

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”), Joy L. Rodak (“Rodak” or “Defendant”), and Relators Kasey Jacobs, James Hanes, Katherine Brooks, Karen Swain, and Barbara Mellott-Yezman, (collectively “Relators”) (the United States, Defendants, and Relators hereafter collectively referred to as “the Parties”), through their authorized representatives.

RECITALS

A. Defendant Rodak is a citizen of the United States and resident of Marion County, Florida. From 2004 to the present, Rodak has been the Chief Executive Officer and majority owner of Village Home Care, LLC (“VHC”), a provider of home healthcare services in Ocala, Florida.

B. On or around June 26, 2014, Kasey Jacobs and James Hanes (hereafter the “Jacobs Relators”) filed a *qui tam* action in the United States District Court for the Middle District of Florida captioned *United States ex rel. Jacobs v. Village Home Care, LLC et al*, Case No. 8:14-cv-15579-T-17EAJ, pursuant to the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b) (hereafter the “Jacobs Action”). The Jacobs Action alleges, *inter alia*, that VHC submitted claims to Medicare for patients who were not eligible for home healthcare services, that Dr. Vishnu Reddy served as VHC’s Medical Director and improperly referred all of his Medicare patients to VHC, and that Dr. Kuchakulla Reddy received monthly payments from VHC. The Jacobs Action alleges that Rodak is the Chief Executive Officer and majority owner of VHC.

C. On or around January 14, 2015, Katherine Brooks, Karen Swain, and Barbara Mellot-Yezman (hereafter the “Brooks Relators”) filed a *qui tam* action in the United States District Court for the Middle District of Florida captioned *United States ex rel. Brooks v. Village Home Care, LLC*, Case No. 8:15-Cv-79-T-24TBM, pursuant to the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b) (hereafter the “Brooks Action”). The Brooks Action alleges, *inter alia*, that VHC made monthly payments to Dr. Vishnu Reddy in exchange for patient referrals and paid physicians for “drop boxes” in exchange for patient referrals, resulting in the submission of Medicare claims that were false because they were tainted by kickbacks or ineligible for payment as a result of inappropriate financial relationships, as well as claims to Medicare for patients who were not eligible for home healthcare services.

D. The United States intervened in the Jacobs Action respect to Rodak on September 21, 2020. The United States filed its Complaints in Intervention in both actions as to Rodak on January 15, 2021. After the United States’ intervention, the Jacobs Action and the Brooks Action were transferred to the Ocala Division of the United States District Court for the Middle District of Florida and assigned Civil Action Nos. 5:21-cv-00073-CEM-PRL and 5:21-cv-00072-CEM-PRL, respectively (collectively, the “Civil Actions”).

E. The United States contends that Rodak, individually and through VHC, submitted or caused to be submitted claims for payment to the Medicare Program, Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395III (“Medicare”).

F. The United States contends that it has certain civil claims against Rodak arising from Rodak and VHC’s conduct of allegedly submitting or causing to submit false claims to Medicare as alleged in the United States’ Complaints in Intervention during the period from 2012 through 2014. That conduct is referred to below as the “Covered Conduct.”

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

H. Each Relator claims entitlement under 31 U.S.C. § 3730(d) to a share of the proceeds of this Settlement Agreement and to Relators' reasonable expenses, attorneys' fees, and costs. Relators and Rodak have resolved these claims separately from this Agreement.

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. Rodak agrees to pay the United States \$105,000 (the "Settlement Amount"), which constitutes restitution to the United States.

A. Settlement Amount payments must be made according to the schedule attached hereto and incorporated herein as Attachment A. Interest shall accrue on any unpaid balance at a rate of 1.5 percent per annum, beginning on the Effective Date of this Agreement. Collectively, the settlement amount and interest received by the United States shall be referred to as the Settlement Payments.

B. All Settlement Payments shall be made by electronic funds transfer pursuant to written instructions to be provided by the United States Attorney's Office for the Middle District of Florida.

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

2. Subject to the exceptions in Paragraph 4 (concerning reserved claims) below, and subject to Paragraph 7 (concerning disclosure of assets), Paragraph 15 (concerning default), and Paragraph 16 (concerning bankruptcy) below, and upon the United States' receipt of the

Settlement Amount, plus interest due under Paragraph 1, the United States releases Rodak 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; the civil monetary provisions of the Stark Law, 42 U.S.C. §§ 1395nn(g)(3) and (g)(4); or the common law theories of payment by mistake, unjust enrichment, and fraud.

3. Subject to the exceptions in Paragraph 4 (concerning reserved claims) below, and subject to Paragraph 7 (concerning disclosure of assets), Paragraph 15 (concerning default), and Paragraph 16 (concerning bankruptcy) below, and upon the United States' receipt of the Settlement Amount, plus interest due under Paragraph 1, Relators, for themselves and for their heirs, successors, attorneys, agents, and assigns, release Rodak from any civil monetary claim Relators have on behalf of the United States for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733.

4. Notwithstanding the release given in Paragraph 2 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 and 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;
- i. Any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct.

5. Relators and their 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). In connection with this Agreement and the Civil Actions, Relators and their heirs, successors, attorneys, agents, and assigns agree that neither this Agreement, any intervention by the United States in the Civil Actions in order to dismiss the Civil Actions, nor any dismissal of the Civil Actions, shall waive or otherwise affect the ability of the United States to contend that provisions in the False Claims Act, including 31 U.S.C. §§ 3730(d)(3) and 3730(e), bar Relators from sharing in the proceeds of this Agreement. Moreover, the United States and Relators and their heirs, successors, attorneys, agents, and assigns agree that they each retain all of their rights pursuant to the False Claims Act on the issue of the share percentage, if any, that any Relator should receive of any proceeds of the settlement of their claims, and that no agreements concerning Relator share have been reached to date.

6. Relators, for themselves, and for their heirs, successors, attorneys, agents, and assigns, release Rodak from any liability under 31 U.S.C. § 3730(d) for expenses or attorneys' fees or costs and from any and all claims, wages, agreements, contracts, actions, suits, causes of action, expenses, attorneys' fees, damages, and liabilities of whatever kind or nature in law,

equity or otherwise, whether known or unknown, suspected or unsuspected, and whether or not concealed or hidden, which Relator has at any time heretofore owned or held against Rodak, including, without limitation, any remaining rights related to the portions of the Action in which the United States did not intervene, those arising under any federal, state, or local discrimination laws or wage payment laws, and those arising out of or in any way connected with Relator's employment relationship with VHC, and including all claims which were or could have been brought in the Action, provided, however, that expressly excluded from this release is each Relator's right to enforce the terms of this Agreement. Each Realtor represents that he or she has not assigned or transferred any of his or her claims to any person, entity, or thing, with the exception of assignment of claims for expenses or attorneys' fees and costs pursuant to 31 U.S.C. § 3730(d).

7. Rodak 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. Rodak 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 Rodak 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 Rodak'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 Rodak 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 \$10,500 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 Rodak's previously undisclosed assets. Rodak 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, Rodak 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 Rodak that this Agreement has been rescinded, and (b) relate to the Covered Conduct, except to the extent these defenses were available on June 26, 2014.

8. Rodak waives and shall not assert any defenses Rodak 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.

9. Rodak 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 Rodak 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.

10. Rodak fully and finally releases Relators from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that Rodak has asserted,

could have asserted, or may assert in the future against Relators, related to the Covered Conduct and the Relators' investigation and 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 any Medicare contractor (*e.g.*, Medicare Administrative Contractor, fiscal intermediary, carrier or any state payer, related to the Covered Conduct; and Rodak agrees not to resubmit on behalf of VHC to 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.

12. Rodak 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 VHC, 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 investigation(s) of the matters covered by this Agreement;
- (3) Rodak's 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; and

- (5) the payment Rodak makes to the United States pursuant to this Agreement and any payments that Rodak may make to Relators, 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 in nonreimbursable cost centers by VHC, and VHC 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 VHC or any of its subsidiaries or affiliates to the Medicare, Medicaid, TRICARE, or FEHBP Programs.

c. Treatment of Unallowable Costs Previously Submitted for Payment: Rodak further agrees that within 90 days of the Effective Date of this Agreement VHC 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 VHC 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. Rodak agrees that the United States, at a minimum, shall be entitled to recoup from VHC 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 VHC or any of its subsidiaries or affiliates on the effect of inclusion of Unallowable Costs (as defined in this paragraph) on VHC 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 VHC'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.

14. Rodak agrees that VHC 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. 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 Rodak's financial condition as reflected in the Financial Disclosures referenced in Paragraph 7.

a. In the event that Rodak fails to pay the Settlement Amount as provided in the payment schedule set forth in Paragraph 1 above, Rodak shall be in Default of Rodak's payment obligations ("Default"). The United States will provide a written Notice of Default, and Rodak

shall have an opportunity to cure such Default within ten (10) 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 Rodak, or to such other representative as Rodak shall designate in advance in writing. If Rodak fails to cure the Default within ten (10) 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, Rodak 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 Rodak for the claims that would otherwise be covered by the release provided in Paragraph 2 above with any recovery reduced by the amount of any payments previously made by Rodak 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 Rodak 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, Rodak 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, Rodak 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 Rodak 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 June 26, 2014. Rodak 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 Rodak from participating in all Federal health care programs until Rodak pays the Settlement Amount, with interest, as set forth above ("Exclusion for Default"). OIG-HHS will provide written notice of any such exclusion to Rodak. Rodak 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, Rodak 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. Rodak 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, Rodak acknowledges the following:

a. Rodak has reviewed her financial situation and warrants that she 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 Rodak, 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 Rodak 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 Rodak's 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, Rodak 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 Rodak's debts, or to adjudicate Rodak as bankrupt or insolvent; or seeking appointment of a receiver, trustee, custodian, or other similar official for Rodak or for all or any substantial part of Rodak'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 VHC for the claims that would otherwise be covered by the release provided in Paragraph 2 above;

(ii) the United States has an undisputed, noncontingent, and liquidated allowed claim against Rodak for three times the damages alleged in paragraphs 81 and 119 of the *Jacobs* Complaint in Intervention (Docket No. 58) (which are repeated in paragraphs 82 and 120 of the *Brooks* Complaint in Intervention (Docket No. 67)), and associated civil penalties per claim as provided for in 31 U.S.C. § 3729(a)(1)(G), as effective during the period of the Covered Conduct, and adjusted for inflation pursuant to 31 U.S.C. § 3729(a)(1)(G) for the period of the Covered Conduct, less any payments received pursuant to this Agreement, provided, however, that such payments are not otherwise avoided and recovered from the United States by Rodak, a receiver, trustee, custodian, or other similar official for Rodak; and

(iii) if any payments are avoided and recovered by Rodak, a receiver, trustee, custodian, or similar official for Rodak, Relators shall, within thirty days of written notice from the United States to the undersigned Relators' counsel, return any portions of such payments already paid by the United States to Relators pursuant to the relator share provisions of the False Claims Act.

f. Rodak agrees that any civil and/or administrative claim, action, or proceeding brought by the United States under Paragraph 16.e 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. Rodak 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). Rodak 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 Rodak that the releases have been

rescinded pursuant to this paragraph, except to the extent such defenses were available on June 26, 2014.

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

18. 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 venue for any dispute relating to this Agreement is the United States District Court for the Middle District of Florida. 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 Rodak's successors, transferees, heirs, and assigns.

25. This Agreement is binding on Relators' 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.

THE UNITED STATES OF AMERICA

DATED: 5/22/23

BY: 

SARAH M. ARNI
BREANNA L. PETERSON
Trial Attorneys
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: _____

BY: _____
SEAN KEEFE
Assistant United States Attorney
United States Attorney's Office for the
Middle District of Florida

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

THE UNITED STATES OF AMERICA

DATED: _____

BY: _____

SARAH M. ARNI
BREANNA L. PETERSON
Trial Attorneys
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: 5/22/21

BY:  _____

SEAN KEEFE
Assistant United States Attorney
United States Attorney's Office for the
Middle District of Florida

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

THE UNITED STATES OF AMERICA

DATED: _____

BY: _____

SARAH M. ARNI
BREANNA L. PETERSON
Trial Attorneys
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: _____

BY: _____

SEAN KEEFE
Assistant United States Attorney
United States Attorney's Office for the
Middle District of Florida

DATED: _____

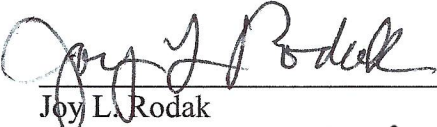
BY: _____

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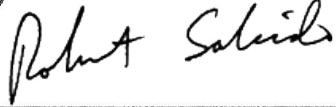
LISA M. RE
Assistant Inspector General for Legal Affairs
Office of Counsel to the Inspector General
Office of Inspector General
United States Department of Health and Human Services

JOY L. RODAK - DEFENDANT

DATED: 5/18/23

BY: 
Joy L. Rodak

DATED: 5/19/23

BY: 
Robert Salcido
Akin Gump Strauss Hauer & Feld
Counsel for Joy L. Rodak

Kasey Jacobs- RELATOR

DATED: 05/22/2023

BY: *Kasey Jacobs*
Kasey Jacobs

DATED: _____

BY: _____
James Young
Counsel for Kasey Jacobs

James Hanes - RELATOR

DATED: _____

BY: _____
James Hanes

DATED: _____

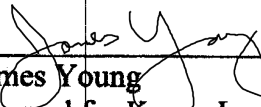
BY: _____
James Young
Counsel for James Hanes

Kasey Jacobs- RELATOR

DATED: _____


BY: _____
Kasey Jacobs

DATED: 5/22/23

BY: 
James Young
Counsel for Kasey Jacobs

James Hanes - RELATOR

DATED: 5/22/2023

BY: 
James Hanes

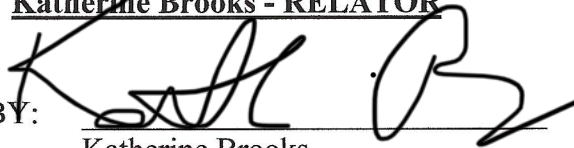
DATED: _____

BY: _____
James Young
Counsel for James Hanes

Katherine Brooks - RELATOR

DATED: _____

BY:


Katherine Brooks

Karen Swain - RELATOR

DATED: 5/19/2023

BY: 
Karen Swain

DATED: _____

BY: _____
Sean Estes
Counsel for Karen Swain

Barbara Mellott-Yezman - RELATOR

DATED: _____

BY: _____
Barbara Mellott-Yezman

DATED: _____

BY: _____
Sean Estes
Counsel for Barbara Mellott-Yezman

Karen Swain - RELATOR

DATE: _____

Karen Swain

Sean Estes
Counsel for Karen Swain

Barbara Mellott-Yezman - RELATOR

DATED: 05-19-2028 BY: Barbara Mellott-Yezman
Barbara Mellott-Yezman


Sean Estes
Counsel for Barbara Mellott-Yezman

Karen Swain - RELATOR

DATED: _____

BY: _____
Karen Swain

DATED: 5-22-23


BY: 
Sean Estes
Counsel for Karen Swain

Barbara Mellott-Yezman - RELATOR

DATED: _____

BY: _____
Barbara Mellott-Yezman

DATED: 5-22-23

BY: 
Sean Estes
Counsel for Barbara Mellott-Yezman

**Attachment A
Payment Schedule**

Month	Monthly Payment	1.50% Interest	Principal	Balance
Settlement Amount				\$105,000.00
5/22/2023	\$2,980.88	\$0.00	\$2,980.88	\$102,019.12
6/22/2023	\$2,980.88	\$127.52	\$2,853.36	\$99,165.76
7/22/2023	\$2,980.88	\$123.96	\$2,856.92	\$96,308.84
8/22/2023	\$2,980.88	\$120.39	\$2,860.49	\$93,448.35
9/22/2023	\$2,980.88	\$116.81	\$2,864.07	\$90,584.28
10/22/2023	\$2,980.88	\$113.23	\$2,867.65	\$87,716.63
11/22/2023	\$2,980.88	\$109.65	\$2,871.23	\$84,845.40
12/22/2023	\$2,980.88	\$106.06	\$2,874.82	\$81,970.58
1/22/2024	\$2,980.88	\$102.46	\$2,878.42	\$79,092.16
2/22/2024	\$2,980.88	\$98.87	\$2,882.01	\$76,210.15
3/22/2024	\$2,980.88	\$95.26	\$2,885.62	\$73,324.53
4/22/2024	\$2,980.88	\$91.66	\$2,889.22	\$70,435.31
5/22/2024	\$2,980.88	\$88.04	\$2,892.84	\$67,542.47
6/22/2024	\$2,980.88	\$84.43	\$2,896.45	\$64,646.02
7/22/2024	\$2,980.88	\$80.81	\$2,900.07	\$61,745.95
8/22/2024	\$2,980.88	\$77.18	\$2,903.70	\$58,842.25
9/22/2024	\$2,980.88	\$73.55	\$2,907.33	\$55,934.92
10/22/2024	\$2,980.88	\$69.92	\$2,910.96	\$53,023.96
11/22/2024	\$2,980.88	\$66.28	\$2,914.60	\$50,109.36
12/22/2024	\$2,980.88	\$62.64	\$2,918.24	\$47,191.12
1/22/2025	\$2,980.88	\$58.99	\$2,921.89	\$44,269.23
2/22/2025	\$2,980.88	\$55.34	\$2,925.54	\$41,343.69
3/22/2025	\$2,980.88	\$51.68	\$2,929.20	\$38,414.49
4/22/2025	\$2,980.88	\$48.02	\$2,932.86	\$35,481.63
5/22/2025	\$2,980.88	\$44.35	\$2,936.53	\$32,545.10
6/22/2025	\$2,980.88	\$40.68	\$2,940.20	\$29,604.90
7/22/2025	\$2,980.88	\$37.01	\$2,943.87	\$26,661.03
8/22/2025	\$2,980.88	\$33.33	\$2,947.55	\$23,713.48
9/22/2025	\$2,980.88	\$29.64	\$2,951.24	\$20,762.24
10/22/2025	\$2,980.88	\$25.95	\$2,954.93	\$17,807.31
11/22/2025	\$2,980.88	\$22.26	\$2,958.62	\$14,848.69
12/22/2025	\$2,980.88	\$18.56	\$2,962.32	\$11,886.37
1/22/2026	\$2,980.88	\$14.86	\$2,966.02	\$8,920.35
2/22/2026	\$2,980.88	\$11.15	\$2,969.73	\$5,950.62
3/22/2026	\$2,980.88	\$7.44	\$2,973.44	\$2,977.18
4/22/2026	\$2,980.90	\$3.72	\$2,977.18	\$0.00
Total	\$107,311.70	\$2,311.70	\$105,000.00	