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**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

UNITED STATES OF AMERICA *et al. ex rel.* ALLISON  
LYNES and JEFFREY ZUCKERMAN,

Plaintiff and Relator,

-against-

THE RADIOLOGY GROUP LLC AND ANAND  
LALAJI,

Defendants.

UNITED STATES OF AMERICA,

Plaintiff-Intervenor,

-against-

THE RADIOLOGY GROUP LLC AND ANAND  
LALAJI,

Defendants.

19 Civ. 3542 (AT)

**STIPULATION AND ORDER OF SETTLEMENT AND DISMISSAL**

WHEREAS, this Stipulation and Order of Settlement and Dismissal (“Stipulation”) is entered into by and among (i) plaintiff the United States of America (the “Government” or “United States”), by its attorney, Damian Williams, the United States Attorney for the Southern District of New York, and on behalf of the Office of Inspector General for the Department of Health and Human Services (“OIG-HHS”), the Defense Health Agency (“DHA”), acting on behalf of the TRICARE program (“TRICARE”), and the Department of Veterans Affairs (the “VA”) (ii) the relators Allison Lynes and Jeffrey Zuckerman (collectively “Relators”), by their authorized representatives; and (iii) defendants The Radiology Group LLC (“The Radiology Group”) and

Anand Lalaji (collectively, “Defendants,” and collectively with the Government and Relators, the “Parties”), by their authorized representatives;

WHEREAS, The Radiology Group is a company headquartered in Atlanta, Georgia, that provides teleradiology services to hospitals, urgent care centers, and primary care physician offices throughout the United States;

WHEREAS, Dr. Anand Lalaji is the CEO and co-owner of The Radiology Group;

WHEREAS, on or about April 22, 2019, Relators filed a complaint under the *qui tam* provisions of the False Claims Act (“FCA”), 31 U.S.C. § 3729 *et seq.*, against Defendants, alleging, *inter alia*, that Defendants violated the FCA and comparable state false claims laws by misrepresenting the identities of radiologists who performed services billed to Federal healthcare programs and by seeking reimbursement from Federal healthcare programs for radiology interpretations that had not been reviewed by U.S.-based radiologists (the “Relators Complaint”);

WHEREAS, the United States alleges that, from April 1, 2013, to July 31, 2019 (the “Covered Period”), The Radiology Group and Lalaji violated the FCA by knowingly submitting and/or causing the submission of false claims for payment to Federal healthcare programs for radiology services that: (1) were not rendered by the radiologist listed by The Radiology Group as the rendering provider in the claim for reimbursement; (2) were not furnished by a U.S.-based credentialed radiologist because The Radiology Group’s radiologist just “rubber stamped” radiology interpretations that were performed by persons located in India who were not U.S.-licensed physicians or providers enrolled in any federal healthcare programs; and/or (3) were furnished entirely by persons located outside of the United States. The conduct described in this Paragraph is the “Covered Conduct” for purposes of this Stipulation;

WHEREAS, contemporaneous with the filing of this Stipulation, the Government is filing a Notice of Election to Intervene and a Complaint-In-Intervention in the above-referenced *qui tam*

action (the “Government Complaint”), in which it asserts claims against Defendants under the FCA and common law for the Covered Conduct;

WHEREAS, Defendants intend to enter into separate settlement agreements (the “State Settlements”) with various states that participate in Medicaid (the “States”) – including states named as co-plaintiffs in the Relators Complaint – to resolve claims under state laws for the Covered Conduct, and have agreed to pay a total of \$421,612.79 to the States pursuant to the State Settlements; and

WHEREAS, the Parties have, through this Stipulation, reached a mutually agreeable resolution addressing the claims asserted against Defendants in the Government Complaint for the Covered Conduct and in the Relators Complaint for the Covered Conduct;

WHEREAS, contemporaneous with the filing of this Stipulation, Relators are filing a Partial Notice of Voluntary Dismissal, in which the Relators are dismissing, with prejudice, their claims against Defendants that are not encompassed by the Covered Conduct, without prejudice to any rights or claims possessed by the Government with respect to those claims;

NOW, THEREFORE, upon the Parties’ agreement, IT IS HEREBY ORDERED that:

**TERMS AND CONDITIONS**

1. The Parties agree that this Court has subject matter jurisdiction over this action and consent to this Court’s exercise of personal jurisdiction over each of them.
2. Defendants admit, acknowledge and accept responsibility for the following conduct:
  - a. The Radiology Group is a teleradiology company that provides remote diagnostic radiology services to hospitals, urgent care centers, and primary care physician centers (the “Healthcare Providers”) throughout the United States. Lalaji is the CEO and co-owner of The Radiology Group. During the Covered Period, The Radiology Group submitted claims for reimbursement to Federal healthcare programs for diagnostic radiology services.

- b. Diagnostic radiology involves the diagnosis of diseases and injuries using imaging techniques, such as by Computed Tomography scans (“CT scans”), Magnetic Resonance Imaging (“MRI scans”) and ultrasounds. A radiologist must review the images generated by the scan to generate a written report summarizing their findings (an “Interpretation Report”). Radiology images are arranged in a “stack” that permit a radiologist to scroll through such images and review them. A CT scan may have anywhere from fifty to over a thousand images in a stack and the radiologist must review the relevant images, while an MRI scan may have hundreds of such images.
- c. After administering the scans, the Healthcare Providers transmitted images to The Radiology Group. Using online-based teleradiology platforms, The Radiology Group employees and contractors reviewed the images and prepared Interpretation Reports that were sent to the Healthcare Providers. Defendants knew that the Healthcare Providers relied on the Interpretation Reports when diagnosing patient conditions and when making important decisions regarding patient medical care.

Insufficient Processes for Approving Interpretation Reports

- d. The Radiology Group contracted with companies based in India to conduct initial reviews of the imaging transmitted by Healthcare Providers and to prepare Interpretation Reports. Defendants knew that the individuals in India who furnished these services were not licensed as board certified radiologists in the United States and were not permitted to practice medicine in the United States or bill Federal healthcare programs.
- e. The Radiology Group employed U.S.-based and licensed radiologists who were enrolled in Federal healthcare programs and who were supposed to conduct an independent and separate review of the images, review the Interpretation Reports prepared by the individuals in India, and make any necessary changes to the report before it was transmitted to the Healthcare Provider. The Interpretation Reports were signed by the U.S.-based radiologist, who was responsible for the Interpretation Report’s content.
- f. Defendants knew that they could not bill Federal healthcare programs for the radiology services unless a U.S.-based and licensed radiologist reviewed all of the images associated with the scan, reviewed the Interpretation Report prepared by the individual in India, and made any necessary changes to the Interpretation Report. However, there were some instances when this did not occur.
- g. For example, The Radiology Group employed a U.S.-based radiologist (“Radiologist A”) who repeatedly approved Interpretation Reports prepared by non-licensed individuals in India without reviewing relevant images associated with the scan, and without conducting any meaningful review of the report or properly considering whether any changes needed to be made

to it. Radiologist A approved, signed, and transmitted to Healthcare Providers over 100,000 Interpretation Reports during the Covered Period.

- h. Radiologist A also frequently approved, in under thirty seconds, Interpretation Reports prepared by persons in India involving CT scans. For example, in December 2017, Radiologist A approved, in under 16 seconds, an Interpretation Report prepared by an individual in India of a CT scan of the abdomen and pelvis. It was not possible for Radiologist A to have reviewed all of the images associated with that CT scan and properly considered whether any changes should have been made to the Interpretation Report in fewer than 16 seconds.
- i. Beginning in 2017 as part of its compliance efforts, Defendants began to internally track the amount of time radiologists spent reviewing images and Interpretation Reports. Defendants' review identified Radiologist A's turn-around times as "notably short," particularly with respect to MRI and CT studies. In October 2017, The Radiology Group advised Radiologist A to achieve "more realistic [turn-around times.]" However, Radiologist A continued to approve and sign Interpretations Reports prepared by individuals in India without engaging in any meaningful review. Therefore, Defendants failed to ensure that their U.S.-based radiologists were conducting a meaningful and adequate review of the draft interpretations of scans prepared by the non-licensed contractors in India.
- j. The Radiology Group's radiologists could also document critical findings for Healthcare Providers by "tagging" the accompanying report as critical on the online-based platform. The Radiology Group's contractors in India did not have the capacity to apply the "critical tag," which was the responsibility of the U.S.-based reviewing radiologist. Healthcare Providers repeatedly complained to The Radiology Group that Radiologist A had not applied the critical tag when necessary. Defendants failed to ensure that Radiologist A appropriately tagged critical findings.

#### Misrepresenting the Rendering Provider

- k. Defendants understood that they were prohibited by Federal healthcare program rules from submitting claims for reimbursement for radiology services if the radiologist listed as the rendering provider on the claim for reimbursement had not actually rendered the services.
- l. Nonetheless, on numerous occasions, Defendants submitted claims to Federal healthcare programs where the radiologist who reviewed and interpreted the imaging was someone other than the individual listed on the claim. For example, The Radiology Group frequently submitted claims to Federal healthcare programs that listed Lalaji as the rendering provider when, in fact, Lalaji had not performed the billable diagnostic radiology services for which reimbursement was sought. At the time of the submission of these claims, Defendants knew or should have known that Lalaji had not,

in fact, rendered the billable diagnostic radiology services for which reimbursement was sought.

Billing for Services Rendered Outside United States

- m. Defendants understood that Medicare did not pay for medical services rendered by individuals located outside of the United States.
- n. Nonetheless, on numerous occasions, Defendants submitted claims to Medicare for diagnostic radiology services rendered in the United Kingdom by a radiologist employed by The Radiology Group who lived there. The Radiology Group submitted claims to Federal healthcare programs that listed Lalaji as the rendering provider when, in fact, the U.K.-based radiologist had performed the diagnostic radiology services for which reimbursement was sought.
- o. Defendants knew that the U.K.-based radiologist had rendered the corresponding diagnostic radiology services outside of the United States at the time the claims were submitted.

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- p. As a result of the above-referenced conduct, The Radiology Group received reimbursements from the Federal healthcare programs for teleradiology service claims that did not comply with those programs' billing rules.

3. Defendants shall be jointly and severally liable to pay to the Government the sum of \$2,678,387.21 (the "Settlement Amount") in installments as set forth below. Defendants shall make the below-referenced payments in accordance with instructions to be provided by the Financial Litigation Unit of the United States Attorney's Office for the Southern District of New York. Of the Settlement Amount, \$1,339,193.61 constitutes restitution to the United States.

- a. Within fourteen (14) business days of the Effective Date (defined below in Paragraph 32), Defendants shall pay the Government the sum of \$592,454.38, plus interest compounded annually at a rate of 4.75% accruing from May 26, 2023.
- b. On or before June 30, 2024, Defendants shall pay the Government the sum of \$160,456.38, plus interest compounded annually at a rate of 4.75% accruing from May 26, 2023.

- c. On or before September 30, 2024, Defendants shall pay the Government the sum of \$160,456.38, plus interest compounded annually at a rate of 4.75% accruing from May 26, 2023.
- d. On or before December 31, 2024, Defendants shall pay the Government the sum of \$160,456.38, plus interest compounded annually at a rate of 4.75% accruing from May 26, 2023.
- e. On or before March 30, 2025, Defendants shall pay the Government the sum of \$160,456.38, plus interest compounded annually at a rate of 4.75% accruing from May 26, 2023.
- f. On or before June 30, 2025, Defendants shall pay the Government the sum of \$160,456.38, plus interest compounded annually at a rate of 4.75% accruing from May 26, 2023.
- g. On or before September 30, 2025, Defendants shall pay the Government the sum of \$160,456.38, plus interest compounded annually at a rate of 4.75% accruing from May 26, 2023.
- h. On or before December 31, 2025, Defendants shall pay the Government the sum of \$160,456.38, plus interest compounded annually at a rate of 4.75% accruing from May 26, 2023.
- i. On or before March 30, 2026, Defendants shall pay the Government the sum of \$160,456.38, plus interest compounded annually at a rate of 4.75% accruing from May 26, 2023.
- j. On or before June 30, 2026, Defendants shall pay the Government the sum of \$160,456.38, plus interest compounded annually at a rate of 4.75% accruing from May 26, 2023.

- k. On or before September 30, 2026, Defendants shall pay the Government the sum of \$160,456.38, plus interest compounded annually at a rate of 4.75% accruing from May 26, 2023.
- l. On or before December 31, 2026, Defendants shall pay the Government the sum of \$160,456.38, plus interest compounded annually at a rate of 4.75% accruing from May 26, 2023.
- m. On or before March 30, 2027, Defendants shall pay the Government the sum of \$160,456.38, plus interest compounded annually at a rate of 4.75% accruing from May 26, 2023.
- n. On or before June 30, 2027, Defendants shall pay the Government the sum of \$160,456.38, plus interest compounded annually at a rate of 4.75% accruing from May 26, 2023.

4. Defendants shall execute and agree to the entry of a consent judgment in favor of the Government and against Defendants in the amount of \$2,678,387.21, a copy of which is attached hereto as Exhibit A (the "Consent Judgment"). The Government may use the Consent Judgment to obtain a security interest in any asset or property of Defendants, but shall not engage in other collection activity with respect to the Consent Judgment so long as Defendants fully comply with the terms of this Stipulation. Should Defendants comply fully with the payment schedule set forth in Paragraph 3 above as well as the other terms of this Stipulation, the Consent Judgment shall be deemed to be satisfied in full and, upon Defendants' request, the Government shall file with the Clerk of the Court and deliver to Defendant a Full Satisfaction of Judgment. In the event that Defendant fully pays the Settlement Amount earlier than as provided in the payment schedule set forth in Paragraph 3 above, and fully complies with all other terms of the Stipulation, the Consent Judgment shall be deemed to be satisfied in full and, upon



Defendants' request, the Government shall file with the Clerk of the Court and deliver to Defendant a Full Satisfaction of Judgment. Should Defendant fail to comply fully with the payment schedule set forth in Paragraph 3 above or any other term of this Stipulation, Defendant shall be in default of this Stipulation, in which case the Government may take any of the actions set forth in Paragraphs 11 and 12 below.

5. Defendants agree to cooperate fully and truthfully with the Government's investigation of entities and individuals not released in this Stipulation. Upon reasonable notice, Defendants shall encourage, and agree not to impair, the cooperation of its 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 Government, 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 on their behalf by another.

6. Subject to the exceptions in Paragraph 8 (concerning reserved claims), Paragraphs 11 and 12 (concerning default), and Paragraph 17 (concerning bankruptcy proceedings), and Paragraph 18 (concerning disclosure of financial information) below, and conditioned upon Defendants' full compliance with the terms of this Stipulation, including full payment of the Settlement Amount to the Government pursuant to Paragraph 3 above, the Government releases Defendants, including their subsidiaries and corporate predecessors, successors and assigns, from any civil or administrative monetary claim that the Government has for the Covered Conduct under the FCA, the Civil Monetary Penalties Law, 42 U.S.C. § 1320a-7a, the Program Fraud Civil Remedies Act, 31 U.S.C. § 3801-3812, and the common law theories of fraud, payment by mistake, and unjust enrichment. For avoidance of doubt, this Stipulation does not release any current or

former officers, directors, employees, or agents of Defendants from liability of any kind, other than Lalaji.

7. Defendants fully and finally release the Government, its agencies, officers, employees, servants, and agents 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 Government, its agencies, officers, employees, servants, or agents related to the Covered Conduct and the Government's investigation, prosecution and settlement thereof.

8. Notwithstanding the releases given in Paragraph 6 above, or any other term of this Stipulation, the following claims of the Government are specifically reserved and are not released by this Stipulation:

- a. any liability arising under Title 26, United States Code (Internal Revenue Code);
- b. any criminal liability;
- c. except as explicitly stated in this Stipulation, any administrative liability or enforcement right, including but not limited to mandatory or permissive exclusion from federal healthcare programs (as defined in 42 U.S.C. § 1320a-7b(f)) under 42 U.S.C. § 1320a-7(a) (mandatory exclusion) or 42 U.S.C. § 1320a-7(b) (permissive exclusion);
- d. any liability to the Government (or its agencies) for any conduct other than the Covered Conduct;
- e. any liability based upon obligations created by this Stipulation; and
- f. any liability of individuals, except Lalaji.

9. Subject to the exceptions in Paragraph 8 (concerning reserved claims), Paragraphs 11 and 12 (concerning default), Paragraph 17 (concerning bankruptcy proceedings), and Paragraph 18 (concerning disclosure of financial information) below, and conditioned on timely payment by

Defendants of the full Settlement Amount pursuant to Paragraph 3 above, Relators, for themselves and their heirs, successors, attorneys, agents, and assigns, release Defendants, including their subsidiaries and corporate predecessors, successors, and assigns, as well as all of Defendants' current and former officers, directors, employees, attorneys, and other agents, from any and all manner of claims, proceedings, liens, and causes of action of any kind or description that Relators have against Defendants related or arising from the Relators Complaint, provided, however, that nothing in this Stipulation shall preclude Relators from seeking to recover their reasonable expenses and attorneys' fees and costs pursuant to 31 U.S.C. § 3730(d) and analogous provisions of state law.

10. In consideration of the execution of this Stipulation by Relators and the Relators' release as set forth in Paragraph 9 above, Defendants, including their subsidiaries, predecessors, and corporate successors and assigns, as well as all of their current and former officers, directors, employees, attorneys, and other agents, releases Relators and their heirs, successors, attorneys, agents, and assigns, from any and all manner of claims, proceedings, liens, and causes of action of any kind or description that Defendants have against Relators related to or arising from the Relators Complaint.

11. Defendants shall be in default of this Stipulation if Defendants fail to make the required payments set forth in Paragraph 3 above on or before the due date for such payment, or if they fail to comply materially with any other term of this Stipulation that applies to them ("Default"). The Government shall provide written notice to Defendants of any Default in the manner set forth in Paragraph 31 below. Defendants shall then have an opportunity to cure the Default within seven (7) calendar days from the date of receipt of the Notice of Default by making the payment due and paying any additional interest accruing under the Stipulation up to the date of payment. If Defendants fail to cure the Default within seven (7) calendar days of receiving

the Notice of Default (“Uncured Default”), 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). In the event of an Uncured Default, the United States may initiate a collection action or take any other action with respect to the unpaid portion of the amount specified in the Consent Judgment attached hereto as Exhibit A. Defendants also agree that the United States, at its sole discretion, may (i) retain any payments previously made, rescind this Stipulation, and reinstate the claims asserted against Defendants in the Government Complaint, 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 in Paragraph 6, with any recovery reduced by the amount of any payments previously made by Defendants to the United States under this Stipulation; (ii) take any action to enforce this Stipulation in a new action or by reinstating the Government Complaint; (iii) offset the remaining unpaid balance from any amounts due and owing to Defendants and/or affiliated companies by any department, agency, or agent of the United States at the time of Default or subsequently; and/or (iv) exercise any other right granted by law, or under the terms of this Stipulation, 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. In the event that the United States opts to rescind this Stipulation pursuant to this paragraph, Defendants waive and agree 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 (i) are filed by the United States against Defendants within 120 days of written notification that

this Stipulation has been rescinded, and (ii) relate to the Covered Conduct, except to the extent these defenses were available on April 22, 2019. Defendants agree 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.

12. In the event of an 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, Defendants wish 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 Stipulation or otherwise available.

13. Defendants, having truthfully admitted to the conduct set forth in paragraph 2 hereof (the “Admitted Conduct”), agree that they shall not, through their attorneys, agents, officers, or employees, make any public statements, including but not limited to, any statements in a press release, social media forum, or website, that contradicts or is inconsistent with the Admitted Conduct or suggests that the Admitted Conduct is not wrongful (a “Contradictory Statement”). Any Contradictory Statement by Defendants, their attorneys, agents, officers, or employees, shall constitute a violation of this Stipulation, thereby authorizing the Government to pursue any of the remedies set forth in Paragraph 11 of this Stipulation, or seek other appropriate relief from the

Court. Before pursuing any remedy, the Government shall notify Defendants that they have determined that Defendants have made a Contradictory Statement. Upon receiving notice from the Government, Defendants may cure the violation by repudiating the Contradictory Statement in a press release or other public statement within four business days. If Defendants learn of a potential Contradictory Statement by its attorneys, agents, officers, or employees, Defendants must notify the Government of the statement within 24 hours. The decision as to whether any statement constitutes a Contradictory Statement or will be imputed to Defendants for the purpose of this Stipulation, or whether Defendants adequately repudiated a Contradictory Statement to cure a violation of this Stipulation, shall be within the sole discretion of the Government. Consistent with this provision, Defendants may raise defenses and/or assert affirmative claims or defenses in any proceeding brought by private and/or public parties, so long as doing so would not contradict or be inconsistent with the Admitted Conduct.

14. Relators and their heirs, successors, attorneys, agents, and assigns shall not object to this Stipulation; Relators further agree and affirm that the terms of this Stipulation are fair, adequate, and reasonable under all the circumstances, pursuant to 31 U.S.C. § 3730(c)(2)(B).

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

16. Defendants waive and shall not assert any defense 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 Stipulation bars a remedy sought in such criminal prosecution or administrative action.

17. In exchange for valuable consideration provided in this Stipulation, Defendants acknowledge the following:

- a. Defendants have reviewed their financial situation and warrant that they 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 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 Defendants, within the meaning of 11 U.S.C. § 547(c)(1), and the Parties conclude that these mutual promises, covenants, and obligations do, in fact, constitute such a contemporaneous exchange.
- c. The mutual promises, covenants, and obligations set forth herein are intended by the Parties to, and do in fact, constitute a reasonably equivalent exchange of value.
- d. The Parties do not intend to hinder, delay, or defraud any entity to which Defendants were or became indebted on or after the date of any transfer contemplated in this Stipulation, within the meaning of 11 U.S.C. § 548(a)(1).
- e. If Defendants' obligations under this Stipulation 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, Defendants or a third party commence a case, proceeding, or other action under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors seeking any order for relief of Defendants' debts, or to adjudicate

Defendants as bankrupt or insolvent, or seeking appointment of a receiver, trustee, custodian, or other similar official for Defendants or for all or any substantial part of Defendants' assets:

- (1) the United States may rescind the releases in this Stipulation 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 6;
  - (2) the United States has an undisputed, noncontingent, and liquidated allowed claim against Defendants in the amount of \$2,599,035.11, less any payments received pursuant to the Stipulation, provided, however, that such payments are not otherwise avoided and recovered from the United States by Defendants, a receiver, trustee, custodian, or other similar official for Defendants; and
  - (3) if any payments are avoided and recovered by Defendants, a receiver, trustee, custodian, or similar official for Defendants, Relators shall, within thirty days of written notice from the United States to the undersigned Relators' counsel, return any portions of such payments already paid by the United States to Relators.
- f. Defendants agree that any civil and/or administrative claim, action, or proceeding brought by the United States under Paragraph 17(e) above 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. Defendants 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). Defendants waive and shall not plead, argue, or otherwise raise any defense 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 Defendants that the releases have been rescinded pursuant to this paragraph, except to the extent such defenses were available on April 22, 2019.

18. Defendants have 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 Stipulation. Defendants warrant that the Financial Disclosures are complete, accurate, and current. If the United States learns of asset(s) in which Defendants have an interest at the time of the execution of this Stipulation that were not disclosed in the Financial Disclosures, or if the United States learns of any false statement or misrepresentation by Defendants on, or in connection with, the Financial Disclosures, and if such nondisclosure, false statement, or misrepresentation changes the estimated net worth of Defendant as reflected in the Financial Disclosures by \$75,000 or more, the United States may at its option: (a) rescind this Stipulation and reinstate its lawsuit based on the Covered Conduct, or (b) let the Stipulation stand and collect the full Settlement Amount plus one hundred percent (100%) of the net value of Defendant’s previously undisclosed assets. Defendants 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

Stipulation, 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 Defendant that this Stipulation has been rescinded, and (b) relate to the Covered Conduct, except to the extent these defenses were available on April 22, 2019.

19. 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), any TRICARE or VA carrier, or any state payer related to the Covered Conduct; and Defendants agree not to resubmit to any Medicare contractor, any TRICARE or VA carrier, 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.

20. 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-6; and the regulations and official program directives promulgated thereunder) incurred by or on behalf of Defendants, including their present or former officers, directors, employees, and agents in connection with:

- (1) the matters covered by this Stipulation;

- (2) the Government's audit(s) and civil investigation(s) of matters covered by this Stipulation;

(3) Defendants' investigation, defense, and corrective actions undertaken in response to the Government's audit(s) and civil investigation(s) in connection with matters covered by this Stipulation (including attorneys' fees);

(4) the negotiation and performance of this Stipulation; and

(5) any payment Defendants make to the Government pursuant to this Stipulation and any payment Defendants may make to Relators, including expenses, costs and attorneys' fees.

are unallowable costs for government contracting purposes and under the Medicare Program, Medicaid Program, TRICARE Program, and 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: Within ninety (90) days of the Effective Date of this Stipulation, Defendants shall identify to applicable Medicare and TRICARE fiscal intermediaries, carriers, and/or contractors, and to Medicaid and FEHBP fiscal agents, any Unallowable Costs (as defined in this Paragraph) included in payments previously sought by

Defendants 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 Government, 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 Government pursuant to the direction of the Department of Justice and/or the affected agencies. The Government, including the Department of Justice and/or the affected agencies, reserves its right to audit, examine, or re-examine Defendants' books and records and 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 Stipulation shall constitute a waiver of the rights of the Government 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.

21. This Stipulation 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 as otherwise provided herein.

22. Each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Stipulation; provided, however, nothing in this Stipulation shall preclude Relators from seeking to recover their expenses or attorneys' fees and costs from Defendants, pursuant to 31 U.S.C. § 3730(d).

23. Any failure by the Government to insist upon the full or material performance of any of the provisions of this Stipulation shall not be deemed a waiver of any of the provisions hereof, and the Government, notwithstanding that failure, shall have the right thereafter to insist upon the full or material performance of any and all of the provisions of this Stipulation.

24. This Stipulation is governed by the laws of the United States. The exclusive jurisdiction and venue for any dispute relating to this Stipulation is the United States District Court for the Southern District of New York.

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

26. This Stipulation constitutes the complete agreement between the Parties with respect to the subject matter hereof. This Stipulation may not be amended except by written consent of the Parties. No prior agreements, oral representations or statements shall be considered part of this Stipulation.

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

28. This Stipulation is binding on Defendants' successors, transferees, heirs, and assigns.

29. This Stipulation is binding on Relators' successors, transferees, heirs, and assigns.

30. This Stipulation may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Stipulation. E-mails that attach signatures in PDF form or facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Stipulation.

31. Any notice pursuant to this Stipulation shall be in writing and shall, unless expressly provided otherwise herein, be delivered by hand, express courier, or e-mail transmission followed by postage-prepaid mail, and shall be addressed as follows:

TO THE UNITED STATES:

Charles Jacob  
Assistant United States Attorney  
86 Chambers Street, Third Floor  
New York, New York 10007  
charles.jacob@usdoj.gov

TO DEFENDANTS:

Edgar Bueno  
Nelson Mullins  
Atlantic Station  
201 17th Street NW  
Suite 1700  
Atlanta, GA 30363  
edgar.bueno@nelsonmullins.com

TO RELATORS:

Alex Kriegsman  
Kriegsman PC  
279 Main St.  
Sag Harbor, NY 11963  
alex@kriegsmanpc.com

32. The effective date of this Stipulation is the date upon which it is approved by the Court (the “Effective Date”).

Agreed to by:

**THE UNITED STATES**

Dated: New York, New York  
March 26, 2024

DAMIAN WILLIAMS  
United States Attorney for the  
Southern District of New York

By:



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CHARLES S. JACOB  
Assistant United States Attorney  
86 Chambers Street, Third Floor  
New York, New York 10007  
Tel.: (212) 637-2725  
*Attorney for the Government*

**DEFENDANT THE RADIOLOGY GROUP LLC**

Dated: March 20, 2024

THE RADIOLOGY GROUP LLC

By: Anand Lalaji  
Anand Lalaji, CEO

NELSON MULLINS

DocuSigned by:

By: Edgar Bueno  
D:1AA39A89DCE486...

Edgar Bueno  
Nelson Mullins  
Atlantic Station  
201 17th Street NW  
Suite 1700  
Atlanta, GA 30363  
edgar.bueno@nelsonmullins.com

*Attorneys for Defendant The Radiology Group LLC*



**DEFENDANT ANAND LALAJI**

Dated: March 20, 2024

ANAND LALAJI

*Anand Lalaji*

\_\_\_\_\_  
Anand Lalaji

NELSON MULLINS

DocuSigned by:

*Edgar Bueno*

By: \_\_\_\_\_

D:1AA39A99DCE4B8...

Edgar Bueno  
Nelson Mullins  
Atlantic Station  
201 17th Street NW  
Suite 1700  
Atlanta, GA 30363  
edgar.bueno@nelsonmullins.com

*Attorneys for Defendant Anand Lalaji*

**RELATORS**

Dated: March 22, 2024

DocuSigned by:  
Jeffrey Zuckerman  
741B2EEF8DB34EA  
JEFFREY ZUCKERMAN  
*Relator*

Dated: March 20, 2024

DocuSigned by:  
[Signature]  
11DAE0B39A80450  
ALLISON LYNES  
*Relator*

Dated: March 22, 2024

KRIEGSMAN, P.C.  
By: [Signature]  
Alex Kriegsmann  
Kriegsmann PC  
279 Main St.  
Sag Harbor, NY 11963  
alex@kriegsmannpc.com  
*Attorneys for Relators*

SO ORDERED **SO ORDERED:**

Dated: March 27, 2024

New York, New York

[Signature]  
HON. ANALISA TORRES  
UNITED STATES DISTRICT JUDGE  
ANALISA TORRES  
United States District Judge

Dated: \_\_\_\_\_, 2023