

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into among the United States of America, acting through the United States Department of Justice and on behalf of the Office of Inspector General of the Department of Health and Human Services (“OIG-HHS”) (collectively, the “United States”); Robert C. McGrath, Sr., Robert C. McGrath, Jr., and Atlantic Spine & Joint Institute (collectively, the “Defendants”); and Linda Stevens (hereafter, the United States, the Defendants, and Linda Stevens are collectively referred to as “the Parties”), through their authorized representatives. This Agreement is effective on the date of signature of the last signatory to the Agreement (the “Effective Date of this Agreement”).

RECITALS

A. Robert C. McGrath Sr. (“Dr. McGrath, Sr.”) is an osteopathic doctor who holds himself out as an orthopedic specialist.

B. Robert C. McGrath Jr. (“Dr. McGrath, Jr.”) is a chiropractor licensed to practice in New Jersey and Pennsylvania. Dr. McGrath, Jr., is the son of Dr. McGrath, Sr.

C. Atlantic Spine & Joint Institute (“Atlantic Spine”) is a New Jersey limited liability company operated by Dr. McGrath, Sr. and Dr. McGrath, Jr. During the relevant time period, Atlantic Spine had a primary office in Haddon Township, New Jersey. It also opened a second office in Wayne, Pennsylvania, in 2014. Atlantic Spine offered a variety of treatments for back and knee pain, including physical therapy, injections, and other non-surgical methods.

D. On July 29, 2015, (the “Qui Tam Filing Date”) Linda Stevens (the “Relator”) filed a qui tam action in the United States District Court for the District of New Jersey captioned *United States of America and the State of New Jersey ex rel. Linda Stevens v. Robert C.*

McGrath, Sr., DO; Robert C. McGrath, Jr., DC; and The Atlantic Spine & Joint Institute, Civ.

A. No. 1:15-cv-05832-RBK-AMD, pursuant to the qui tam provisions of the False Claims Act,

31 U.S.C. § 3730(b) (the “Civil Action”). The Relator alleged that the Defendants had violated the False Claims Act by submitting, or causing the submission of, fraudulent bills to various government payors as a result of failing to have a credentialed physical therapist perform physical therapy with patients, failing to provide the required level of supervision for physical therapy, as well as other allegedly fraudulent practices.

E. The United States contends that Defendants submitted or caused to be submitted claims for payment to the Medicare Program, Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395kkk-1 (“Medicare”).

F. The United States contends that it has certain civil claims against Defendants arising from the Defendants submitting, or causing the submission of, claims to Medicare for physical therapy services, despite such services being performed by individuals who were unqualified and/or unsupervised. Dates of service for the claims encompassed the period from January 1, 2011, through March 31, 2016. That conduct is referred to below as the “Covered Conduct.”

G. This Agreement is made in compromise of disputed claims. Defendants deny the United States’ allegations in Paragraph F and the Relator’s allegations in the Civil Action, except to the extent admitted in the guilty pleas of Dr. McGrath, Sr. and Dr. McGrath, Jr. This Settlement Agreement is neither an admission of liability by Defendants, nor a concession by the United States that its claims are not well founded.

H. Relator claims entitlement under 31 U.S.C. § 3730(d) to a share of the proceeds of this Settlement Agreement and to Relator’s reasonable expenses, attorneys’ fees and costs.

To avoid the delay, uncertainty, inconvenience, and expense of protracted litigation of the above claims, and in consideration of the mutual promises and obligations of this Settlement Agreement, the Parties agree and covenant as follows:

TERMS AND CONDITIONS

1. Defendants agree to pay to the United States the sum of One Million Seven Hundred Eighty Thousand Dollars (\$1,780,000) (the “Settlement Amount”) and interest on the Settlement Amount at a rate of 4% per annum from March 23, 2017. The Settlement Amount plus interest as described above shall hereafter be described as the “Settlement Proceeds.”

Defendants agree to pay the Settlement Proceeds as follows:

- a. No later than ten (10) business days from the Effective Date of this Agreement the Defendants shall make payment to the United States in the amount of One Hundred Seventy-Eight Thousand Dollars (\$178,000).
- b. No later than nine (9) months after the Effective Date of this Agreement Defendants shall pay to the United States any remaining balance of the Settlement Proceeds.
- c. The entire balance of the Settlement Proceeds, or any portion thereof, may be prepaid without penalty.
- d. All payments made by Defendants pursuant to this Agreement shall be by electronic funds transfer pursuant to written instructions to be provided by the United States Attorney’s Office for the District of New Jersey.

2. In the event that Defendants fail to pay any amount as provided in Paragraph 1 within five (5) business days of the date on which such payment is due, Defendants shall be in default of their payment obligations (“Default”) under this Agreement.

- a. The United States shall provide via email notice of Default to Defendants and to counsel for the Relator, and Defendants shall have the opportunity to cure such Default within fifteen (15) business days from the date of receipt of the notice.

- b. Notice of Default shall be delivered to Defendants' undersigned counsel, or to such other representative as Defendants shall designate in advance in writing to the United States.
- c. If Defendants fail to cure such Default within fifteen (15) business days of receiving the Notice of Default, the remaining unpaid balance of the Settlement Proceeds shall become accelerated and immediately due and payable, and interest shall accrue at the rate of 12% per annum compounded annually from the date of Default on the remaining unpaid total (principal and interest balance).
- d. Defendants shall also consent to a judgment ("Consent Judgment") in the amount of the unpaid balance (as set forth on Exhibit 1 attached hereto, which Defendants agree to execute and deliver contemporaneously with this agreement), and the United States may: (1) set off the remaining unpaid balance from any amounts, including, but not limited to, any Medicare payments, otherwise due and owing to Defendants by any department, agency, or agent of the United States, at the time of Default; (2) enforce the Consent Judgment; (3) exercise its rights against Defendants under the Security Agreement attached hereto as Exhibit 2; (4) collect the entire unpaid balance of the Settlement Proceeds, including 12% interest per annum compounded annually from the date of Default, and all other amounts due upon the event of Default as specified in this paragraph; (5) file a civil action for the Covered Conduct; and/or (6) exercise any other rights granted by law or in equity, including referral of this matter for private collection. In the event a Complaint is filed pursuant to subsection (5) of this subparagraph, Defendants

agree not to plead, argue, or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel, or similar theories to the civil or administrative claims that relate to the Covered Conduct, except to the extent such defenses were available to Defendants on the Qui Tam Filing Date.

- e. Defendants agree not to contest any Consent Judgment, offset, or collection action undertaken by the United States pursuant to this paragraph, either administratively or in any state or federal court. Defendants shall pay the United States all reasonable costs of collection and enforcement under this paragraph, including attorneys' fees and expenses.
- f. Notwithstanding the foregoing, in the event of Default as defined in Paragraph 2, above, HHS-OIG may exclude Defendants from participating in all Federal health care programs until Defendants pay the remaining Settlement Proceeds and reasonable costs, as set forth in Paragraph 2, above. HHS-OIG 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 Defendants wish to apply for reinstatement, Defendants must submit a written request for reinstatement to HHS-OIG in accordance with the provisions of 42 C.F.R. §§ 1001.3001-.3005. Defendants will not be reinstated unless and until HHS-OIG approves such request for reinstatement
- g. Defendants agree to execute and deliver contemporaneously with this Agreement the Security Agreement attached hereto as Exhibit 2.

3. Conditioned upon the United States receiving the payments set forth in Paragraph 1 from Defendants, the United States agrees that it shall pay to Relator by electronic funds transfer 19 percent of each such payment received under the Settlement Agreement as soon as feasible after receipt of the payment.

4. Defendants shall pay the amount of \$50,000 to Relator's counsel of record (the "Relator's Attorney's Fee") in full satisfaction of any claim Relator may have against Defendants and/or any of their officers, employees, agents, owners, heirs, successors, attorneys, and assigns for attorney's fees and costs as contemplated by 31 U.S.C. §§ 3730(d) incurred in connection with the Civil Action. Such payment shall be made as follows:

- a. No later than ten (10) business days from the Effective Date of this Agreement, the Defendants shall make payment to Relator's counsel by electronic funds transfer pursuant written instructions to be provided by Relator's counsel of record in the amount of Five Thousand Dollars (\$5,000); and
- b. the remaining balance of the Relator's Attorney's Fee (\$45,000) shall be made within 90 days of the Effective Date of this Agreement to Relator's counsel by electronic funds transfer pursuant written instructions to be provided by Relator's counsel of record.

However, Relator does not release Defendants from any costs or reasonable attorneys' fees applicable to employee retaliation claims asserted in the Civil Action against Defendants under 31 U.S.C. 3730(h) or N.J.S.A. § 2A:32C-10.

5. Subject to the exceptions in Paragraph 7 (concerning excluded claims) below, and conditioned upon Defendants' full payment of the Settlement Proceeds, and subject to Paragraph 21, below (concerning bankruptcy proceedings commenced within 91 days of the Effective Date of this Agreement or any payment made under this Agreement), the United States releases

Defendants from any civil or administrative monetary claim the United States has for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733; the Civil Monetary Penalties Law, 42 U.S.C. § 1320a-7a; the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; or the common law theories of payment by mistake, unjust enrichment, and fraud.

6. Subject to the exceptions in Paragraph 7 below, and conditioned upon Defendants' full payment of the Settlement Proceeds, and subject to Paragraph 21, below (concerning bankruptcy proceedings commenced within 91 days of the Effective Date of this Agreement or any payment made under this Agreement), Relator, for herself and for her heirs, successors, attorneys, agents, and assigns, releases Defendants 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. However, Relator does not release Defendants from any claims asserted in the Civil Action against Defendants under 31 U.S.C. 3730(h) or N.J.S.A. § 2A:32C-10. The release by Relator expressly excludes any and all employment claims asserted by Relator against Defendants in the Civil Action.

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. Except as explicitly stated in this Agreement, any administrative liability, including mandatory or permissive exclusion from Federal health care programs;
- d. Any liability to the United States (or its agencies) for any conduct other than the Covered Conduct;

- e. Any liability based upon obligations created by this Agreement;
- f. Any liability of any other individuals; and
- g. Any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct.

8. Relator and her 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 payment described in Paragraph 3, Relator and her heirs, successors, attorneys, agents, and assigns fully and finally release, waive, and forever discharge the United States, its agencies, officers, agents, employees, and servants, from any claims arising from the filing of the Civil Action or under 31 U.S.C. § 3730, and from any claims to a share of the proceeds of this Agreement and/or the Civil Action.

9. Relator, for herself, and for her heirs, successors, attorneys, agents, and assigns, releases Defendants, and its 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 attorney's fees and costs.

10. Defendants have provided sworn financial disclosure statements (Financial Statements) to the United States and the United States has relied on the accuracy and completeness of those Financial Statements in reaching this Agreement. Defendants warrant that the Financial Statements are complete, accurate, and current. If the United States learns of asset(s) in which Defendants had an interest at the time of this Agreement that were not disclosed in the Financial Statements, or if the United States learns of any misrepresentation by Defendants on, or in connection with, the Financial Statements, and if such nondisclosure or misrepresentation changes the estimated net worth set forth in the Financial Statements by

\$100,000 or more, the United States may at its option: (a) rescind this Agreement and file suit based on the Covered Conduct, or (b) let the Agreement stand and collect the full Settlement Amount plus one hundred percent (100%) of the value of the net worth of Defendants previously undisclosed. Defendants agree not to contest any collection action undertaken by the United States pursuant to this provision, and immediately to pay the United States all reasonable costs incurred in such an action, including attorney's fees and expenses.

11. In the event that the United States, pursuant to Paragraph 10 (concerning disclosure of assets), above, opts to rescind this Agreement, Defendants 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 Qui Tam Filing Date.

12. Defendants waive and shall not assert any defenses Defendants may have to any criminal prosecution or administrative action relating to the Covered Conduct that may be based in whole or in part on a contention that, under the Double Jeopardy Clause in the Fifth Amendment of the Constitution, or under the Excessive Fines Clause in the Eighth Amendment of the Constitution, this Agreement bars a remedy sought in such criminal prosecution or administrative action. Nothing in this paragraph or any other provision of this Agreement constitutes an agreement by the United States concerning the characterization of the Settlement Amount for purposes of the Internal Revenue laws, Title 26 of the United States Code.

13. Defendants fully and finally release 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 Defendants have asserted, could have asserted, or

may assert in the future against the United States, its agencies, officers, agents, employees, and servants, related to the Covered Conduct and the United States' investigation and prosecution thereof.

14. Defendants fully and finally release the Relator from any claims (including attorney's 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 the Covered Conduct and the Relator's investigation and prosecution thereof.

15. The Settlement Amount shall not be decreased as a result of the denial of claims for payment now being withheld from payment by any Medicare contractor (e.g., Medicare Administrative Contractor, fiscal intermediary, carrier, or any state payer, related to the Covered Conduct; and Defendants agree not to resubmit to any Medicare contractor or any state payer any previously denied claims related to the Covered Conduct, agree not to appeal any such denials of claims, and agree to withdraw any such pending appeals.

16. Defendants agree to the following:

a. Unallowable Costs Defined: All costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47; and in Titles XVIII and XIX of the Social Security Act, 42 U.S.C. §§ 1395-1395kkk-1 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 and any related plea agreement;
- (2) the United States' audit(s) and civil and any criminal investigation(s) of the matters covered by this Agreement;
- (3) Defendants' investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and civil and any criminal

investigation(s) in connection with the matters covered by this Agreement
(including attorney's fees);

- (4) the negotiation and performance of this Agreement and any Plea Agreement; and
- (5) the payment Defendants make 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 in nonreimbursable cost centers 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 they 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 Defendants or any of their subsidiaries or

affiliates, and shall request, and agree, that such cost reports, cost statements, information reports, or payment requests, even if already settled, be adjusted to account for the effect of the inclusion of the Unallowable Costs. Defendants agree that the United States, at a minimum, shall be entitled to recoup from Defendants any overpayment plus applicable interest and penalties as a result of the inclusion of such Unallowable Costs on previously-submitted cost reports, information reports, cost statements, or requests for payment.

Any payments due after the adjustments have been made shall be paid to the United States pursuant to the direction of the Department of Justice and/or the affected agencies. The United States reserves its rights to disagree with any calculations submitted by Defendants or any of their subsidiaries or affiliates on the effect of inclusion of Unallowable Costs (as defined in this Paragraph) on Defendants or any of their subsidiaries or affiliates' cost reports, cost statements, or information reports.

d. Nothing in this Agreement shall constitute a waiver of the rights of the United States to audit, examine, or re-examine Defendants' books and records to determine that no Unallowable Costs have been claimed in accordance with the provisions of this Paragraph.

17. Defendants agree to cooperate fully and truthfully with the United States' investigation of individuals and entities not released in this Agreement. Upon reasonable notice, Defendants shall encourage, and agree not to impair, the cooperation of their directors, officers, and employees, and shall use their best efforts to make available, and encourage, the cooperation of former directors, officers, and employees for interviews and testimony, consistent with the rights and privileges of such individuals. Defendants further agree to furnish to the United States, upon request, complete and unredacted copies of all non-privileged documents, reports, memoranda of interviews, and records in their possession, custody, or control concerning any

investigation of the Covered Conduct that they have undertaken, or that has been performed by another on their behalf.

18. 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 19 (waiver for beneficiaries paragraph), below.

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

20. Defendants warrant that they have reviewed their financial situation and that they currently are 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 Proceeds. Further, the Parties warrant that, in evaluating whether to execute this Agreement, they (a) have intended that the mutual promises, covenants, and obligations set forth constitute a contemporaneous exchange for new value given to Defendants, within the meaning of 11 U.S.C. § 547(c)(1), and (b) conclude that these mutual promises, covenants, and obligations do, in fact, constitute such a contemporaneous exchange. Further, the Parties warrant that the mutual promises, covenants, and obligations set forth herein are intended to and do, in fact, represent a reasonably equivalent exchange of value that is not intended to hinder, delay, or defraud any entity to which Defendants was or became indebted to on or after the date of this transfer, within the meaning of 11 U.S.C. § 548(a)(1).

21. If within 91 days of the Effective Date of this Agreement or of any payment made under this Agreement, Defendants commence, or a third party commences, any case, proceeding, or other action under any law relating to bankruptcy, insolvency, reorganization, or relief of

debtors (a) seeking to have any order for relief of Defendants' debts, or seeking to adjudicate Defendants as bankrupt or insolvent; or (b) seeking appointment of a receiver, trustee, custodian, or other similar official for Defendants or for all or any substantial part of Defendants' assets, Defendants agree as follows:

a. Defendants' obligations under this Agreement may not be avoided pursuant to 11 U.S.C. § 547, and Defendants shall not argue or otherwise take the position in any such case, proceeding, or action that: (i) Defendants' obligations under this Agreement may be avoided under 11 U.S.C. § 547; (ii) Defendants were insolvent at the time this Agreement was entered into, or became insolvent as a result of the payment made to the United States; or (iii) the mutual promises, covenants, and obligations set forth in this Agreement do not constitute a contemporaneous exchange for new value given to Defendants.

b. If Defendants' 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, the United States, at its sole option, may rescind the releases in this Agreement and bring any civil and/or administrative claim, action, or proceeding against Defendants for the claims that would otherwise be covered by the releases provided in Paragraphs 5 and 6, above. Defendants agree that (i) any such claims, actions, or proceedings brought by the United States are not subject to an "automatic stay" pursuant to 11 U.S.C. § 362(a) as a result of the action, case, or proceedings described in the first clause of this Paragraph, and Defendants shall not argue or otherwise contend that the United States claims, actions, or proceedings are subject to an automatic stay; (ii) Defendants 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 claims, actions, or proceeding that are brought by the United States within 90 calendar days of written notification to Defendants that

the releases have been rescinded pursuant to this Paragraph, except to the extent such defenses were available on the Qui Tam Filing Date; and (iii) the United States has a valid claim against Defendants in the amount of Two Million Six Hundred Seventy Thousand Dollars (\$2,670,000) plus penalties, and the United States may pursue its claim in the case, action, or proceeding referenced in the first clause of this Paragraph, as well as in any other case, action, or proceeding.

c. Defendants acknowledge that their agreements in this Paragraph are provided in exchange for valuable consideration provided in this Agreement.

22. Upon receipt of the payments described in Paragraphs 1 and 4, above, the United States and Relator shall promptly sign and file in the Civil Action a Joint Stipulation of Dismissal of the Defendants from the Civil Action pursuant to Rule 41(a)(1) as to the claims asserted in that action against the Defendants. Such dismissal shall be: (a) with prejudice to the Relator and the United States as to the Covered Conduct; (b) without prejudice to the United States, as to all other claims or allegations in the Civil Action; and (c) exclude any individual claims brought against Defendants by Relator and not released per Paragraphs 4 and 6.

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

24. 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.

25. This Agreement is governed by the laws of the United States. The exclusive jurisdiction and venue for any dispute relating to this Agreement is the United States District Court for the District of New Jersey. For purposes of construing this Agreement, this Agreement shall be deemed to have been drafted by all Parties to this Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

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

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

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


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


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

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

32. Facsimiles and electronic transmissions of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

THE UNITED STATES OF AMERICA

DATED: 6/13/17 BY: 
ANDREW A. CAFFREY, III
Assistant United States Attorneys
District of New Jersey

APPROVED: 
JACOB T. ELBERG
Chief, Health Care and Government Fraud Unit
United States Attorney's Office
District of New Jersey

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

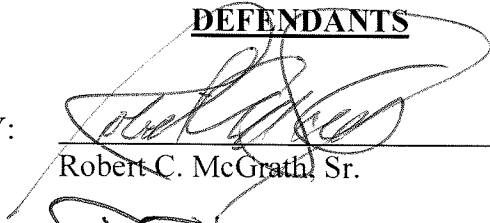
THE UNITED STATES OF AMERICA


DATED: _____ BY: _____
ANDREW A. CAFFREY, III
Assistant United States Attorneys
District of New Jersey

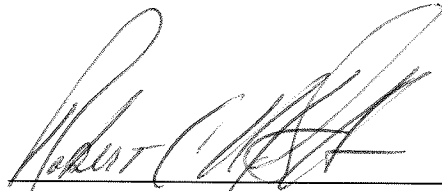
APPROVED: _____
JACOB T. ELBERG
Chief, Health Care and Government Fraud Unit
United States Attorney's Office
District of New Jersey

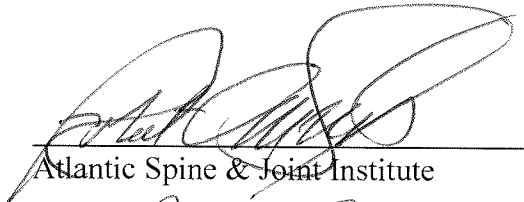
DATED: 6/13/17 BY: Lisa M. Re
LISA M. RE
Assistant Inspector General for Legal Affairs
Office of Counsel to the Inspector General
Office of Inspector General
United States Department of Health and Human Services


DEFENDANTS

DATED: 6/12/17 BY: 
Robert C. McGrath, Sr.

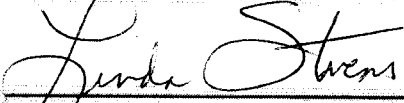
DATED: 6/13/17 BY: 
Perry Primavera
Law Offices of Perry Primavera, LLC
21 Main Street
Court Plaza South, East Wing, Suite 305
Hackensack, NJ 07601
Counsel for Robert C. McGrath, Sr.


DATED: 6/12/17 BY: 
Robert C. McGrath, Jr.

DATED: 6/12/17 BY: 
Atlantic Spine & Joint Institute
Name: ROBERT C. MCGRATH
Title: PARTNER

DATED: 6/13/17 BY: 
Riza I. Dagli
Brach Eichler LLC
101 Eisenhower Parkway
Roseland, NJ 07068
Counsel for Robert C. McGrath, Jr. and Atlantic Spine & Joint Institute

LINDA STEVENS - RELATOR

DATED: 6/2/17 BY: 
Linda Stevens

DATED: 5/31/17 BY: 
Brian J. McCormick, Jr.
Ross Feller Casey, LLP
One Liberty Place
1650 Market St., Suite 3450
Philadelphia, PA 19103
Counsel for Linda Stevens