

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into among the United States of America, acting through the United States Attorney’s Office for the District of Arizona and on behalf of the Office of Inspector General (“OIG-HHS”) of the Department of Health and Human Services (“HHS”) (“the United States”); United Seating and Mobility, LLC, d/b/a Numotion (“Numotion”); and Relators Damian Weiss, Sean Weiss, Gary Vega, and Shanna Prager (“Relators”) (hereafter collectively referred to as “the Parties”), through their authorized representatives.

RECITALS

A. Numotion is a Missouri limited liability company that provides specialized durable medical equipment to customers across the United States.

B. The Numotion Legal and Compliance Departments conduct periodic reviews of coding and billing to determine whether claims may have been submitted to payors, including federal payors, in error. In connection with those reviews, between July 22, 2019, and February 29, 2024, Numotion provided multiple self-disclosures to the United States wherein Numotion informed the United States it had discovered that, during the period from May 2015 to December 20, 2023, it submitted documentation material to claims for custom wheelchairs and wheelchair parts that had been unlawfully authored, signed, and/or completed by Numotion employees or former employees, rather than being authored, signed, or completed by qualified medical practitioners, as required. These employees or former employees are: Scott Greenbank; Vern Neilsen; Dwayne Spitzke; Joshua Salley; Gary Herrera; Adam Robledo; Billy Johnson; Keith Knowles; Matthew Wattenbarger; Troy Lapp; David Cingano; Tony Casteel; Jay Bloomfield; Gabriel “Tony” McGough; Skylar Christian; Illan Breiner; Steven Pikus; Mike Peterlin; and Daniel McGuire. Numotion further disclosed that from February 1, 2016, through February 9,

2022, its Albuquerque, New Mexico, branch also unlawfully authored or completed documentation material to claims for reimbursement for custom wheelchairs and wheelchair parts at the request of employees of a hospital facility in New Mexico.

C. Numotion previously refunded \$707,484.40 to the United States for the claims described in Paragraph B involving Vern Neilsen.

D. On August 7, 2020, Relators Damian Weiss and Sean Weiss filed a *qui tam* action under seal in the United States District Court for the District of Arizona captioned *United States ex rel. Damian Weiss and Sean Weiss v. United Seating & Mobility, LLC, d/b/a Numotion*, CV-20-1573-PHX-SPL, pursuant to the *qui tam* provisions of 31 U.S.C. § 3730(b) (“*Numotion 1*”). The Weiss Relators alleged, *inter alia*, that Numotion violated the False Claims Act, 31 U.S.C. §§ 3729-3733 (“FCA”), by submitting claims for equipment where an Assistive Technology Professional (“ATP”) authored therapist evaluations material to the claims.

E. On July 28, 2021, Relator Gary Vega filed a *qui tam* action under seal in the United States District Court for the District of Arizona captioned *United States ex rel. Gary Vega v. United Seating and Mobility d/b/a Numotion, et al.*, CV-21-1306-PHX-DJH, pursuant to the *qui tam* provisions of the FCA (“*Numotion 2*”). Vega alleged, *inter alia*, that Numotion violated the FCA by: (a) submitting claims for equipment where an ATP authored therapist evaluations material to the claims; (b) an ATP received order referrals from a friend; and (c) Numotion provided temporary complex rehabilitation technology (“CRT”) to customers to use while their CRT was being manufactured.

F. On July 12, 2022, Relator Shanna Prager filed a *qui tam* action under seal in the United States District Court for the Middle District of Tennessee captioned *United States and State of Tennessee ex rel. Shanna Prager v. United Seating and Mobility LLC, d/b/a Numotion*, pursuant to the *qui tam* provisions of the FCA (“*Numotion 3*”). Prager alleged, *inter alia*, that

Numotion violated the FCA by: (a) submitting claims for equipment where an ATP authored therapist evaluations material to the claims; and (b) ordering CRT parts and billing payors for those parts, without delivering the parts to customers. At the United States' request, the Court transferred *Numotion 3* to the District of Arizona on November 8, 2022, where it was filed under seal as case number CV-22-1899-PHX-CDB.

G. On December 7, 2022, *Numotion 1*, *Numotion 2*, and *Numotion 3* were consolidated by order of the United States District Court for the District of Arizona. The case captioned *United States ex rel. Damian Weiss and Sean Weiss v. United Seating & Mobility, LLC, d/b/a Numotion*, CV-20-1573-PHX-SPL, was designated as the lead case (hereinafter "*Numotion Consolidated*"). For purposes of effectuating this Agreement, the United States has intervened or will intervene in *Numotion Consolidated*.

H. The United States and Numotion agree that Numotion submitted or caused to be submitted claims for payment to the Medicare Program, Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395kkk-1 ("Medicare"); the Medicaid Program, 42 U.S.C. §§ 1396-1396w-5 ("Medicaid"); the TRICARE Program, 10 U.S.C. §§ 1071-1110b ("TRICARE"); and Veterans Health Administration Program, 38 U.S.C. §§ 1701-1787 ("VA") (collectively, "the Federal Healthcare Programs").

I. The United States contends that it has certain civil and common law claims, including claims under the FCA, against Numotion resulting from the conduct of the Numotion employees identified in Recital B above, for false claims submitted or caused to be submitted by Numotion to the Federal Healthcare Programs from May 1, 2015, through December 20, 2023, for custom wheelchairs that were not justified by patient evaluations authored, completed, or signed by qualified medical professionals ("the Covered Conduct").

J. Numotion has been credited in this settlement under the Department of Justice's guidelines for taking disclosure, cooperation, and remediation into account in FCA cases under Justice Manual § 4-4.112. As a result, Numotion is not being required to admit liability in this Agreement.

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

L. Relators Damian Weiss, Sean Weiss, Vega, and Prager assert claims under 31 U.S.C. § 3730(d) to entitlement to a share of the proceeds of this Agreement and claims against Numotion for reasonable expenses, attorneys' fees, and costs.

M. To avoid the delay, uncertainty, inconvenience, and expense of protracted litigation of the claims described in the Covered Conduct, and in consideration of the mutual promises and obligations of this Agreement, the Parties agree and covenant as follows:

TERMS AND CONDITIONS

1. Notwithstanding the refund referenced in Recital C, Numotion shall pay to the United States \$13,500,000 ("the Settlement Amount"), of which \$9,946,961.30 is restitution, by electronic funds transfer pursuant to written instructions to be provided by the United States Attorney's Office for the District of Arizona, as follows:

a. Numotion shall pay to the United States the sum of \$6,900,000 ("the Initial Payment") no later than 30 days after the Effective Date of this Agreement.

b. Beginning December 31, 2024, and ending June 30, 2027, Numotion shall pay to the United States the remainder of the Settlement Amount (\$6,600,000) in six semi-annual installments ("the Installment Payments") of \$1,100,000, plus interest at a rate of 0.75 percent per annum, by electronic funds transfer on or before June 30 and December 31 pursuant to

written instructions to be provided by the United States Attorney's Office for the District of Arizona.

c. Beginning ninety days after the Effective Date of the Agreement, simple annual interest will run on any unpaid portion of the Settlement Amount at a rate of 0.75 percent per annum until the full Settlement Amount has been paid.

d. If Numotion is sold, merged, or transferred, or if a significant portion of the assets of Numotion is sold, merged, or transferred into another non-affiliated entity, Numotion shall promptly notify the United States, and all remaining payments owed pursuant to the Agreement shall be accelerated and become due and payable within 30 days of the merger, sale, or transfer.

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

2. The United States will pay to the affected States their share of the portion of the Settlement Amount that is attributable to Medicaid, in an amount to be determined by the United States after consultation with the States, from the payments listed in Paragraph 1 within a reasonable time after each such payment is received by the United States.

3. Conditioned upon the United States receiving the payments listed in Paragraph 1, the United States shall pay 18.5% of and from the federal portion of each such payment ("Relators' Share") to counsel for Relators Damian Weiss and Sean Weiss by electronic funds transfer within a reasonable time after each such payment is received by the United States.

4. Relators' claims against Numotion for reasonable expenses, attorneys' fees, and costs under 31 U.S.C. § 3730(d) shall be or already have been addressed by separate agreements between Numotion and Relators and are not waived or released by this Agreement.

5. Conditioned upon the United States' receipt of the full payment of the Settlement Amount plus interest due under Paragraph 1, and subject to the exceptions in Paragraph 7 (concerning reserved claims), Paragraph 15 (concerning disclosure of assets), Paragraph 18 (concerning default), and Paragraph 19 (concerning bankruptcy), below, the United States releases Numotion and Numotion's direct and indirect subsidiaries, and its successors and assigns, from any civil monetary claim the United States has for the Covered Conduct under the FCA or the common law theories of payment by mistake, unjust enrichment, quantum meruit, and fraud.

6. Subject to the exceptions in Paragraph 6 (concerning reserved claims), Paragraph 15 (concerning disclosure of assets), Paragraph 18 (concerning default), and Paragraph 19 (concerning bankruptcy), below, and conditioned upon the United States' receipt of the full payment of the Settlement Amount plus interest due under Paragraph 1, Relators, for themselves and for their heirs, successors, attorneys, agents, and assigns, release Numotion and Numotion's current and former parent corporations; direct and indirect subsidiaries; brother or sister corporations; divisions; current or former corporate owners; its officers, agents, and employees; and the corporate successors and assigns of any of them together with its direct and indirect subsidiaries, and its successors and assigns from any civil monetary claim Relators have on behalf of the United States for the Covered Conduct under the FCA.

7. Notwithstanding the releases given in Paragraphs 5 and 6 of this Agreement, or any other term of this Agreement, the following claims of the United States are specifically reserved and are not released:

- a. Any liability arising under Title 26, U.S. Code (Internal Revenue Code);
- b. Any criminal liability;

- c. Any administrative liability or enforcement right, including mandatory or permissive exclusion from Federal health care programs and the suspension and debarment rights of any federal agency;
- 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. Relators and each of their heirs, successors, attorneys, agents, and assigns shall not object to this Agreement but agree and confirm that this Agreement, including the amount of the settlement attributable to the Covered Conduct in their respective *qui tam* actions, if any, is fair, adequate, and reasonable under all the circumstances, pursuant to 31 U.S.C. § 3730(c)(2)(B). Conditioned upon the United States' payment of the Relators' Share, Relators and each of 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 *Numotion 1*, *Numotion 2*, *Numotion 3*, and/or *Numotion Consolidated* or under 31 U.S.C. § 3730 and from any claims to a share of the proceeds of this Agreement, *Numotion 1*, *Numotion 2*, *Numotion 3*, and/or *Numotion Consolidated*.

9. Relators assert entitlement to an award of Relators' reasonable expenses, attorneys' fees, and costs against Numotion pursuant to 31 U.S.C. § 3730(d). Relators and Numotion agree that neither this Agreement nor any dismissal of the relevant actions shall waive or otherwise impair Relators' claims to an award of Relators' reasonable expenses, attorneys' fees, and costs against Numotion pursuant to 31 U.S.C. § 3730(d), nor shall it waive or otherwise affect the ability of Numotion to assert any available defenses to such a claim. Any dispute regarding Relators' claim for expenses, attorneys' fees, and costs may be resolved by a separate agreement or agreements negotiated between Relators and Numotion.

10. Numotion waives and shall not assert any defenses Numotion may have to any criminal prosecution or administrative action relating to the Covered Conduct that may be based in whole or in part on a contention that, under the Double Jeopardy Clause in the Fifth Amendment of the Constitution, or under the Excessive Fines Clause in the Eighth Amendment of the Constitution, this Agreement bars a remedy sought in such criminal prosecution or administrative action.

11. Numotion fully and finally releases the United States, its agencies, officers, agents, employees, and servants from any claims (including attorney's fees, costs, and expenses of every kind and however denominated) that Numotion 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 and the United States' investigation and prosecution thereof.

12. Numotion fully and finally releases Relators from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that Numotion has asserted, could have asserted, or may assert in the future against Relators related to the Covered Conduct and Relators' investigation and prosecution thereof.

13. The Settlement Amount shall not be decreased as a result of the denial of claims for payment now being withheld from payment by any Federal Healthcare Program or contractor assisting in the administration of the program, or any state payer, related to the Covered Conduct; and Numotion agrees not to resubmit to any Federal Healthcare Program (or contractor assisting in the administration of the program) or any state payer any previously denied claims related to the Covered Conduct, agrees not to appeal any such denials of claims, and agrees to withdraw any such pending appeals.

14. Numotion 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 Numotion, its present or former officers, directors, employees, shareholders, and agents in connection with:

- (i) the matters covered by this Agreement;
- (ii) the United States' civil investigations of the matters covered by this Agreement;
- (iii) Numotion's investigation, defense, and corrective actions undertaken in response to the United States' civil investigations in connection with the matters covered by this Agreement (including attorneys' fees);
- (iv) the negotiation and performance of this Agreement; and
- (v) the payments Numotion makes to the United States pursuant to this Agreement and any payments that Numotion may make to Relators, including costs and attorneys' fees,

are unallowable costs for government contracting purposes and under the Federal Healthcare Programs and the 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 Numotion, and Numotion 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 Numotion or any of its subsidiaries or affiliates to the Federal Healthcare Programs or FEHBP.

c. Treatment of Unallowable Costs Previously Submitted for Payment: Numotion 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 Numotion 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. Numotion agrees that the United States, at a minimum, shall be entitled to recoup from Numotion 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 United States Attorney’s Office for the District of Arizona

and/or the affected agencies. The United States reserves its rights to disagree with any calculations submitted by Numotion or any of its subsidiaries or affiliates on the effect of inclusion of Unallowable Costs (as defined in this paragraph) on Numotion or any of its subsidiaries or affiliates' cost reports, cost statements, or information reports.

15. Numotion has provided sworn financial disclosures and supporting documents ("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. Numotion 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 Numotion 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 Numotion'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 Numotion 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 \$500,000 or more, the United States may at its option: (a) rescind this Agreement and reinstate its suit or file suit based on the Covered Conduct or (b) collect the full Settlement Amount in accordance with the Agreement plus one hundred percent (100%) of the net value of Numotion's previously undisclosed assets. Numotion 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, Numotion 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 Numotion that this Agreement has been rescinded, and (b) relate to the Covered Conduct, except to the extent these defenses were available on August 7, 2020.

16. This Agreement is intended to be for the benefit of the Parties only. The Parties do not release any claims against any other person or entity, except to the extent provided for in Paragraph 17 (waiver for beneficiaries paragraph), below.

17. Numotion agrees that it 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 the Covered Conduct.

18. In the event Numotion fails to pay the Settlement Amount as provided in Paragraph 1 above, Numotion shall be in Default of Numotion's payment obligations ("Default"). The United States will provide a written Notice of Default, and Numotion shall have an opportunity to cure such Default within seven (7) calendar days from the date of receipt of the Notice of Default by making the payment due under the payment schedule and paying any additional interest accruing under the Settlement Agreement up to the date of payment. Notice of Default will be delivered to Numotion or to such other representative as Numotion shall designate in advance in writing. If Numotion 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).

a. In the event of Uncured Default, Numotion agrees that the United States, at its sole discretion and with no opposition from Numotion, may (i) retain any payments previously made, rescind this Agreement and pursue *Numotion 1*, *Numotion 2*, *Numotion 3*, and/or *Numotion Consolidated* or bring any civil and/or administrative claim, action, or proceeding against Numotion for the claims that would otherwise be covered by the releases provided in Paragraphs 5 and 6, with any recovery reduced by the amount of any payments previously made by Numotion to the United States under this Agreement; (ii) take any action to enforce this Agreement in a new action or by reinstating *Numotion 1*, *Numotion 2*, *Numotion 3*, and/or *Numotion Consolidated*; (iii) offset the remaining unpaid balance from any amounts due and owing to Numotion and/or affiliated companies by any department, agency, or agent of the United States at the time of Default or subsequently; (iv) seek leave to intervene in *Numotion 1*, *Numotion 2*, *Numotion 3*, and/or *Numotion Consolidated* for good cause; file the Stipulation for Entry of Consent Judgment attached hereto and incorporated herein by reference as Exhibit 1; and seek entry, recordation, and satisfaction of the Consent Judgment attached hereto and incorporated herein by reference as Exhibit 2; and/or (v) 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, Numotion 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, Numotion 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 Numotion 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 August 7, 2020. Numotion 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.

b. In the event of Uncured Default, OIG-HHS may exclude Numotion from participating in all Federal health care programs as defined in 42 U.S.C. § 1320a-7b(f) until Numotion pays the Settlement Amount, with interest, as set forth above (“Exclusion for Default”). OIG-HHS will provide written notice of any such exclusion to Numotion. Numotion 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, Numotion 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. Numotion 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.

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

a. Numotion 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 Numotion, within the meaning of 11 U.S.C. § 547I(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 Numotion 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 Numotion'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, Numotion 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 Numotion's debts, or to adjudicate Numotion as bankrupt or insolvent; or seeking appointment of a receiver, trustee, custodian, or other similar official for Numotion or for all or any substantial part of Numotion'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 Numotion for the claims that would otherwise be covered by the releases provided in Paragraphs 5 and 6;

(ii) the United States has an undisputed, noncontingent, and liquidated allowed claim against Numotion in the amount of \$40,500,000, less any payments received pursuant to Paragraph 1 of this Agreement, provided, however, that such payments are not

otherwise avoided and recovered from the United States by Numotion, a receiver, trustee, custodian, or other similar official for Numotion;

(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 Relators; and

(iv) if, notwithstanding subparagraph (iii), any amounts already paid by the United States to Relators pursuant to Paragraph 3 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, Relators shall, within thirty days of written notice from the United States to the undersigned Relators' counsel, return to the United States all amounts recovered from the United States.

f. Numotion agrees that any civil and/or administrative claim, action, or proceeding brought by the United States under Paragraph 19.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. Numotion 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). Numotion 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 Numotion that the releases have been rescinded pursuant to this paragraph, except to the extent such defenses were available on August 7, 2020.

20. Upon receipt of the Initial Payment described in Paragraph 1.a, above, the United States and Relators shall promptly sign and file in *Numotion Consolidated* a Stipulation of Dismissal pursuant to Rule 41(a)(1) and subject to the terms of this Agreement (“the Stipulation”). The Stipulation shall state that the allegations described above as the Covered Conduct shall be dismissed with prejudice as to the United States. Any remaining claims in the action shall be dismissed without prejudice as to the United States. The United States and Relators shall also take steps in good faith to arrange for all claims to be dismissed without prejudice as to the State of Tennessee. All claims shall be dismissed with prejudice as to all Relators except Relators’ claims under 31 U.S.C. § 3730(d) to entitlement to a share of the proceeds of this Agreement and against Numotion for reasonable expenses, attorneys’ fees, and costs.

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

22. The Parties to this Agreement represent that they freely and voluntarily enter this Agreement without any degree of duress or compulsion.

23. 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 Arizona. For purposes of construing this Agreement, this Agreement shall be deemed to have been drafted by all Parties to this Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

24. This Agreement constitutes the complete agreement among the Parties. This Agreement may not be amended except by written consent of the Parties. Forbearance by the

United States from pursuing any remedy or relief available to it under this Agreement shall not constitute a waiver of rights under this Agreement.

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

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

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

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

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

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

REMAINDER OF PAGE INTENTIONALLY BLANK – SIGNATURES BELOW

THE UNITED STATES OF AMERICA

GARY M. RESTAINO
United States Attorney
District of Arizona

DATED: 8/22/24

BY:

LON R. LEAVITT
Assistant United States Attorney

DATED: _____

BY:

SUSAN 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

GARY M. RESTAINO
United States Attorney
District of Arizona

DATED:

BY:

LON R. LEAVITT
Assistant United States Attorney

DATED: 08/22/24

BY:

SUSAN GILLIN

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GILLIN
Date: 2024.08.22 08:20:23 -04'00'

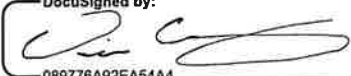
SUSAN GILLIN
Assistant Inspector General for Legal Affairs
Office of Counsel to the Inspector General
Office of Inspector General
United States Department of Health and Human Services

DEFENDANT

United Seating & Mobility, LLC, d/b/a Numotion

8/21/2024 | 7:21 AM PDT
DATED: _____

BY:

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Timothy J. Casey
General Counsel
United Seating & Mobility, LLC, d/b/a Numotion

DATED: 8/21/24

BY:

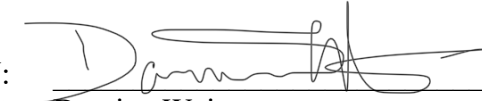


Lisa M. Noller
Foley & Lardner LLP
Counsel for United Seating & Mobility, LLC, d/b/a
Numotion

RELATORS

Relator Damian Weiss

DATED: 8/21

BY: 

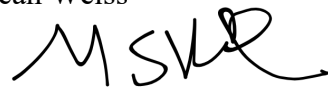
Damian Weiss

Relator Sean Weiss

DATED: _____

BY: _____
Sean Weiss

DATED: 8/21

BY: 

Matthew S. Weiler
Schneider Wallace Cottrell Konecky LLP
Counsel for Relators Damian Weiss and Sean Weiss

Relator Gary Vega

DATED: _____

BY: _____
Gary Vega

DATED: _____

BY: _____
Jason Marcus
Bracker & Marcus LLC
Counsel for Relator Gary Vega

Relator Shanna Prager

DATED: _____

BY: _____
Shanna Prager

DATED: _____

BY: _____
Brad Edwards
Edwards Henderson
Counsel for Relator Shanna Prager

RELATORS

Relator Damian Weiss

DATED: _____

BY: _____
Damian Weiss

Relator Sean Weiss

DATED: 8/20/24

BY: 
Sean Weiss

DATED: _____

BY: _____
Matthew S. Weiler
Schneider Wallace Cottrell Konecky LLP
Counsel for Relators Damian Weiss and Sean Weiss

Relator Gary Vega

DATED: _____

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Brad Edwards
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Counsel for Relator Shanna Prager

RELATORS

Relator Damian Weiss

DATED: _____ BY: _____
Damian Weiss

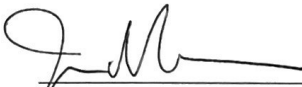
Relator Sean Weiss

DATED: _____ BY: _____
Sean Weiss

DATED: _____ BY: _____
Matthew S. Weiler
Schneider Wallace Cottrell Konecky LLP
Counsel for Relators Damian Weiss and Sean Weiss

Relator Gary Vega

DATED: 8/20/2024 BY: Gary R. Vega
Gary Vega

DATED: 8/21/2024 BY: 
Jason Marcus
Bracker & Marcus LLC
Counsel for Relator Gary Vega

Relator Shanna Prager

DATED: _____ BY: _____
Shanna Prager

DATED: _____ BY: _____
Brad Edwards
Edwards Henderson
Counsel for Relator Shanna Prager

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BY: _____
Damian Weiss

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Jason Marcus
Bracker & Marcus LLC
Counsel for Relator Gary Vega

Relator Shanna Prager

08 / 21 / 2024


DATED: _____

BY: 

Shanna Prager

08 / 21 / 2024

DATED: _____

BY: 

Brad Edwards
Edwards Henderson
Counsel for Relator Shanna Prager

EXHIBIT 1

1 GARY M. RESTAINO
United States Attorney
2 District of Arizona
LON R. LEAVITT
3 Assistant United States Attorney
Arizona State Bar No. 35825
4 Two Renaissance Square
40 North Central Avenue, Suite 1800
5 Phoenix, Arizona 85004-4449
Telephone: (602) 514-7500
6 Email: Lon.Leavitt@usdoj.gov
Attorneys for the United States of America
7

8 **IN THE UNITED STATES DISTRICT COURT**
9 **FOR THE DISTRICT OF ARIZONA**

10 United States of America *ex rel.*
11 Damian Weiss and Sean Weiss,

12 Plaintiffs-Relators,

13 v.

14 United Seating and Mobility, LLC,
15 d/b/a Numotion,

16 Defendant.

CV-20-01573-PHX-SPL
LEAD CASE

Consolidated with:
CV-21-01306-PHX-DJH
CV-22-01899-PHX-CDB

**STIPULATION FOR ENTRY OF
CONSENT JUDGMENT**

17 The United States of America (“the United States”) and United Seating and
18 Mobility, LLC, d/b/a Numotion (“Numotion”) hereby stipulate and agree to the following:

- 19 1. The United States and Numotion stipulate and agree to the entry of the
20 Consent Judgment filed concurrently herewith.
- 21 2. Numotion stipulates and agrees that it is subject to the jurisdiction of the
22 United States District Court for the District of Arizona and consents to the Court’s
23 personal jurisdiction over it.
- 24 3. The United States and Numotion stipulate and agree that the United States
25 is entitled to recover judgment against Numotion in the principal amount of THIRTEEN
26 MILLION FIVE HUNDRED THOUSAND DOLLARS (\$13,500,000), together with
27 interest thereon from the date of judgment until paid, at the rate provided under 28 U.S.C.
28 § 1961, and all allowable costs.

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CERTIFICATE OF SERVICE

I hereby certify that on _____, 2024, I electronically transmitted the within and foregoing **STIPULATION FOR ENTRY OF CONSENT JUDGMENT** and the accompanying proposed **CONSENT JUDGMENT** to the Clerk’s Office using the CM/ECF System for filing and transmittal of a Notice of Electronic Filing to all CM/ECF registrants listed as counsel in this case and to the following via first-class mail, postage fully prepaid:

Lisa M. Noller
Foley & Lardner LLP
321 North Clark Street, Suite 3000
Chicago, IL 60654-4762
Counsel for Defendant

Office of the United States Attorney

EXHIBIT 2

