

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 (“OIG-HHS”) of the Department of Health and Human Services (“HHS”), and the Defense Health Agency (“DHA”), acting on behalf of the TRICARE Program (collectively, the “United States”), the State of Michigan, William Beaumont Hospital (“WBH”), and David Felten, M.D., Karen Carbone, M.D., Cathryn Pawlusiak and Karen Houghton (“Relators”) (hereafter collectively referred to as “the Parties”), through their authorized representatives.

RECITALS

A. WBH is a hospital system with facilities located in Royal Oak, Troy and Grosse Pointe, Michigan.

B. ***Qui Tam* Actions**

1. On August 30, 2010, Relator Felten filed a *qui tam* action in the United States District Court for the Eastern District of Michigan captioned *United States ex rel. David Felten, M.D., Ph.D. v. William Beaumont Hospitals, et al.*, No. 2:10-cv-13440 (E.D. Mich.) (UNDER SEAL), pursuant to the *qui tam* provisions of the False Claims Act (“FCA”), 31 U.S.C. § 3730(b) (the “Felten Civil Action”). Relator Felten alleged, *inter alia*, that WBH had entered into financial relationships with certain physicians and physician groups that violated the FCA, the Physician Self-Referral Law, 42 U.S.C. §§ 1395nn; the Anti-Kickback Statute (“AKS”), 42 U.S.C. § 1320a-7b(b); and the Michigan Medicaid False Claim Act, M.C.L. §§ 400.601 *et seq.*

2. On May 13, 2011, Relator Carbone filed a *qui tam* action in the United States District Court for the Eastern District of Michigan captioned *United States ex rel. Karen Carbone v. William Beaumont Hospital*, No. 11-cv-12117 (E.D. Mich.) (UNDER

SEAL), pursuant to the *qui tam* provisions of the FCA (the “Carbone Civil Action”). Relator Carbone filed an amended complaint on November 9, 2011. Relator Carbone alleged, *inter alia*, that WBH had entered into financial relationships with certain physicians and physician groups that violated the FCA, the Physician Self-Referral Law, the AKS, and the Michigan Medicaid False Claim Act.

3. On June 10, 2011, Relator Pawlusiak filed a *qui tam* action in the United States District Court for the Eastern District of Michigan captioned *United States ex rel. Cathryn Pawlusiak v. Beaumont Health System, et al.*, No. 2:11-cv-12515 (E.D. Mich.) (UNDER SEAL), pursuant to the *qui tam* provisions of the FCA (the “Pawlusiak Civil Action”). Relator Pawlusiak alleged, *inter alia*, that WBH had entered into financial relationships with certain physicians and physician groups that violated the FCA, the Physician Self-Referral Law, the AKS, and the Michigan Medicaid False Claim Act.

4. On September 30, 2011, Relator Houghton filed a *qui tam* action in the United States District Court for the Eastern District of Michigan captioned *United States ex rel. Karen Houghton v. William Beaumont Hospital*, No. 2:11-cv-14312 (E.D. Mich.) (UNDER SEAL), pursuant to the *qui tam* provisions of the FCA (the “Houghton Civil Action”). Relator Houghton filed an amended complaint on May 27, 2016. Relator Houghton alleged, *inter alia*, that WBH had entered into financial relationships with certain physicians and physician groups that violated the FCA, the Physician Self-Referral Law, and the AKS.

On October 15, 2015, the Civil Actions were consolidated under the Felten Civil Action (Dkt. 37) and shall be referred to collectively as the “Consolidated Civil Actions”. The United States intervened in the Consolidated Civil Actions on July 30, 2018.

C. The United States contends that WBH submitted or caused to be submitted claims for payment to the Medicare Program, Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395kkk-1 (“Medicare”), the Medicaid Program, 42 U.S.C. §§ 1396-1396w-5 (“Medicaid”); and the TRICARE Program, 10 U.S.C. §§ 1071-1110b (“TRICARE”).

D. The United States and the State of Michigan contend that they have certain civil claims against WBH arising from the following conduct which shall be referred to as the “Covered Conduct”:

1. Between August 31, 2004 and January 31, 2012, as specified on Exhibit 1, WBH knowingly (a) provided improper remuneration in the form of free or below-fair market value office space and employees to the physicians, physician group, and physicians within the group specifically indicated on Exhibit 1 to this Agreement (the “Physicians”), and/or compensation in excess of fair market value for the items and services furnished by the Physicians to induce the Physicians’ referral of Medicare, Medicaid and TRICARE patients for services provided by WBH in violation of the AKS and the Michigan Medicaid False Claim Act, for which WBH submitted claims to the Medicare, Medicaid and TRICARE programs; and (b) submitted claims for designated health services to the Medicare program that violated the Physician Self-Referral Law because WBH directly or indirectly paid such improper remuneration as compensation to the Physicians; and

2. From January 1, 2006 to December 31, 2012, WBH knowingly or recklessly misrepresented that its CT radiology center at the Unasource building, located in Troy, Michigan, qualified as an outpatient department of WBH in claims submitted to Medicare, Medicaid and TRICARE for facility fees.

E. This Settlement Agreement is neither an admission of liability by WBH nor a concession by the United States, the State of Michigan, or Relators that their claims are not well founded.

F. Relators claim entitlement under 31 U.S.C. § 3730(d) and M.C.L. § 400.610a(9) to a share of the proceeds of this Settlement Agreement and to Relators' 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. WBH shall pay to the United States \$82,739,801.10 ("Federal Settlement Amount") and interest on the Federal Settlement Amount at a rate of 2.750% from May 7, 2018, of which \$41,369,900.55 is restitution, no later than seven days after the Effective Date of this Agreement by electronic funds transfer pursuant to written instructions to be provided by the Civil Division of the United States Department of Justice.

2. WBH shall pay to the State of Michigan \$1,760,198.90 ("State Settlement Amount") and interest on the State Settlement Amount at a rate of 2.750% from May 7, 2018, of which \$880,099.45 is restitution, no later than seven days after the Effective Date of this Agreement by electronic funds transfer pursuant to written instructions to be provided by the State of Michigan.

3. Subject to the exceptions in Paragraph 8 (concerning excluded claims) below, and conditioned upon WBH's full payment of the Settlement Amount, the United States releases WBH 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 civil money penalty provisions of the Physician Self-Referral Law, 42 U.S.C. §§ 1395nn(g)(3) and (4); 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.

4. Subject to the exceptions in Paragraph 9 (concerning excluded claims) below, and conditioned upon WBH's full payment of the State Settlement Amount, the State of Michigan releases WBH from any civil or administrative monetary claim the State of Michigan for has for the Covered Conduct under the Michigan Medicaid False Claim Act, M.C.L. §§ 400.601 *et seq.*; or the common law theories of payment by mistake, unjust enrichment, and fraud.

5. Subject to the exceptions in Paragraph 8 below, and conditioned upon WBH's full payment of the Federal and State Settlement Amounts, Relators, for themselves and for their heirs, successors, attorneys, agents, and assigns, release WBH from any civil monetary claim the Relators have on behalf of the United States or the State of Michigan under the FCA or the Michigan Medicaid False Claim Act that was or could have been asserted in the Civil Actions.

6. In consideration of the obligations of WBH in this Agreement and the Corporate Integrity Agreement (CIA) entered into between OIG-HHS and WBH, and conditioned upon WBH's full payment of the Federal Settlement Amount, 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 WBH 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 8 (concerning excluded claims), below. The OIG-HHS expressly reserves all rights to comply with any statutory obligations to exclude WBH 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 8, below.

7. In consideration of the obligations of WBH set forth in this Agreement, and conditioned upon WBH's full payment of the Federal Settlement Amount, DHA agrees to release and refrain from instituting, directing, or maintaining any administrative action seeking exclusion from the TRICARE Program against WBH under 32 C.F.R. § 199.9 for the Covered Conduct, except as reserved in this Paragraph and in Paragraph 8 (concerning excluded claims), below. DHA expressly reserves authority to exclude WBH from the TRICARE Program under 32 C.F.R. §§ 199.9 (f)(1)(i)(A), (f)(1)(i)(B), and (f)(1)(iii) (mandatory exclusion), based upon the Covered Conduct. Nothing in this Paragraph precludes DHA or the TRICARE Program from taking action against entities or persons, or for conduct and practices, for which claims have been reserved in Paragraph 8, below.

8. Notwithstanding the releases given in Paragraphs 3-7 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 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 individuals;
- g. Any liability for express or implied warranty claims or other claims for defective or deficient products or services, including quality of goods and services;
- h. Any liability for failure to deliver goods or services due; and
- i. Any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct.

9. Notwithstanding the releases given in Paragraph 4 of this Agreement, or any other term of this Agreement, the following claims of the State of Michigan are specifically reserved and are not released:

- a. Any liability arising under Michigan's tax law;
- b. Any criminal liability;
- c. Any liability to the State of Michigan for any conduct other than the Covered Conduct;
- d. Any liability based upon obligations created by this Agreement; and
- e. Any liability of individuals.

10. Relators and their 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) and M.C.L. § 400.610a(5)(b), and that the Settlement Amounts for each individual claim are also fair, adequate, and reasonable under all the circumstances. In connection with this Agreement and this Civil Action, Relators and their heirs, successors, attorneys, agents, and assigns agree that neither this Agreement, any intervention by the United States or the State of Michigan in the Civil Actions in order to dismiss the Civil Actions, nor any dismissal of the Civil Actions, shall waive or otherwise affect the

ability of the United States or the State of Michigan to contend that provisions in the False Claims Act, including 31 U.S.C. §§ 3730(d)(3) and 3730(e), or the Michigan Medicaid False Claim Act bar Relators from sharing in the proceeds of this Agreement. Moreover, the United States, the State of Michigan, and Relators and their heirs, successors, attorneys, agents, and assigns agree that they each retain all of their rights pursuant to the False Claims Act and the Michigan Medicaid False Claim Act on the issue of the share percentage, if any, that Relators should receive of any proceeds of the settlement of their claim(s), and that no agreements concerning Relator share have been reached to date, other than the allocation of the Settlement Amount.

11. With the exception of any claim Relators may have for expenses, attorneys' fees and costs under 31 U.S.C. § 3730(d) or M.C.L. § 400.610a(9), or claims of Relator Felten under 31 U.S.C. § 3730(h) or M.C.L. § 400.610c, Relators, for themselves, and for their heirs, successors, attorneys, agents, and assigns, release WBH, and its officers, agents, and employees, from any liability to Relators, for any and all claims, known or unknown, that Relators have or may have as of the date of this Agreement.

12. WBH waives and shall not assert any defenses WBH 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.

13. WBH fully and finally releases the United States and the State of Michigan, and their agencies, officers, agents, employees, and servants, from any claims (including attorney's fees, costs, and expenses of every kind and however denominated) that WBH has asserted, could have asserted, or may assert in the future against the United States or the State of Michigan, their

agencies, officers, agents, employees, and servants, related to the Covered Conduct and the Civil Actions and the United States' and the State of Michigan's investigation and prosecution thereof.

14. WBH fully and finally releases the Relators from any claims (including attorney's fees, costs, and expenses of every kind and however denominated) that WBH has asserted, could have asserted, or may assert in the future against the Relators, related to the Civil Actions and the Relators' 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), TRICARE contractor or any state payer, related to the Covered Conduct; and WBH agrees not to resubmit to any Medicare or TRICARE contractor or any state payer any previously denied claims related to the Covered Conduct, agrees not to appeal any such denials of claims, and agrees to withdraw any such pending appeals.

16. WBH agrees to the following:

a. Unallowable Costs Defined: All costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47; and in Titles XVIII and XIX of the Social Security Act, 42 U.S.C. §§ 1395-1395kkk and 1396-1396w-5; and the regulations and official program directives promulgated thereunder) incurred by or on behalf of WBH, its present or former officers, directors, employees, shareholders, and agents in connection with:

- (1) the matters covered by this Agreement;
- (2) the United States' audit(s) and civil investigation(s) of the matters covered by this Agreement;
- (3) WBH's investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and civil investigation(s) in

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

- (4) the negotiation and performance of this Agreement;
- (5) the payment WBH makes to the United States pursuant to this Agreement and any payments that WBH may make to Relators, including costs and attorney's fees; 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 16.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 WBH.

b. Future Treatment of Unallowable Costs: Unallowable Costs shall be separately determined and accounted for in nonreimbursable cost centers by WBH, and WBH 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 WBH or any of its subsidiaries or affiliates to the Medicare, Medicaid, TRICARE, or FEHBP Programs.

c. Treatment of Unallowable Costs Previously Submitted for Payment: WBH further agrees that within 90 days of the Effective Date of this Agreement it shall identify to applicable Medicare and TRICARE fiscal intermediaries, carriers, and/or contractors, and

Medicaid and FEHBP fiscal agents, any Unallowable Costs (as defined in this Paragraph) included in payments previously sought from the United States, or any State Medicaid program, including, but not limited to, payments sought in any cost reports, cost statements, information reports, or payment requests already submitted by WBH 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. WBH agrees that the United States, at a minimum, shall be entitled to recoup from WBH 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 WBH or any of its subsidiaries or affiliates on the effect of inclusion of Unallowable Costs (as defined in this Paragraph) on WBH or any of its subsidiaries or affiliates' cost reports, cost statements, or information reports.

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

17. WBH agrees to cooperate fully and truthfully with the United States' investigation of individuals and entities not released in this Agreement. Upon reasonable notice, WBH shall encourage, and agrees 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. WBH further agrees 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.

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

20. Upon receipt of the payments described in Paragraph 1, above, Relators, the United States and the State of Michigan shall promptly sign and file in each of the Civil Actions a Joint Stipulation of Dismissal of the FCA claims against WBH in the Civil Actions pursuant to Rule 41(a)(1). Relators shall also stipulate to the voluntary dismissal of all claims against any defendants other than WBH. The dismissals shall be with prejudice as to the Relators, except as to Relators' (a) claims to a share of the proceeds of this Agreement, (b) claims for reasonable expenses, attorneys' fees and costs, and (c) personal claims under 31 U.S.C. § 3730(h) or M.C.L. § 400.610c, all of which are reserved. The dismissals of claims against WBH shall be with prejudice to the United States and the State of Michigan as to the Covered Conduct, and otherwise without prejudice to the United States and the State of Michigan. The United States and the State of Michigan shall consent to the voluntary dismissal of claims against any defendants other than WBH, provided the dismissal is without prejudice to the United States and the State of Michigan.

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

22. 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.

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

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

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

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

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

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

29. All parties consent to the United States' and the State of Michigan's disclosure of this Agreement, and information about this Agreement, to the public.

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

THE UNITED STATES OF AMERICA

DATED: 7/31/18

BY: _____



Peter A. Caplan
Carolyn Bell-Harbin
Assistant United States Attorneys
United States Attorney's Office for the Eastern District of
Michigan

DATED: 7/31/18

BY: _____



Laurie A. Oberembt
Senior Trial Counsel
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: 7/31/2018

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

DATED: _____

BY: _____

Leigh A. Bradley
General Counsel
Defense Health Agency
United States Department of Defense

THE UNITED STATES OF AMERICA

DATED: _____

BY: _____

Peter A. Caplan
Carolyn Bell-Harbin
Assistant United States Attorneys
United States Attorney's Office for the Eastern District of
Michigan

DATED: _____

BY: _____

Laurie A. Oberembt
Senior Trial Counsel
Commercial Litigation Branch
Civil Division
United States Department of Justice

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

DATED: 07/26/2018

BY: _____


BLEY.PAUL.NICHOLAS.1 Digitally signed by
BLEY.PAUL.NICHOLAS.1099873821
Date: 2018.07.26 15:18:13 -04'00'

for Leigh A. Bradley
General Counsel
Defense Health Agency
United States Department of Defense

STATE OF MICHIGAN

DATED: 7/30/2018

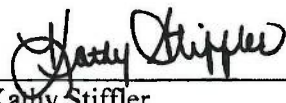
BY:



Jason R. Evans
First Assistant Attorney General
Health Care Fraud Division
Michigan Department of Attorney General
P.O. Box 30218
Lansing, MI 48909

DATED: 7/30/2018

BY:



Kathy Stiffler
Acting Director for the Medical Services
Administration
Michigan Department of Health and Human
Services
Capitol Commons Center – Seventh Floor
400 S. Pine St.
Lansing, MI 48913

WILLIAM BEAUMONT HOSPITAL - DEFENDANTS

DATED: 7/30/18

BY: Jane E. Jordan
Jane E. Jordan
Senior Vice President and General Counsel
William Beaumont Hospital

DATED: 7/30/18

BY: [Signature]
Jonathan L. Diesenhaus
Gejua T. Gobena
Hogan Lovells US LLP
Columbia Square
555 Thirteenth Street, N.W.
Washington, DC 20004
Counsel for William Beaumont Hospital

DAVID FELTEN, M.D. - RELATOR

DATED: 7/27/18 BY: David L. Felten
David Felten, M.D.

DATED: 7/27/18 BY: John
John K. Bracker
Jason S. Marcus
BRACKER & MARCUS LLC
3225 Shallowford Rd.
Suite 1120
Marietta, Georgia 30062
Counsel for David Felten, M.D.

KAREN CARBONE, M.D. - RELATOR

DATED: _____ BY: _____
Karen Carbone, M.D.

DATED: _____ BY: _____
Jeffrey M. Thomson
MORGANROTH AND MORGANROTH, PLLC
344 N. Old Woodward Ave.
Suite 200
Birmingham, Michigan 48009
Counsel for Karen Carbone, M.D.

CATHRYN PAWLUSIAK - RELATOR

DATED: _____ BY: _____
Cathryn Pawlusiak

DATED: _____ BY: _____
J. Marc Vezina

DATED: _____ BY: _____
Monica P. Navarro
VEZINA LAW, PLC

DAVID FELTEN, M.D. - RELATOR

DATED: _____

BY: _____
David Felten, M.D.

DATED: _____

BY: _____
Julie K. Bracker
Jason S. Marcus
BRACKER & MARCUS LLC
3225 Shallowford Rd.
Suite 1120
Marietta, Georgia 30062
Counsel for David Felten, M.D.

KAREN CARBONE, M.D. - RELATOR

DATED: 7/27/18

BY: Karen Carbone M.D.
Karen Carbone, M.D.

DATED: _____

BY: _____
Jeffrey M. Thomson
MORGANROTH AND MORGANROTH, PLLC
344 N. Old Woodward Ave.
Suite 200
Birmingham, Michigan 48009
Counsel for Karen Carbone, M.D.

CATHRYN PAWLUSIAK - RELATOR

DATED: _____

BY: _____
Cathryn Pawlusiak

DATED: _____

BY: _____
J. Marc Vezina

DATED: _____

BY: _____
Monica P. Navarro
VEZINA LAW, PLC

DAVID FELTEN, M.D. - RELATOR

DATED: _____

BY: _____
David Felten, M.D.

DATED: _____


BY: _____
Julie K. Bracker
Jason S. Marcus
BRACKER & MARCUS LLC
3225 Shallowford Rd.
Suite 1120
Marietta, Georgia 30062
Counsel for David Felten, M.D.

KAREN CARBONE, M.D. - RELATOR

DATED: _____

BY: _____
Karen Carbone, M.D.

DATED: 7/30/18

BY:  _____
Jeffrey M. Thomson
MORGANROTH AND MORGANROTH, PLLC
344 N. Old Woodward Ave.
Suite 200
Birmingham, Michigan 48009
Counsel for Karen Carbone, M.D.

CATHRYN PAWLUSIAK - RELATOR

DATED: _____

BY: _____
Cathryn Pawlusiak

DATED: _____

BY: _____
J. Marc Vezina

DATED: _____

BY: _____
Monica P. Navarro
VEZINA LAW, PLC

DAVID FELTEN, M.D. - RELATOR

DATED: _____ BY: _____
David Felten, M.D.

DATED: _____ BY: _____
Julie K. Bracker
Jason S. Marcus
BRACKER & MARCUS LLC
3225 Shallowford Rd.
Suite 1120
Marietta, Georgia 30062
Counsel for David Felten, M.D.

KAREN CARBONE, M.D. - RELATOR

DATED: _____ BY: _____
Karen Carbone, M.D.

DATED: _____ BY: _____
Jeffrey M. Thomson
MORGANROTH AND MORGANROTH, PLLC
344 N. Old Woodward Ave.
Suite 200
Birmingham, Michigan 48009
Counsel for Karen Carbone, M.D.

CATHRYN PAWLUSIAK - RELATOR

DATED: 7/30/18 BY: Cathryn Pawlusiak
Cathryn Pawlusiak

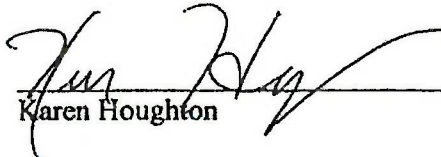
DATED: 7/30/18 BY: J. Marc Vezina
J. Marc Vezina

DATED: 7/30/18 BY: Monica P. Navarro
Monica P. Navarro
VEZINA LAW, PLC

280 N. Old Woodward Ave.
Suite LL20
Birmingham, Michigan 48009
Counsel for Cathryn Pawlusiak

KAREN HOUGHTON - RELATOR

DATED: 7/30/18

BY: 
Karen Houghton

DATED: 7/30/18


BY: 
David M. Blanchard
BLANCHARD & WALKER, PLLC
221 North Main Street
Suite 300
Ann Arbor, Michigan 48104
Counsel for Karen Houghton

Exhibit 1 to Settlement Agreement

Physicians

Dates

Robert D. Safian	8/31/2004 through 3/31/2011
Cindy L. Grines	8/31/2004 through 3/31/2011
David E. Haines	8/31/2004 through 3/31/2011
James A. Goldstein	8/31/2004 through 3/30/2011
Renato G. Ramos	8/31/2004 through 12/31/2010
Joel Kahn	1/1/2005 through 12/31/2008
Dinesh Shah	1/1/2008 through 12/31/2010

**Abdelkader Hawasli and Hawasli & Associates
Consulting, LLC.**

2/1/2010 to 1/31/2012