
27. This Agreement is effective on the date of signature of the last signatory to the Agreement (Effective Date of this Agreement). Facsimiles and electronic transmissions of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

[SIGNATURES APPEAR ON NEXT PAGE]

THE UNITED STATES OF AMERICA

DATED: June 6, 2024

BY:



Daniel Meyler
Trial Attorney
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: _____

BY:

Mark Orłowski
Assistant United States Attorney
District of New Jersey

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

THE UNITED STATES OF AMERICA

DATED: _____

BY: _____

Daniel Meyler
Trial Attorney
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: 6/5/2024

BY:  _____

Mark Orłowski
Assistant United States Attorney
District of New Jersey

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

THE UNITED STATES OF AMERICA

DATED: _____

BY: _____
Daniel Meyler
Trial Attorney
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: _____

BY: _____
Mark Orlowski
Assistant United States Attorney
District of New Jersey


DATED: 06/06/24

BY: **SUSAN GILLIN** Digitally signed by SUSAN GILLIN
Date: 2024.06.06 09:58:53 -04'00'

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


City Medical of the Upper East Side, PLLC, Summit Medical Group, P.A., Summit Health Management, LLC and Village Practice Management Company, LLC

DATED: 06.03.2024

BY: 

Adam Barrison, M.D.
Chief Physician Executive

DATED: 06.04.2024

BY: 

Laura McLane
McDermott Will & Emery LLP
Counsel for City Medical of the Upper East Side, PLLC,
Summit Medical Group, P.A., Summit Health
Management, LLC and Village Practice Management
Company, LLC

STEPHEN KITZINGER - RELATOR

DATED: _____

BY: _____
STEPHEN KITZINGER

DATED: _____

BY: _____
Stephen S. Hasegawa
Phillips & Cohen LLP
Counsel for Stephen Kitinger

City Medical of the Upper East Side, PLLC, Summit Medical Group, P.A., Summit Health Management, LLC and Village Practice Management Company, LLC

DATED: _____

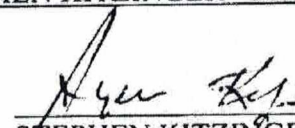
BY: _____
Adam Barrison, M.D.
Chief Physician Executive

DATED: _____

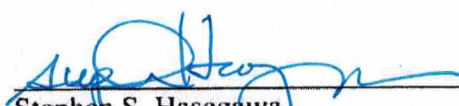
BY: _____
Laura McLane
McDermott Will & Emery LLP
Counsel for City Medical of the Upper East Side, PLLC,
Summit Medical Group, P.A., Summit Health
Management, LLC and Village Practice Management
Company, LLC

STEPHEN KITZINGER - RELATOR

DATED: June 03, 2024

BY: 
STEPHEN KITZINGER

DATED: 6/3/24

BY: 
Stephen S. Hasegawa
Phillips & Cohen LLP
Counsel for Stephen Kitzinger