

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF KENTUCKY  
LOUISVILLE DIVISION**

UNITED STATES OF AMERICA )  
 )  
 Plaintiff, )  
 )  
 v. )  
 )  
 MD2U HOLDING COMPANY; )  
 )  
 MD2U, PLLC; )  
 )  
 MD2U KENTUCKY, LLC; )  
 )  
 MD2U INDIANA, LLC; )  
 )  
 MD2U FLORIDA, LLC; )  
 )  
 MD2U OHIO, LLC; )  
 )  
 MD2U LOUISIANA, LLC; )  
 )  
 MD2U NORTH CAROLINA, LLC; )  
 )  
 MD2U TENNESSEE, LLC; )  
 )  
 MD2U WEST VIRGINIA, LLC; )  
 )  
 MD2U MANAGEMENT, LLC; )  
 )  
 MD2U FRANCHISING, LLC; )  
 )  
 MD2U IAH, LLC; )  
 )  
 J. MICHAEL BENFIELD, M.D.; )  
 )  
 GREG LATTA; AND )  
 )  
 KAREN LATTA )  
 )  
 Defendants. )  
 )  
 \_\_\_\_\_ )

Civil Action No. \_\_\_\_\_

**STIPULATION AND ORDER**

WHEREAS, the United States of America, on behalf of the Office of Inspector General (OIG-HHS) of the Department of Health and Human Services (HHS) (United States) commenced this action by filing a complaint in this Court (the “Complaint”) against J. Michael Benfield, M.D.; Greg Latta; and Karen Latta (collectively referred to as the “Individual Defendants”) and MD2U Indiana, LLC; MD2U, PLLC; MD2U Florida, LLC; MD2U Kentucky, LLC; MD2U Ohio, LLC; MD2U Louisiana, LLC; MD2U North Carolina, LLC; MD2U Tennessee, LLC; MD2U West Virginia, LLC; MD2U Management, LLC; MD2U Franchising, LLC; MD2U IAH, LLC; and MD2U Holding Company (collectively referred to as “MD2U” or the “Corporate Defendants”) under the False Claims Act;

WHEREAS the United States contends that the Corporate Defendants and the Individual 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) and the Railroad Retirement Medicare Program administered under the Railroad Retirement Act of 1974, 45 U.S.C. §§ 231-231v, by the United States Railroad Retirement Board (Medicare and the Railroad Retirement Medicare Program shall hereinafter be collectively referred to as the “Government Health Care Programs”) arising from the Corporate Defendants and the Individual Defendants (1) knowingly submitting or causing the submission of false or fraudulent claims to the Government Health Care Programs; (2) knowingly making, using, or causing to be made or used, false records or statements to get false or fraudulent claims to the Government Health Care Programs allowed; and (3) conspiring to defraud the Government Health Care Programs by getting a false or fraudulent claims allowed or paid;

WHEREAS, the United States contends that it has certain civil claims against the Individual Defendants and Corporate Defendants (the Individual Defendants and Corporate Defendants will collectively be referred to herein as “Defendants”) under the False Claims Act,

codified at 31 U.S.C. §§ 3729-3733, as articulated in the Complaint, for the following conduct between July 1, 2007, through November 30, 2014:

- (a) The United States contends the Defendants knowingly submitted or caused others to submit false and otherwise fraudulent claims to the Government Health Care Programs and billed the Government Health Care Programs for the highest level Evaluation and Management code, CPT codes 99337 and 99350, when providing services to established patients of the Government Health Care Programs;
- (b) The United States contends the Defendants up-coded its patient visits, or caused others to up-code patient visits, to the highest level E&M code (CPT codes 99337 and 99350) when it was not warranted;
- (c) The United States contends the Defendants embellished and fabricated, or caused others to embellish and fabricate, patient medical records, including the homebound or home-limited status of MD2U's patients, in order to justify billing the Government Health Care Programs for CPT codes 99337 and 99350; and
- (d) The United States contends the Defendants either performed, or caused others to perform, medically unnecessary visits on beneficiaries of the Government Health Care Programs.

Said conduct is hereinafter referred to as the "Covered Conduct".

WHEREAS, the United States seeks damages and civil penalties against Defendants under the False Claims Act, 31 U.S.C. §§ 3729-3733; and

WHEREAS, the parties desire to reach a full and final settlement and compromise of the claims that the United States asserts against Defendants by entering into this stipulation of settlement (the "Stipulation");

NOW, THEREFORE, it is hereby ORDERED as follows:

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1331.
2. Defendants admit that they violated the False Claims Act, 31 U.S.C. §§ 3729-3733, by (a) making or causing others to make false statements and (b) submitting or causing others to submit false claims to the United States. Defendants admit that these actions caused damage to the United States in the amount of the Consent Judgment.
3. The Defendants, jointly and severally agree to pay the United States TWENTY-ONE MILLION FIVE HUNDRED ELEVEN THOUSAND SEVEN HUNDRED FIFTY SIX DOLLARS (\$21,511,756) (the "Consent Judgment Amount").
4. The parties agree that the Defendants may satisfy the Consent Judgment Amount by agreeing to jointly and severally pay to the United States the following:
  - a. Initial Payment: \$300,000 due within ten days from entry of the Consent Judgment;
  - b. Guaranteed Payment: \$3,000,000 to be paid over five years as follows:
    - i. \$250,000 due and payable on or before October 1, 2016;
    - ii. \$400,000 due and payable on or before July 30, 2017;
    - iii. \$700,000 due and payable in two (2) equal installments of \$350,000 due on May 1, 2018 and October 1, 2018;
    - iv. \$800,000 due and payable in two (2) equal installments of \$400,000 due on May 1, 2019 and October 1, 2019; and
    - v. \$850,000 due and payable in two (2) equal installments of \$425,000 due on May 1, 2020 and October 1, 2020;



- c. Percentage of Net Income: A percentage of the Corporate Defendants' Net Income shall be paid to the United States as follows:<sup>1</sup>
- i. 25% of the Corporate Defendants' Net Income earned in 2016 shall be paid to the United States on or before June 1, 2017;
  - ii. 35% of the Corporate Defendants' Net Income earned in 2017 shall be paid to the United States on or before June 1 2018;
  - iii. 45% of the Corporate Defendants' Net Income earned in 2018 shall be paid to the United States on or before June 1, 2019;
  - iv. 50% of the Corporate Defendants' Net Income earned in 2019 shall be paid to the United States on or before June 1, 2020; and
  - v. 50% of the Corporate Defendants' Net Income earned in 2020 shall be paid to the United States on or before June 1, 2021;
- d. Balloon Payment: Only between January 1, 2019 and June 30, 2019, Defendants may elect to satisfy their remaining financial obligations contained in Paragraphs 4(b)(iv) – (v) and 4(c)(iv) – (v) by making a single payment in the amount of SEVEN MILLION SEVEN HUNDRED THIRTY-FIVE THOUSAND NINE HUNDRED AND EIGHTEEN DOLLARS (\$7,735,918) to the United States;
- e. Restrictions on Liquidation of Equity: Until the terms of Paragraph 4(a) – (c) are fully satisfied, Defendants agree as follows:

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<sup>1</sup> "Net Income" shall mean the Corporate Defendants' total revenue less the Corporate Defendants' total expenses according to Generally Accepted Accounting Principles (GAAP) with the following exceptions: In calculating Net Income, Corporate Defendants shall be permitted to (1) include any payments made to the government under Paragraphs 4(a) and 4(b) of this Stipulation and Order as expenses in the year in which those payments are made and (2) exclude any effect of the change in value of outstanding warrants held by Canal Mezzanine Partners, LP.

- i. Any agreement to sell individual equity interest by defendants J. Michael Benfield, Greg Latta or Karen Latta (“Individual Defendants”) will entitle the United States to 50% of the gross sales proceeds or a sum equal to \$15,000,000 less the payments made as of that date under Paragraphs 4.a and 4.b of this Stipulation and Order, whichever is less, within ten (10) days following said sale;
  - ii. Defendants agree that they will provide written notice to the United States at least 30 days in advance of the sale or encumbrance of any equity interest by any Defendant. Said notice shall include all terms of the proposed transaction; and
  - iii. To the extent proceeds from the sale or encumbrance of any equity will go directly to the Corporate Defendants (as opposed to one of the Individual Defendants) for the Corporate Defendants’ operational use, then any agreement by Defendants to sell or encumber equity that only dilutes the equity interest of J. Michael Benfield, Greg Latta or Karen Latta will entitle the United States to receive 10% of the gross sales proceeds or \$15,000,000, whichever is less, within ten (10) days following said sale; and
- f. Related Party Expenses: Until the requirements of Paragraphs 4(a) – (e) are fully satisfied, Defendants agree to pay to the United States on April 1<sup>st</sup> of each year 50% of “Related Party Expenses” (as that term is defined herein). The payment due on April 1, 2017 will encompass Related Party Expenses due from the Effective Date through December 31, 2016, and each of the payments due on April 1, 2017 to April 1, 2021 will encompass Related Party Expenses due for the

preceding calendar year. "Related Party Expenses" are any amounts paid by the Corporate Defendants to or on behalf of the Individual Defendants excluding the following: (a) J. Michael Benfield's salary of \$250,000 per year; (b) Greg Latta's salary of \$125,000 per year; (c) Karen Latta's salary of \$125,000 per year; (d) any draws necessary to cover the Individual Defendants' federal and state tax liabilities, including the income taxes imposed on the monthly distributions of compensation to the Individual Defendants in the ordinary course of business; (e) health insurance premiums paid by the Corporate Defendants on behalf of the Individual Defendants; (f) any reimbursements paid to the Individual Defendants for routine business expenses such as business travel; (g) any amounts paid to the Individual Defendants to repay loans they made to the Corporate Defendants for any purpose, including amounts paid and/or distributed to J. Michael Benfield by MD2U, PLLC to reimburse him for monthly payments on a mortgage instrument whose proceeds were used to fund the Corporate Defendants' operations; and (h) an amount not to exceed \$1,650 per month (\$550 per Individual Defendant) to cover the combined cost of car leases and insurance for the Individual Defendants.

Said amounts described in this Paragraph 4(a) through (f) shall hereinafter be referred to as the "Settlement Amount."

5. Defendant shall pay the Settlement Amount by electronic funds transfer pursuant to written instructions to be provided by the United States Attorney's Office for the Western District of Kentucky.
6. Within 15 days of their filing each year, Defendants agree to provide the United States with the federal tax returns filed by the Corporate Defendants for the previous calendar

year and audited financial statements (or, if applicable, unaudited financial statements) for the preceding year.

7. When making the first monthly installment payments under Paragraph 4(c), Defendants agree to furnish written notice concerning the calculation of Net Income. If the United States disagrees with the manner in which the Net Income was calculated, then the United States shall provide written notice to the Defendants concerning said disagreement within 30 days. The Defendants shall have 15 days thereafter to correct the calculation or otherwise justify, in writing, their calculation. If the United States still disagrees with the Defendants' calculation of Net Income, then the parties agree that the United States can hire a third-party accountant of its choosing, to be paid for by the Defendants, who will calculate the Net Income and amount to be paid by the Defendants according to the schedule contained in Paragraph 4.c, above. The Defendants will fully cooperate with the third-party accountant and will timely provide documents and other information as requested by the third-party accountant. The decision of the third-party accountant shall be binding on the parties and shall not be appealed.
8. On March 1<sup>st</sup> of each year, Defendants agree to furnish written notice concerning the calculation of Related Party Expenses and the amount to be paid to the United States under Paragraph 4(f). If the United States disagrees with the manner in which the Related Party Expenses and the amount to be paid to the United States was calculated, then the United States shall provide written notice to the Defendants concerning said disagreement within 30 days. The Defendants shall have 15 days thereafter to correct the calculation or otherwise justify, in writing, their calculation. If the United States still disagrees with the Defendants' calculation of Related Party Expenses and the amount to be paid to the United States, then the parties agree that the United States can hire a third-

party accountant of its choosing, to be paid for by the Defendants, who will calculate the Related Party Expenses and the amount to be paid to the United States by the Defendants. The Defendants will fully cooperate with the third-party accountant and will timely provide documents and other information as requested by the third-party accountant. The decision of the third-party accountant shall be binding on the parties and shall not be appealed.

9. Further, in connection with the entry of this Stipulation, Defendants consent to the entry of a judgment against it and for the United States as provided in the attached Exhibit A and submitted to the Court for its approval.
10. Subject to the exceptions in Paragraph 12 (concerning excluded claims) below, and conditioned upon the Defendants' full payment of the Settlement Amount or satisfaction of the Consent Judgment, the United States will release the Defendants from any civil or administrative monetary claims 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.
11. In consideration of the obligations of Defendants in this Stipulation and the Corporate Integrity Agreement (CIA), entered into between OIG-HHS and MD2U Florida, LLC; MD2U Indiana, LLC; MD2U Kentucky, LLC; MD2U North Carolina, LLC; MD2U Ohio, LLC; MD2U Management, LLC; and the Individual Defendants (collectively referred to as the "CIA Parties"), and conditioned upon Defendants' full payment of the Settlement Amount or satisfaction of the Consent Judgment, the OIG-HHS agrees to release and refrain from instituting, directing, or maintaining any administrative action seeking exclusion from Medicare, Medicaid, and other Federal health care programs (as

defined in 42 U.S.C. § 1320a-7b(f)) against the CIA Parties under 42 U.S.C. § 1320a-7a (Civil Monetary Penalties Law) or 42 U.S.C. § 1320a-7(b)(7) (permissive exclusion for fraud, kickbacks, and other prohibited activities) for the Covered Conduct, except as reserved in this Paragraph and in Paragraph 12 (concerning excluded claims), below. The OIG-HHS expressly reserves all rights to comply with any statutory obligations to exclude Defendants from Medicare, Medicaid, and other Federal health care programs under 42 U.S.C. § 1320a-7(a) (mandatory exclusion) based upon the Covered Conduct. Nothing in this Paragraph precludes the OIG-HHS from taking action against entities or persons, or for conduct and practices, for which claims have been reserved in Paragraph 12, below.

12. Notwithstanding the release given in paragraphs 10 and 11 of this Stipulation, or any other term of this Stipulation, 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 Stipulation, any administrative liability, including mandatory 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 Stipulation;
- f. Any liability of individuals not named in this Stipulation;
- g. Any liability for express or implied warranty claims or other claims for defective or deficient products or services, including quality of goods and services;

- h. Any liability for failure to deliver goods or services due; and
- i. Any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct.

13. Defendants shall be in default of this Stipulation if they fail to make any of the payments set forth in paragraph 4 or fulfill any of the non-monetary obligations contained in paragraphs 4-9. The United States will provide written notice of the default, to be sent by first-class mail to the undersigned attorneys for Defendants. In the event Defendants fail to cure the default within fifteen (15) business days of receipt of written notice of said default, the Consent Judgment Amount shall be immediately due and payable, and interest shall accrue at the rate of 8% per annum compounded daily on the remaining unpaid principal balance, beginning fifteen (15) days after delivery of the notice of default. If the Consent Judgment Amount, with all accrued interest, is not paid in full within fifteen (15) days after delivery of the notice of default, the United States may, at its option: (a) seek to enforce the Consent Judgment; (b) seek specific performance of the Stipulation; (c) offset the remaining unpaid balance of the Consent Judgment Amount from any amounts due and owing Defendants by any department, agency or agent of the United States at the time of default; and (d) exercise any other rights granted by law, or under the terms of this Stipulation, or recognizable at common law or in equity. Defendants shall not contest any offset imposed or any collection action undertaken by the United States pursuant to this paragraph, either administratively or in any State or Federal court. In addition, Defendants shall pay the United States all reasonable costs of collection and enforcement under this paragraph, including attorney's fees and expenses. In the event that the United States opts to enforce the Consent Judgment pursuant to this paragraph, Defendants shall not 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 which relate to the Covered Conduct, except to the extent those defenses were available on the date of the filing of the complaint in this action.

14. 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 Stipulation bars a remedy sought in such criminal prosecution or administrative action. Nothing in this paragraph or any other provision of this Stipulation 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.
15. 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, and its agencies, officers, agents, employees, and servants related to the Covered Conduct and the United States' investigation and prosecution thereof.
16. Neither the Consent Judgment Amount or the Settlement Amount shall 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), TRICARE, the Railroad Retirement Medicare Program or any state payer, related to the Covered Conduct; and Defendants agree not to resubmit to any Medicare contractor, TRICARE, the Railroad Retirement Medicare Program or any state payer any



previously denied claims related to the Covered Conduct, agrees not to appeal any such denials of claims, and agrees to withdraw any such pending appeals.

17. 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, any present or former officers, directors, employees, shareholders, and agents in connection with:
  - (1) the matters covered by this Stipulation;
  - (2) the United States' audit(s) and civil investigation(s) of the matters covered by this Stipulation;
  - (3) Defendants' investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and civil and criminal investigation(s) in connection with the matters covered by this Stipulation (including attorney's fees);
  - (4) the negotiation and performance of this Stipulation;
  - (5) the payment Defendants make to the United States pursuant to this Stipulation; and
  - (6) the negotiation of, and obligations undertaken pursuant to the CIA to: (i) retain an independent review organization to perform annual reviews as described in Section III of the CIA; and (ii) prepare and submit reports to the OIG-HHS,

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). However, nothing in paragraph 17.a.(6) that may apply to the obligations undertaken pursuant to the CIA affects the status of costs that are not allowable based on any other authority applicable to Defendants.

- 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 its 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 Stipulation 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 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. 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 its subsidiaries or affiliates' cost reports, cost statements, or information reports.

- d. Nothing in this Stipulation 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.

- 18. Defendants agree to cooperate fully and truthfully with the United States' investigation of individuals and entities 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 its 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 its possession, custody, or control concerning any investigation of the Covered Conduct that it has undertaken, or that has been performed by another on its behalf.

19. 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 to the extent provided for in Paragraph 20 (waiver for beneficiaries paragraph), below.
20. Defendants agree that they waive and shall not seek payment for any of the health care billings covered by this Stipulation from any health care beneficiaries or their parents, sponsors, legally responsible individuals, or third party payors based upon the claims defined as Covered Conduct.
21. The Defendants agree that the United States will file an Abstract of the Consent Judgment, as entered by the Court, in the Jefferson County, Kentucky, Clerk's Office and with any other county clerk or other public official where the United States, at its discretion, believes the Abstract of the Consent Judgment should be filed in order to protect its interests.
22. Upon receipt of the payment(s) described in Paragraph 4, above, the United States shall promptly sign and file a Notice of Satisfaction concerning the Consent Judgment entered in this civil action.
23. Each Party shall bear their own legal and other costs incurred in connection with this matter, including the preparation and performance of this Stipulation.
24. Each party and signatory to this Stipulation represents that they freely and voluntarily enter in to this Stipulation without any degree of duress or compulsion.

25. 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 Western District of Kentucky. The parties waive any objection that any of them may now have or hereafter may have to this venue, whether concerning this Stipulation or for any related suit, action or proceeding, and consent to the jurisdiction of this Court and agree to accept and acknowledge service in any such suit, action or proceeding.
26. 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.
27. Any failure by any party to this Stipulation to insist upon the strict performance of any of the provisions of this Stipulation shall not be deemed a waiver of any of the provisions hereof, and that party, notwithstanding that failure, shall have the right thereafter to insist upon strict performance of any and all of the provisions of this Stipulation.
28. If any part of this Stipulation shall for any reason be found or held invalid or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of this Stipulation, which shall survive and be construed as if such invalid unenforceable part had not been contained herein.
29. Counsel represent and warrant that they are fully authorized to execute this Stipulation on behalf of the persons and entities indicated below.
30. This Stipulation may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Stipulation.
31. This Stipulation is binding on Defendants' successors, transferees, heirs, and assigns.

32. Any notices pursuant to this Stipulation shall be in writing and shall, unless expressly provided otherwise herein, be given by hand delivery, express courier, or facsimile transmission followed by postage prepaid mail, and shall be addressed as follows:

**IF TO THE UNITED STATES:**

Benjamin S. Schechter  
Assistant United States Attorney  
United States Attorney's Office, WDKY  
717 W. Broadway  
Louisville, Kentucky 40202  
Facsimile: (502) 625-7110

**IF TO THE DEFENDANTS:**

Michael P. Abate  
Dinsmore & Shohl, LLP  
101 South Fifth St., Suite 2500  
Louisville, KY 40202  
Facsimile: (502) 585-2207

Jennifer Kincaid Adams  
Blackburn, Domene & Burchett  
614 W. Main St., Suite 3000  
Louisville, KY 40202  
Facsimile: (502) 584-9971

33. The effective date of this Stipulation is the date upon which this Stipulation is entered by this Court (the "Effective Date").

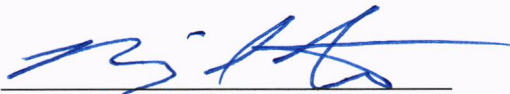
34. This Stipulation constitutes the complete agreement between the Parties. This Stipulation may not be amended except by written consent of the Parties.

AGREED TO BY THE PARTIES:

**THE UNITED STATES OF AMERICA**

JOHN E. KUHN, JR.  
United States Attorney, WDKY

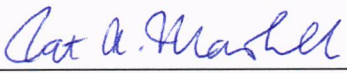
DATED: 7/7/16

BY:   
Benjamin S. Schecter  
Assistant United States Attorney

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
Robert K. DeConti  
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

DATED: \_\_\_\_\_

BY:   
Patricia A. Marshall  
Deputy Inspector General and  
General Counsel to the Inspector General  
Office of Inspector General  
Railroad Retirement Board

AGREED TO BY THE PARTIES:

THE UNITED STATES OF AMERICA

JOHN E. KUHN, JR.  
United States Attorney, WDKY

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
Benjamin S. Schecter  
Assistant United States Attorney

DATED: 7/5/16

BY: Robert K. DeConti  
Robert K. DeConti  
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

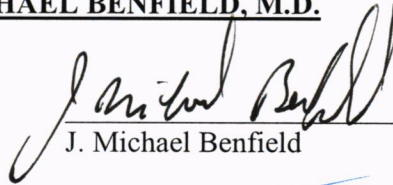
DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
Patricia A. Marshall  
Deputy Inspector General and  
General Counsel to the Inspector General  
Office of Inspector General  
Railroad Retirement Board




**J. MICHAEL BENFIELD, M.D.**

DATED: 6.26.16

  
\_\_\_\_\_  
J. Michael Benfield

DATED: 6.21.14


  
\_\_\_\_\_  
R. Kent Westberry  
Bridget M. Bush  
LANDRUM & SHOUSE, LLP  
*Counsel for J. Michael Benfield, M.D.*

**GREG LATTA**

DATED: 6/22/14

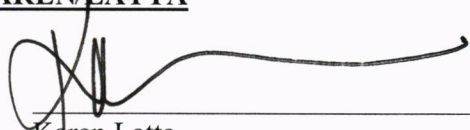
  
\_\_\_\_\_  
Greg Latta

DATED: 6.21.16


  
\_\_\_\_\_  
R. Kent Westberry  
Bridget M. Bush  
LANDRUM & SHOUSE, LLP  
*Counsel for Greg Latta*

**KAREN LATTA**

DATED: 6/22/16


  
\_\_\_\_\_  
Karen Latta

DATED: 6.21.16


  
\_\_\_\_\_  
R. Kent Westberry  
Bridget M. Bush  
LANDRUM & SHOUSE, LLP  
*Counsel for Karen Latta*

**MD2U INDIANA, LLC**

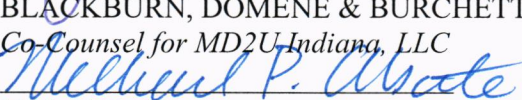
DATED: 6/22/16

BY:   
For MD2U Indiana, LLC

DATED: 6/21/16

BY:   
Jennifer Kincaid Adams  
BLACKBURN, DOMENE & BURCHETT  
*Co-Counsel for MD2U Indiana, LLC*

DATED: 6/21/16


BY:   
Michael P. Abate  
DINSMORE & SHOHL, LLP  
*Co-Counsel for MD2U Indiana, LLC*

**MD2U, PLLC**

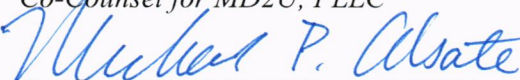
DATED: 6/22/16

BY:   
For MD2U, PLLC

DATED: 6/21/16


BY:   
Jennifer Kincaid Adams  
BLACKBURN, DOMENE & BURCHETT  
*Co-Counsel for MD2U, PLLC*

DATED: 6/21/16


BY:   
Michael P. Abate  
DINSMORE & SHOHL, LLP  
*Co-Counsel for MD2U, PLLC*

**MD2U FLORIDA, LLC**

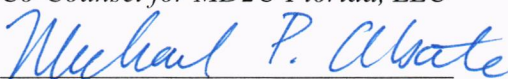
DATED: 6/22/16

BY:   
\_\_\_\_\_  
For MD2U Florida, LLC

DATED: 6/24/16


BY:   
\_\_\_\_\_  
Jennifer Kincaid Adams  
BLACKBURN, DOMENE & BURCHETT  
Co-Counsel for MD2U Florida, LLC

DATED: 6/21/16


BY:   
\_\_\_\_\_  
Michael P. Abate  
DINSMORE & SHOHL, LLP  
Co-Counsel for MD2U Florida, LLC

**MD2U KENTUCKY, LLC**


DATED: 6/22/16

BY:   
\_\_\_\_\_  
For MD2U Kentucky, LLC

DATED: 6/21/16

BY:   
\_\_\_\_\_  
Jennifer Kincaid Adams  
BLACKBURN, DOMENE & BURCHETT  
Co-Counsel for MD2U Kentucky, LLC

DATED: 6/21/16

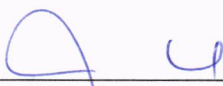
BY:   
\_\_\_\_\_  
Michael P. Abate  
DINSMORE & SHOHL, LLP  
Co-Counsel for MD2U Kentucky, LLC

**MD2U OHIO, LLC**


DATED: 6/27/16

BY:   
\_\_\_\_\_  
For MD2U Ohio, LLC

DATED: 6/21/16

BY:   
\_\_\_\_\_  
Jennifer Kincaid Adams  
BLACKBURN, DOMENE & BURCHETT  
Co-Counsel for MD2U Ohio, LLC

DATED: 6/21/16


BY:   
\_\_\_\_\_  
Michael P. Abate  
DINSMORE & SHOHL, LLP  
Co-Counsel for MD2U Ohio, LLC

**MD2U NORTH CAROLINA, LLC**


DATED: 6/27/16

BY:   
\_\_\_\_\_  
For MD2U North Carolina, LLC

DATED: 6/21/16


BY:   
\_\_\_\_\_  
Jennifer Kincaid Adams  
BLACKBURN, DOMENE & BURCHETT  
Co-Counsel for MD2U North Carolina, LLC

DATED: 6/21/16


BY:   
\_\_\_\_\_  
Michael P. Abate  
DINSMORE & SHOHL, LLP  
Co-Counsel for MD2U North Carolina, LLC

**MD2U TENNESSEE, LLC**

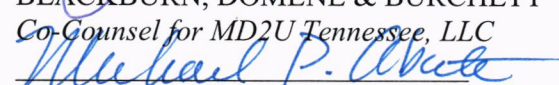
DATED: 6/22/16

BY:   
\_\_\_\_\_  
For MD2U Tennessee, LLC

DATED: 6/21/16


BY:   
\_\_\_\_\_  
Jennifer Kincaid Adams  
BLACKBURN, DOMENE & BURCHETT  
*Co-Counsel for MD2U Tennessee, LLC*

DATED: 6/21/16


BY:   
\_\_\_\_\_  
Michael P. Abate  
DINSMORE & SHOHL, LLP  
*Co-Counsel for MD2U Tennessee, LLC*

**MD2U LOUISIANA, LLC**

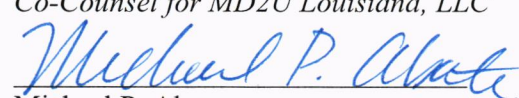
DATED: 6/22/16

BY:   
\_\_\_\_\_  
For MD2U Louisiana, LLC

DATED: 6/21/16


BY:   
\_\_\_\_\_  
Jennifer Kincaid Adams  
BLACKBURN, DOMENE & BURCHETT  
*Co-Counsel for MD2U Louisiana, LLC*

DATED: 6/21/16


BY:   
\_\_\_\_\_  
Michael P. Abate  
DINSMORE & SHOHL, LLP  
*Co-Counsel for MD2U Louisiana, LLC*

**MD2U WEST VIRGINIA, LLC**

DATED: 6/22/16

BY:   
\_\_\_\_\_  
For MD2U West Virginia, LLC

DATED: 6/21/16

BY:   
\_\_\_\_\_  
Jennifer Kincaid Adams  
BLACKBURN, DOMENE & BURCHETT  
*Co-Counsel for MD2U West Virginia, LLC*



DATED: 6/21/16

BY: Michael P. Abate  
Michael P. Abate  
Dinsmore & Shohl, LLP  
Co-Counsel for MD2U West Virginia, LLC

**MD2U MANAGEMENT, LLC**

DATED: 6/22/16

BY: [Signature]

For MD2U Management, LLC

DATED: 6/21/16

BY: Jennifer Kincaid Adams  
Jennifer Kincaid Adams  
BLACKBURN, DOMENE & BURCHETT  
Co-Counsel for MD2U Management, LLC

DATED: 6/21/16

BY: Michael P. Abate  
Michael P. Abate  
DINSMORE & SHOHL, LLP  
Co-Counsel for MD2U Management, LLC

**MD2U FRANCHISING, LLC**

DATED: 6/22/16

BY: [Signature]  
For MD2U Franchising, LLC

DATED: 6/21/16


BY: Jennifer Kincaid Adams  
Jennifer Kincaid Adams  
BLACKBURN, DOMENE & BURCHETT  
Co-Counsel for MD2U Franchising, LLC

DATED: 6/21/16

BY: Michael P. Abate  
Michael P. Abate  
DINSMORE & SHOHL, LLP  
Co-Counsel for MD2U Franchising, LLC

**MD2U HOLDING COMPANY**

DATED: 6/22/16

BY:  \_\_\_\_\_

For MD2U Holding Company

DATED: 6/21/16

BY:  \_\_\_\_\_

Jennifer Kincaid Adams  
BLACKBURN, DOMENE & BURCHETT  
*Co-Counsel for MD2U Holding Company*


DATED: 6/21/16

BY:  \_\_\_\_\_

Michael P. Abate  
DINSMORE & SHOHL, LLP  
*Co-Counsel for MD2U Holding Company*


**MD2U IAH, LLC**

DATED: 6/22/16

BY:  \_\_\_\_\_

For MD2U IAH, LLC

DATED: 6/21/16

BY:  \_\_\_\_\_

Jennifer Kincaid Adams  
BLACKBURN, DOMENE & BURCHETT  
*Co-Counsel for MD2U IAH, LLC*

DATED: 6/21/16

BY:  \_\_\_\_\_

Michael P. Abate  
DINSMORE & SHOHL, LLP  
*Co-Counsel for MD2U IAH, LLC*

**SO ORDERED:**

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**UNITED STATES DISTRICT COURT JUDGE,  
Western District of Kentucky**