

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

UNITED STATES OF AMERICA and the)
STATES OF ILLINOIS and INDIANA, *ex*)
rel. MERCHANT ADAMS,)
)
Plaintiffs,)

v.)

ALVIN L. ALL, KIMBERLY R. WILSON,)
KAREFIRST MANAGEMENT, INC.,)
KAREFIRST ILLINOIS, P.C., KAREFIRST)
INDIANA, P.C., KAREFIRST IOWA, P.C.,)
KAREFIRST MINNESOTA, P.C.,)
KAREFIRST TEXAS, P.C., and LOMATA)
VENTURES,)
)
Defendants.)

No. 19 C 2628

**FILED IN CAMERA AND UNDER
SEAL**

CONSENT JUDGMENT

Upon consent of the parties, and the court being fully advised:

IT IS HEREBY ORDERED that:


(1) Judgment is entered in favor of the United States of America against KFM Holdings Inc., Alvin All, and Kimberly R. Wilson, in the amount of \$1,992,482, as provided in the Consent Judgment and Settlement Agreement attached hereto;

(2) Interest (at the statutory interest rate in effect on the effective date of the agreement) shall accrue and will be compounded annually until paid in full; and,

(3) The claims of the United States, State of Illinois and State of Indiana are dismissed with prejudice as to defendants KareFirst Illinois, P.C., KareFirst Indiana, P.C., KareFirst Iowa, P.C., KareFirst Minnesota, P.C., KareFirst Texas, P.C., and Lomata Ventures (the "Defendants");

(4) The claims of Relator Merchant Adams ("Relator") are dismissed with prejudice against the Defendants to the extent they are brought on behalf of the United States under the False

Claims Act or under the respective false claims act statutes of the State of Illinois and Indiana (Counts One, Two, Three, Four, Six and Eight of the Complaint). The employment-related claims of Relator brought on behalf of himself against certain Defendants (Counts Five and Seven of the Complaint) are not dismissed, and will remain pending subject to further order of Court.

ENTER: 
United States District Judge

Dated: June 14, 2024

SETTLEMENT AGREEMENT AND CONSENT JUDGMENT

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); the State of Illinois, acting through the Office of the Illinois Attorney General; the State of Indiana, acting through the Office of the Indiana Attorney General; Alvin L. All; Kimberly R. Wilson; KFM Holdings Inc. (formerly KareFirst Management Corporation)¹ (“KareFirst Management”) KareFirst Illinois, P.C.; KareFirst Indiana, P.C.; KareFirst Iowa, P.C.; KareFirst Minnesota, P.C.; KareFirst, Texas, P.C.; and Lomata Ventures; and Merchant Adams (hereafter collectively referred to as “the Parties”), through their authorized representatives.

RECITALS

A. KareFirst Management is an independent nurse practitioner group based in Skokie, Illinois (Illinois NPI: 1487996872, Indiana NPI: 1.2013-9.2019). Alvin All and Kimberly Wilson founded the company and ran its operations during times relevant to this action.

B. On April 18, 2019, Merchant Adams filed a *qui tam* action in the United States District Court for the Northern District of Illinois captioned *United States, Illinois, and Indiana, ex rel. Merchant Adamas v. Alvin L. All, Kimberly R. Wilson, KareFirst Management, Inc., Karefirst Illinois, P.C., Karefirst Iowa, P.C., Karefirst Minnesota, P.C., Karefirst Texas, P.C., and Lomata Ventures*, Case No. 19 C 2628, pursuant to the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b) (the Civil Action). Adams alleged that defendants overbilled Medicare and Medicaid for nurse practitioner services in skilled nursing facilities, in part through use of

¹ Plaintiffs named KareFirst Management Inc. as defendant. The Parties agree that the entity described in the complaint as KareFirst Management Inc. is KFM Holdings Inc., formerly KareFirst Management Corporation.

KareFirst’s own proprietary billing software. The United States intervened in the Civil Action on June 13, 2024.

C. The United States contends that KareFirst Management submitted or caused to be submitted claims for payment to the Medicare Program, Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395lll (“Medicare”); the Medicaid Program, 42 U.S.C. §§ 1396-1396w-5 (“Medicaid”); and the United States Railroad Retirement Board, Railroad Retirement Act of 1974, 45 U.S.C. §§ 231-231v.

D. The United States, the State of Illinois, and the State of Indiana contend that they have certain civil claims against KareFirst Management, Alvin All, and Kimberly Wilson (herein after Defendants) arising out of their development and use of proprietary patient charting software system. KareFirst Management required the nurse practitioners it had on contract to use the software system. The software system automatically upcoded claims in the CPT series 99307-99310 (relating to subsequent patient visits in a nursing home). KareFirst Management then submitted the upcoded claims to Medicare, Medicaid, and Railroad Retirement Board, during the period from January 1, 2013 through February 21, 2020, in Illinois and Indiana. That conduct is referred to below as the “Covered Conduct.”

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

F. 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. KareFirst Management, Alvin All, and Kimberly Wilson shall pay to the United States and the States of Illinois and Indiana, collectively, the sum of **\$1,992,482.00** (the Judgment Amount), all of which is restitution. Individual defendants Alvin All and Kimberly Wilson agree to jointly and severally guarantee all payment obligations of KareFirst Management under this agreement. As an initial partial payment of the Judgment Amount, Defendants shall pay to the United States \$942,482 no later than 14 (fourteen) days after the Effective Date of this Agreement by electronic funds transfer pursuant to written instructions to be provided by the United States Attorney's Office for the Northern District of Illinois. The remaining payments of the Judgment Amount, including interest, shall be made annually over a period of three years, pursuant to the schedule attached and incorporated hereto as Exhibit A.

2. Conditioned upon the United States receiving each portion of the Judgment Amount pursuant to Exhibit A, and as soon as feasible after receipt, the United States shall distribute the following percentages and total amounts pro rata to the following payees:

- a. 18.00% to Relator, for a total of \$358,646.76 to Relator (Relator Share).
- b. 5.2369% to the State of Illinois, for a total of \$104,344.69 to the State of Illinois (the Illinois Restitution Amount).
- c. 0.5470% to the State of Indiana, for a total of \$10,898.44 to the State of Indiana (the Indiana Restitution Amount).
- d. 1.5147% to the Railroad Retirement Board, for a total of \$30,180.80 to the Railroad Retirement Board (the RRB Restitution Amount).

3. Subject to the exceptions in Paragraph 5 (concerning reserved claims) below, and upon the United States' receipt of the Settlement Amount, the plaintiffs provide the following releases.

a. The United States releases KareFirst Management, together with its current and former parent corporations; direct and indirect subsidiaries; brother or sister corporations; divisions; current or former corporate owners; and the corporate successors and assigns of any of them, Alvin All and Kimberly Wilson 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.

b. The State of Illinois releases KareFirst Management together with its current and former parent corporations; direct and indirect subsidiaries; brother or sister corporations; divisions; current or former corporate owners; and the corporate successors and assigns from any civil or administrative monetary claim the State has for the Covered Conduct under the Illinois False Claims Act, 740 ILCS 175/3, and the Civil Remedies Section of the Public Aid Act, 89 Ill. Adm. Code 140.16, 305 ILCS 5/8A-7 and 305 ILCS 5/12-4.25(A) or the common law theories of payment by mistake, unjust enrichment, and fraud.

c. The Illinois Department of Healthcare and Family Services agrees to release and refrain from instituting, directing, or maintaining any civil or administrative monetary action seeking exclusion from the Medicaid Program against KareFirst Management under 305 ILCS 5/12-4/25(A) (permissive) for the Covered Conduct, except as reserved in Paragraph 5 (concerning reserved claims) below, and as reserved in this Paragraph. No other individuals are released by this Agreement. The Illinois Department of Healthcare and Family Services expressly reserves all rights to comply with any statutory obligations to exclude KareFirst Management from the Medicaid program under 305 ILCS 5/12-4.25(B) (mandatory) based upon the Covered Conduct. Nothing in this Paragraph precludes the Illinois Department of Healthcare and Family Services

from taking action against entities or persons, or for conduct and practices, for which claims have been reserved in Paragraph 5, below.

d. The State of Indiana releases KareFirst Management together with its current and former parent corporations; direct and indirect subsidiaries; brother or sister corporations; divisions; current or former corporate owners; and the corporate successors and assigns from any civil or administrative monetary claim the State has for the Covered Conduct under the Indiana Medicaid False Claims and Whistleblower Protection Act, Ind. Code § 5-11-5.7; and the common law theories of payment by mistake, unjust enrichment, and fraud.

4. Subject to the exceptions in Paragraph 5 below (concerning reserved claims), and upon the United States' receipt of the Settlement Amount, Relator, for himself and for his heirs, successors, attorneys, agents, and assigns, releases KareFirst Management together with its current and former parent corporations; direct and indirect subsidiaries; brother or sister corporations; divisions; current or former corporate owners; and the corporate successors and assigns of any of them from any civil monetary claim the Relator has on behalf of the United States for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733.

5. Notwithstanding the releases given in Paragraph 3 of this Agreement, or any other term of this Agreement, the following claims and rights of the United States are specifically reserved and are not released:

- a. Any liability arising under Title 26, U.S. Code (Internal Revenue Code);
- b. Any criminal liability;
- c. Any liability to the United States (or its agencies) for any conduct other than the Covered Conduct;
- d. Any liability based upon obligations created by this Agreement;

- e. Except as explicitly stated in this Agreement, any administrative liability or enforcement right, including mandatory or permissive exclusion from Federal health care programs;
- f. Except as explicitly stated in this Agreement, any liability of individuals;
- g. Any liability for claims involving unlawful or illegal conduct based on State or federal antitrust violations; and
- h. Any liability for claims involving unfair and/or deceptive acts and practices and/or violations of consumer protection laws.

6. Relator and his heirs, successors, attorneys, agents, and assigns shall not object to this Agreement but agree and confirm that this Agreement is fair, adequate, and reasonable under all the circumstances, pursuant to 31 U.S.C. § 3730(c)(2)(B). Conditioned upon Relator's receipt of the Relator's Share, Relator and his heirs, successors, attorneys, agents, and assigns fully and finally release, waive, and forever discharge the United States and the States of Illinois and Indiana, their 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.

7. Relator, for himself, and for his heirs, successors, attorneys, agents, and assigns, will release Defendants, and their corporate officers, agents, and employees, from any liability to Relator arising from the filing of the Civil Action, or under 31 U.S.C. § 3730(d) for expenses or attorneys' fees and costs, upon separate negotiation and resolution of such issues among Relator and Defendants and their respective counsel, or upon order of Court absent such resolution. Until such resolution or Court order, Relator reserves and does not release Defendants for liability as described in this paragraph. In addition, the employment-related claims of Relator brought on

behalf of himself against certain Defendants (Counts Five and Seven of the Complaint) are not released hereunder and will remain pending subject to further order of Court.

8. The Defendants waive and shall not assert any defenses they 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. The Defendants fully and finally releases the United States and the States of Illinois and Indiana, their 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 and the States of Illinois and Indiana, their agencies, officers, agents, employees, and servants, related to the Covered Conduct or their investigation or prosecution thereof.

10. Defendants will fully and finally release the Relator 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 Relator, related to any of the claims in Relator's complaint brought on behalf of the United States under the False Claims Act or under the respective false claims act statutes of the State of Illinois and Indiana (Counts One, Two, Three, Four, Six and Eight of the Complaint and the Relator's investigation and prosecution thereof, upon separate negotiation and resolution of such issues among Relator and Defendants and their respective counsel, or upon order of Court absent such resolution. Until such resolution or Court order, Defendants reserve and do not release Relator for liability as described in this paragraph.

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 Defendants agrees not to resubmit 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. 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) defendant'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 payments made to the United States pursuant to this Agreement and any payments that defendants may make to Relator, including costs and attorneys' fees

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

b. Future Treatment of Unallowable Costs: Unallowable Costs shall be separately determined and accounted for by 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 their 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 Medicaid fiscal intermediaries, 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 KareFirst Management 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. KareFirst Management agrees that the United States, at a minimum, shall be entitled to recoup from KareFirst Management 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 KareFirst Management or any of its subsidiaries or affiliates on the effect of inclusion of Unallowable Costs (as defined in this paragraph) on KareFirst Management 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 KareFirst Management'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 16, below.

14. Defendants agree that it waives and shall not seek payment for any of the health care billings covered by this Agreement from any health care beneficiaries or their parents, sponsors, legally responsible individuals, or third-party payors based upon the claims defined as Covered Conduct.

15. Each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement, except as set forth under 31 U.S.C. § 3730(d), and subject to paragraph 7 above.

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

17. 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 Northern District of Illinois. 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.

18. Defendants KareFirst Management, Alvin All, and Kimberly Wilson have 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. Those defendants warrant 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 KareFirst Management, Alvin All, or Kimberly Wilson 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 KareFirst Management, Alvin All, and Kimberly Wilson’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 Alvin All or Kimberly Wilson 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 \$100,000 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 the previously undisclosed assets. KareFirst Management, Alvin All, and Kimberly Wilson agree not to contest any collection action undertaken by the United States pursuant to this provision, and agree that they 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, defendants waive and agree 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 defendants that this Agreement has been rescinded, and (b) relate to the Covered Conduct, except to the extent these defenses were available on the effective date of this agreement. 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 KareFirst Management, Alvin All, and Kimberly Wilson's financial condition as reflected in the Financial Disclosures.

a. In the event that defendants fail to pay the Settlement Amount as provided in the payment schedule set forth in Paragraph 1 above, Defendants shall be in Default. The United States will provide a written Notice of Default, and Defendants 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 counsel for defendants (undersigned below), or to such other representative as Defendants shall designate in advance in writing. If Defendants fail to cure the Default within seven (7) calendar days of receiving the Notice of Default and in the absence of an agreement with the United States to a modified payment schedule ("Uncured Default"), the remaining unpaid balance of the Settlement Amount shall become immediately due and payable, and interest on the remaining unpaid balance shall thereafter accrue at the rate of 12% per annum, compounded daily from the date of Default, on the remaining unpaid total (principal and interest balance).

b. In the event of Uncured Default, Defendants agree 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 defendants for the claims that would otherwise be covered by the releases provided by the plaintiffs

above, with any recovery reduced by the amount of any payments previously made by Defendants 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 defendants 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, Defendants agree 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.

c. In the event of Uncured Default, OIG-HHS may exclude Defendants from participating in all Federal health care programs until Defendants pay the Settlement Amount, with interest, as set forth above (Exclusion for Default). OIG-HHS will provide written notice of any such exclusion to Defendants. Defendants waive any further notice of the exclusion under 42 U.S.C. § 1320a-7(b)(7), and agree 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, any Defendant 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. Defendants 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. This Agreement constitutes the complete agreement between the Parties. This Agreement may not be amended except by written consent of the Parties.

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

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

22. This Agreement is binding on defendants' successors, transferees, heirs, and assigns.

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

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

25. 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: _____ BY: **SARAH TERMAN** Digitally signed by SARAH TERMAN
Date: 2024.06.11 11:11:40 -05'00'
SARAH F. TERMAN
Assistant United States Attorney
Northern District of Illinois

DATED: _____ BY: **SUSAN GILLIN** Digitally signed by SUSAN GILLIN
Date: 2024.04.24 15:12:49 -04'00'
SUSAN E. GILLIN
Assistant Inspector General for Legal Affairs
Office of Counsel to the Inspector General
Office of Inspector General
United States Department of Health and Human Services

THE STATE OF ILLINOIS

DATED: 5/6/24

BY: *Heather D'Orazio*
HEATHER TULLIO D'ORAZIO
Director
Medicaid Fraud Control Unit
Office of the Illinois Attorney General

DATED: 4/30/24

BY: *Elizabeth M. Whitehorn*
ELIZABETH M. WHITEHORN
Director
Illinois Department of Healthcare and Family Services
State of Illinois

THE STATE OF INDIANA

DATED: BY: Matthew Whitmire AAR
MATTHEW WHITMIRE
Director, Medicaid Fraud Control Unit
Office of the Indiana Attorney General

Cora Steinmetz

DATED: BY: _____
CORA STEINMETZ
Medicaid Director
Indiana Family and Social Services Administration

DEFENDANTS (ALVIN L. ALL, KIMBERLY R. WILSON, KFM HOLDINGS INC., KAREFIRST ILLINOIS, P.C., KAREFIRST INDIANA, P.C., KAREFIRST IOWA, P.C., KAREFIRST MINNESOTA, P.C., KAREFIRST TEXAS, P.C., and LOMATA VENTURES)

DATED: _____ BY: _____
KIMBERLY WILSON

DATED: _____ BY: _____
ALVIN ALL

DATED: 4/17/24 BY: *Daniel J. Collins*
DANIEL J. COLLINS
Counsel for Defendants

DEFENDANTS (ALVIN L. ALL, KIMBERLY R. WILSON, KFM HOLDINGS INC., KAREFIRST ILLINOIS, P.C., KAREFIRST INDIANA, P.C., KAREFIRST IOWA, P.C., KAREFIRST MINNESOTA, P.C., KAREFIRST TEXAS, P.C., and LOMATA VENTURES)

DATED: _____

BY: _____
KIMBERLY WILSON

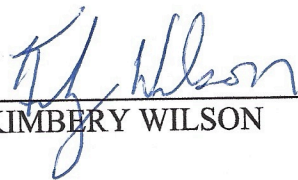
DATED: 4/17/24

BY: ALVIN ALL
ALVIN ALL

DATED: _____

BY: _____
DANIEL J. COLLINS
Counsel for Defendants

DEFENDANTS (ALVIN L. ALL, KIMBERLY R. WILSON, KFM HOLDINGS INC., KAREFIRST ILLINOIS, P.C., KAREFIRST INDIANA, P.C., KAREFIRST IOWA, P.C., KAREFIRST MINNESOTA, P.C., KAREFIRST TEXAS, P.C., and LOMATA VENTURES)


DATED: 04-16-24 BY: 
KIMBERLY WILSON

DATED: _____ BY: _____
ALVIN ALL

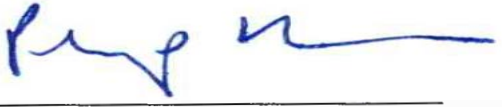
DATED: _____ BY: _____
DANIEL J. COLLINS
Counsel for Defendants

MERCHANT ADAMS - RELATOR

DATED: 4/15/24

BY: 
MERCHANT ADAMS

DATED: 4/15/24

BY: 
PHILIP S. BREWSTER
Brewster Law Firm LLC
Counsel for Merchant Adams

DATED: 4/15/24

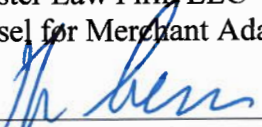
BY: 
ROGER A. LEWIS
Goldberg Kohn, Ltd.
Counsel for Merchant Adams

Exhibit A

| Date | Payment | Rate | Balance | Days | Interest | Applied to Principal |
|-------------------|-----------------------|-------------|----------------|-------------|-----------------|-----------------------------|
| 6/11/2024 | | | \$1,992,482.00 | | | |
| 6/25/2024 | \$942,482.00 | 0.0512 | \$1,053,912.91 | 14 | \$3,912.91 | \$ 938,569.09 |
| 6/25/2025 | \$387,367.49 | 0.0512 | \$719,766.58 | 360 | \$53,221.16 | \$ 334,146.33 |
| 6/25/2026 | \$387,367.49 | 0.0512 | \$368,746.31 | 360 | \$36,347.23 | \$ 351,020.26 |
| 6/25/2027 | \$387,367.49 | 0.0512 | \$0.00 | 360 | \$18,621.18 | \$ 368,746.31 |
| | | | | | | |
| Total Paid | \$2,104,584.47 | | | | \$112,102.47 | |