

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 of the Department of Health and Human Services (“OIG-HHS”), the Defense Health Agency (“DHA”), acting on behalf of the TRICARE Program, the Office of Personnel Management (“OPM”), which administers the Federal Employees Health Benefits Program (“FEHBP”), and the United States Department of Veterans Affairs (“VA”) (collectively, the “United States”); BioTelemetry, Inc. and CardioNet, LLC (collectively, “Defendants”); and Christopher Strasinski and Philip Leone (collectively, “Relators”), through their authorized representatives. All entities listed above will be referred to collectively herein as “the Parties.”

RECITALS

A. Defendants market ambulatory heart monitoring services, including Holter monitoring, cardiac event monitoring, and mobile cardiovascular telemetry. Defendants also own and operate independent diagnostic testing facilities (“IDTFs”) that perform the technical components of these services using various cardiac monitoring devices. During the period January 1, 2013 through June 30, 2022, CardioNet, LLC (“CardioNet”) submitted claims to federal health care programs for the above-named services performed by Defendants’ IDTFs using Current Procedural Terminology codes (“CPTs”) 93226 (Holter monitoring, or “Holter”), 93271 (cardiac event monitoring, or “event monitoring”), and 93229 (mobile cardiovascular telemetry or “MCT”).

B. On April 20, 2018, Christopher Strasinski and Philip Leone filed a *qui tam* action in the United States District Court for the Eastern District of Pennsylvania captioned *United States, et al. ex rel. Doe, et al. v. BioTelemetry, Inc., et al.*, No. 2:18-cv-01688-PD, pursuant to the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b); on August 29, 2018,

Relators filed an amended complaint; and on March 21, 2019, Relators filed a second amended complaint (the “Civil Action”). The United States, with the consent of Relators, will file a Notice of Intervention for Purposes of Settlement promptly following the execution of this Agreement.

C. The United States contends that Defendants submitted or caused to be submitted claims for payment to the Medicare Program, Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395ll (“Medicare”); the TRICARE Program, 10 U.S.C. §§ 1071-1110b (“TRICARE”); the FEHBP, 5 U.S.C. §§ 8901-8914; and the Department of Veterans Affairs, Veterans Health Administration, 38 U.S.C. Chapter 17.

D. The United States contends that it has certain civil claims against Defendants arising from the submission of claims by CardioNet to Medicare, TRICARE, the FEHBP, and the VA for Holter, event monitoring, and MCT services performed during the period January 1, 2013 through June 30, 2022 that relied on work performed outside the United States (*i.e.*, in India) and also, in many cases, work performed by technicians who were not licensed or certified to perform such services.

Regarding work performed outside the United States, the United States contends that, in January 2013, CardioNet entered into an agreement with TechIndia Infoway Private Limited (“TechIndia”), a company located in India, pursuant to which TechIndia provided diagnostic and analytic services of heart monitoring data to CardioNet. Defendants set up a workflow that was designed to route electrocardiogram data, including data relating to cardiac events (“ECG Data”) of certain patients, including Medicare and TRICARE patients, to technicians associated with a domestic IDTF for review and analysis. However, Defendants—with the knowledge of then senior management—diverted ECG Data in that domestic workflow to TechIndia technicians when the domestic workflow became backlogged. Defendants also sent ECG Data for FEHBP

and VA patients to TechIndia for review. In 2014, over 29% of the ECG Data reviewed in connection with MCT tests (and over 78% of the ECG Data reviewed in connection with event monitoring tests) for Medicare patients were reviewed by technicians located in India. In 2015, those numbers rose to over 47% and over 88%, respectively. Although Defendants began implementing technological controls in late 2015 to prevent TechIndia personnel from accessing the domestic workflow, those controls were insufficient, and technicians at TechIndia—and at HealthWatch TeleDiagnostic Private Limited, a unit of CHC Healthcare (“CHC”), another Indian company with which BioTelemetry contracted in May 2016—continued to review and analyze some heart monitoring data for federal health care program patients thereafter, including in connection with Holter, event monitoring, and MCT services.

Regarding work performed by technicians who were not licensed or certified to perform monitoring, the United States contends that most of the offshore technicians Defendants used to review cardiac data for federal health care program patients did not have the basic qualifications to perform the tests in question or training and proficiency as evidenced by certification by an appropriate national credentialing body, as required by 42 C.F.R. 410.33(c) prior to January 1, 2022. Although CardioNet’s contract with TechIndia required TechIndia to use technicians who were appropriately certified, Defendants did not audit or otherwise confirm compliance with that provision of the TechIndia contract until at least 2017. In fact, of the over 450 TechIndia technicians who reviewed Medicare patients’ ECG Data in connection with MCT services CardioNet billed to Medicare during the 2013 to 2018 period, less than 3% were certified by Cardiovascular Credentialing International (“CCI”), the only recognized credentialing body for such cardiovascular technicians. BioTelemetry’s CHC contract did not even require CHC’s technicians to be certified prior to beginning work; rather, CHC staff that analyzed cardiac data only had to obtain their certifications within six months of the date on which they joined a

project. The conduct discussed in this Paragraph D is referred to below as the “Covered Conduct.”

E. Defendants deny the United States’ allegations in Paragraph D.

F. This Settlement Agreement is neither an admission of liability by Defendants nor a concession by the United States that its claims are not well-founded.

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. Defendants shall pay to the United States forty-four million, eight hundred seventy-five thousand dollars (\$44,875,000.00) plus interest at a rate of 3.125% per annum from September 1, 2022 (“Settlement Amount”), of which twenty-two million, four hundred thirty-seven thousand, five hundred dollars (\$22,437,500.00) is restitution, no later than ten (10) days after the Effective Date of this Agreement by electronic funds transfer pursuant to written instructions to be provided by the Civil Division of the United States Department of Justice.

2. Conditioned upon the United States receiving the Settlement Amount and as soon as feasible after receipt, the United States shall pay \$8,301,875, plus a proportionate share of any interest paid by Defendants, to Relators by electronic funds transfer (“Relators’ Share”). These payments will be made by electronic funds transfer pursuant to instructions to be provided by Relators’ counsel. No other relator share payments shall be made by the United States with respect to the matters covered by this Agreement.

3. Defendants shall pay Relators a mutually agreed upon amount as full satisfaction of Relators' claims against Defendants for reasonable attorneys' fees, expenses, and costs pursuant to 31 U.S.C. § 3730(d). The terms and releases related to the settlement of Relators' reasonable attorneys' fees, expenses, and costs pursuant to 31 U.S.C. § 3730(d) are not provided for herein but are instead the subject of a separate agreement between Defendants and Relators.

4. Subject to the exceptions in Paragraph 8 (concerning reserved claims) below, and upon the United States' receipt of the Settlement Amount due under Paragraph 1, the United States releases Defendants 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. In consideration of the obligations of Defendants in this Agreement and the Corporate Integrity Agreement ("CIA") entered into between the OIG-HHS and Defendants, and upon the United States' receipt of full payment of the Settlement Amount due under Paragraph 1, the OIG-HHS shall release and refrain from instituting, directing, or maintaining any administrative action seeking exclusion from Medicare, Medicaid, and other Federal health care programs (as defined in 42 U.S.C. § 1320a-7b(f)) against Defendants under 42 U.S.C. § 1320a-7a (Civil Monetary Penalties Law) or 42 U.S.C. § 1320a-7(b)(7) (permissive exclusion for fraud, kickbacks, and other prohibited activities) for the Covered Conduct, except as reserved in this paragraph and in Paragraph 8 (concerning reserved claims), below. The OIG-HHS expressly reserves all rights to comply with any statutory obligations to exclude Defendants from Medicare, Medicaid, and other Federal health care programs under 42 U.S.C. § 1320a-7(a) (mandatory exclusion) based upon the Covered Conduct. Nothing in this paragraph precludes

the OIG-HHS from taking action against entities or persons, or for conduct and practices, for which claims have been reserved in Paragraph 8, below.

6. In consideration of the obligations of Defendants set forth in this Agreement, and upon the United States' receipt of full payment of the Settlement Amount due under Paragraph 1, DHA shall release and refrain from instituting, directing, or maintaining any administrative action seeking exclusion from the TRICARE Program against Defendants under 32 C.F.R. § 199.9 for the Covered Conduct, except as reserved in this paragraph and in Paragraph 8 (concerning reserved claims), below. DHA expressly reserves authority to exclude Defendants from the TRICARE Program under 32 C.F.R. §§ 199.9 (f)(1)(i)(A), (f)(1)(i)(B), and (f)(1)(iii) (mandatory exclusion), based upon the Covered Conduct. Nothing in this paragraph precludes DHA or the TRICARE Program from taking action against entities or persons, or for conduct and practices, for which claims have been reserved in Paragraph 8, below.

7. In consideration of the obligations of Defendants in this Agreement, and upon the United States' receipt of full payment of the Settlement Amount due under Paragraph 1, OPM shall release and refrain from instituting, directing, or maintaining any administrative action seeking exclusion from the FEHBP against Defendants under 5 U.S.C. § 8902a or 5 C.F.R. Part 890 Subpart J or Part 919 for the Covered Conduct, except as reserved in this paragraph and in Paragraph 8 (concerning reserved claims), below, and except if excluded by the OIG-HHS pursuant to 42 U.S.C. § 1320a-7(a). OPM expressly reserves all rights to comply with any statutory obligation to debar Defendants from the FEHBP under 5 U.S.C. § 8902a(b) (mandatory exclusion) based upon the Covered Conduct. Nothing in this paragraph precludes OPM from taking action against entities or persons, or for conduct and practices, for which claims have been reserved in Paragraph 8, below

8. Notwithstanding the releases given in Paragraphs 4, 5, 6, and 7 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 exclusion from Federal health care programs or debarment from the FEHBP;
- 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;
- i. Any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct;

9. Relators and their heirs, successors, attorneys, agents, and assigns shall not object to this Agreement and 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 Relators' receipt of the Relators' Share, Relators and their 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.

10. Conditioned upon Defendants' full payment of the Settlement Amount, Relators, for themselves and for their heirs, successors, attorneys, agents, and assigns, fully and finally release Defendants and their current and former directors, officers, shareholders, owners, employees, successors, assigns, and agents from any claims, including claims under 31 U.S.C. § 3730(d) for reasonable expenses or reasonable attorneys' fees and costs, that Relators have asserted, could have asserted, or may assert in the future, relating to any conduct that occurred on or before the Effective Date of this Agreement.

11. Defendants waive and shall not assert any defenses Defendants 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.

12. In any civil action arising from the submission of claims (a) to Medicare, TRICARE, FEHBP, or the VA (b) under CPTs 93229, 93271, or 93226 (c) for services performed during the period January 1, 2019, through June 30, 2022, and that does not arise from the submission of claims by CardioNet for services that relied on work performed, in part, outside the United States (*i.e.*, in India) or by technicians who were not licensed or certified to perform such services, Defendants waive and shall not assert any rights or defenses as to liability, damages, or penalties (including set-off, release, accord and satisfaction, estoppel, failure of consideration, payment, and *res judicata*) based on the releases provided in this Agreement.

13. Defendants fully and finally release 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 Defendants have 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.

14. Defendants fully and finally release the Relators from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that Defendants have asserted, could have asserted, or may assert in the future against the Relators, related to the Civil Action and the Relators' investigation and prosecution thereof.

15. The Settlement Amount shall not be decreased as a result of the denial of claims for payment now being withheld from payment by any Medicare contractor (*e.g.*, Medicare Administrative Contractor, fiscal intermediary, carrier), TRICARE carrier or payor, FEHBP carrier or payor, or VA related to the Covered Conduct; and Defendants agree not to resubmit to any Medicare contractor, TRICARE carrier or payor, FEHBP carrier or payor, or VA 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.

16. Defendants agree 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 Defendants, their 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 investigation(s) of the matters covered by this Agreement;
- (3) Defendants' investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and civil 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 Defendants make to the United States pursuant to this Agreement and any payments that Defendants may make to Relators, including costs and attorneys' fees; and
- (6) the negotiation of, and obligations undertaken pursuant to the CIA to: (i) retain an independent review organization to perform annual reviews as described in Section III of the CIA; and (ii) prepare and submit reports to the OIG-HHS.

are unallowable costs for government contracting purposes and under the Medicare Program, Medicaid Program, TRICARE Program, and Federal Employees Health Benefits Program (hereinafter referred to as Unallowable Costs). However, nothing in paragraph 16.a.(6) that may apply to the obligations undertaken pursuant to the CIA affects the status of costs that are not allowable based on any other authority applicable to Defendants.

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

c. Treatment of Unallowable Costs Previously Submitted for Payment:

Defendants further agree 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, Medicaid fiscal agents, and FEHBP fiscal agents, carriers, and/or contractors, 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 Defendants or any of their 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. Defendants agree that the United States, at a minimum, shall be entitled to recoup from Defendants 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 Defendants or any of their subsidiaries or affiliates on the effect of inclusion of Unallowable Costs (as defined in this paragraph) on Defendants or any of their 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 Defendants' books and records to determine that no Unallowable Costs have been claimed in accordance with the provisions of this paragraph.

17. 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 18 (waiver for beneficiaries paragraph), below.

18. Defendants agree that they waive 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.

19. Upon receipt of the payment described in Paragraph 1 above, the United States and Relator shall promptly sign and file in the Civil Action a Notice of Dismissal of the Civil Action pursuant to Rule 41(a)(1). The Notice of Dismissal shall state that: (1) claims arising from the allegations described in the Covered Conduct are dismissed with prejudice as to the United States; (2) all other claims in the Civil Action against Defendants shall be dismissed without prejudice as to the United States; and (3) all claims in the Civil Action against Defendants shall be dismissed with prejudice as to the Relators.

20. Each Party shall bear its own legal and other costs incurred in connection with this matter, including costs related to the preparation and performance of this Agreement.

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

22. 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 Eastern District of Pennsylvania. 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.

23. This Agreement constitutes the complete agreement between the Parties. This Agreement may not be amended except by written consent of the Parties.

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

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

26. This Agreement is binding on Defendants' successors, transferees, heirs, and assigns.

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


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

29. 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.

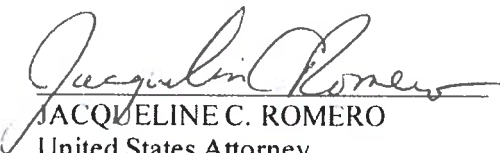
[SIGNATURE PAGES FOLLOW]

THE UNITED STATES OF AMERICA


DATED: 12/19/22

BY: 
AMY D. KOSSAK
JESSICA SIEVERT
Commercial Litigation Branch
Civil Division
United States Department of Justice


DATED: 12-15-22

BY: 
JACQUELINE C. ROMERO
United States Attorney
Eastern District of Pennsylvania


DATED: 12-14-22

BY: 
GREGORY B. DAVID
Chief, Civil Division
Eastern District of Pennsylvania

DATED: 12-14-22

BY: 
CHARLENE KELLER FULLMER
Deputy Chief, Affirmative Litigation
Eastern District of Pennsylvania

DATED: 12/14/22

BY: 
ERIC D. GILL
Assistant United States Attorney
Eastern District of Pennsylvania

DATED: 12-14-2022

BY:


ERIN LINDGREN
Assistant United States Attorney
Eastern District of Pennsylvania

DATED: _____

BY:

LISA M. RE
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:

SALVATORE M. MAIDA
General Counsel
Defense Health Agency
United States Department of Defense

DATED: _____

BY:

EDWARD M. DEHARDE
Assistant Director of Federal Employee
Insurance Operations
Healthcare and Insurance
United States Office of Personnel Management

DATED:

BY:

PAUL ST. HILLAIRE
Assistant Inspector General
for Legal & Legislative Affairs
Office of the Inspector General
United States Office of Personnel Management

DATED: _____

BY: _____

ERIN LINDGREN
Assistant United States Attorney
Eastern District of Pennsylvania

DATED: 12/16/2022

BY: LISA M. RE / RMP

LISA M. RE
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: _____

SALVATORE M. MAIDA
General Counsel
Defense Health Agency
United States Department of Defense

DATED: _____

BY: _____

EDWARD M. DEHARDE
Assistant Director of Federal Employee
Insurance Operations
Healthcare and Insurance
United States Office of Personnel Management

DATED: _____

BY: _____

PAUL ST. HILLAIRE
Assistant Inspector General
for Legal & Legislative Affairs
Office of the Inspector General
United States Office of Personnel Management

DATED: _____

BY: _____
ERIN LINDGREN
Assistant United States Attorney
Eastern District of Pennsylvania

DATED: _____

BY: _____
LISA M. RE
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: 12/15/2022

BY: _____
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Date: 2022.12.15 11:37:17 -05'00'
SALVATORE M. MAIDA
for General Counsel
Defense Health Agency
United States Department of Defense

DATED: _____

BY: _____
EDWARD M. DEHARDE
Assistant Director of Federal Employee
Insurance Operations
Healthcare and Insurance
United States Office of Personnel Management

DATED: _____

BY: _____
PAUL ST. HILLAIRE
Assistant Inspector General
for Legal & Legislative Affairs
Office of the Inspector General
United States Office of Personnel Management

DATED: _____

BY: _____

ERIN LINDGREN
Assistant United States Attorney
Eastern District of Pennsylvania

DATED: _____

BY: _____

LISA M. RE
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: _____

SALVATORE M. MAIDA
General Counsel
Defense Health Agency
United States Department of Defense

DATED: _____

BY: _____

**EDWARD
DEHARDE**


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EDWARD DEHARDE
Date: 2022.12.15 12:55:33
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EDWARD M. DEHARDE
Assistant Director of Federal Employee
Insurance Operations
Healthcare and Insurance
United States Office of Personnel Management

DATED: _____


BY: _____


**PAUL ST
HILLAIRE**


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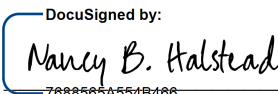
PAUL ST. HILLAIRE
Assistant Inspector General
for Legal & Legislative Affairs
Office of the Inspector General
United States Office of Personnel Management

BIOTELEMETRY, INC & CARDIONET, LLC - DEFENDANTS

DATED: 12-13-2022 BY: 
ANDY BROADWAY
Business Leader, AM&D
On Behalf of BioTelemetry, Inc.

DATED: 12-13-2022 BY: 
ANDY BROADWAY
Business Leader, AM&D
On Behalf of CardioNet, LLC

DATED: _____ BY: 
R. JEFFREY LAYNE
Reed Smith LLP
Counsel for BioTelemetry, Inc. and CardioNet, LLC

DATED: _____ BY: 
NANCY BONIFANT HALSTEAD
Reed Smith LLP
Counsel for BioTelemetry, Inc. and CardioNet, LLC

CHRISTOPHER STRASINSKI & PHILIP LEONE - RELATORS

DATED: 12/16/22

BY: 
CHRISTOPHER STRASINSKI

DATED: _____

BY: _____
PHILIP LEONE

DATED: 12/16/22

BY: 
BRIAN J. MCCORMICK, JR.
Counsel for Christopher Strasinski & Philip Leone

CHRISTOPHER STRASINSKI & PHILIP LEONE - RELATORS

DATED: _____

BY: _____
CHRISTOPHER STRASINSKI

DATED: 12/16/2022

BY: 

PHILIP LEONE

DATED: _____

BY: _____

BRIAN J. MCCORMICK, JR.

Counsel for Christopher Strasinski & Philip Leone