

## SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into among (a) 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”) (collectively, the “United States”); (b) the State of California (“California”); (c) the State of Nevada (“Nevada”); (d) defendant SuperCare Health, Inc. d/b/a SuperCare Health (“Defendant”); and (e) relator Benjamin Martinez, Jr. (the “Relator”), through their authorized representatives. Hereafter, the United States, California, Nevada, Defendant, and Relator may be individually referred to as a “Party” or collectively referred to as the “Parties.”

### RECITALS

A. Defendant is a provider of home respiratory services and durable medical equipment based in Downey, California.

B. On September 13, 2018, Relator filed a *qui tam* action in the United States District Court for the Central District of California captioned *United States ex rel. Benjamin Martinez, Jr., et al. v. SuperCare Health, Inc.*, No. CV18-7970-JAK-JPRx, pursuant to the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b); the California False Claims Act, Cal. Gov. Code. § 12652(c); the California Insurance Fraud Prevention Act, Cal. Ins. Code § 1871.7(e); and the Nevada Submission of False Claims to State or Local Government Act, Nev. Rev. Stat. Ann. § 357.080 (the “Civil Action”). The Civil Action alleges Defendant has billed Medicare, Medicaid, other government programs, and private insurance companies for the rental of Non-Invasive Ventilators (“NIVs”) that are neither medically necessary nor actually used by patients.

C. The United States, California, and Nevada contend that Defendant submitted or caused to be submitted claims for payment to: the Medicare Program, Title XVIII of the Social

Security Act, 42 U.S.C. §§ 1395-1395lll (“Medicare”) and the Medicaid Program, 42 U.S.C. §§ 1396-1396w-5 (“Medicaid”).

D. The United States, California, and Nevada contend that they have certain civil claims against Defendant arising from the following conduct: from May 22, 2013, through October 31, 2019, Defendant submitted or caused to be submitted claims for payment to Medicare and Medicaid seeking reimbursement for NIV rentals, involving beneficiaries physically located in California and Nevada, when the NIVs were not medically necessary or reasonable due to the lack of continued use or continued need by the beneficiaries. The conduct described in this paragraph D is referred to below as the “Covered Conduct.”

E. Relator claims entitlement under 31 U.S.C. § 3730(d) to a share of the proceeds of this Agreement. By separate agreement with Defendant, Relator has resolved his claims for 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 Agreement, the Parties agree and covenant as follows:

#### TERMS AND CONDITIONS

1. Defendant shall pay to the United States, California, and Nevada, a total of \$3,315,308.00 plus applicable interest as described below (the “Settlement Amount”), of which \$1,657,654.00 is restitution.

a. No later than seven days after the Effective Date of this Agreement, Defendant shall pay the United States \$2,987,072.51, of which \$1,493,536.25 is restitution, plus interest that shall be compounded annually at a rate of 0.875% accruing from February 26, 2021, to the date of the payment (the “Federal Settlement Amount”). This payment shall be

made by electronic funds transfer pursuant to written instructions to be provided by the Office of the United States Attorney for the Central District of California.

- b. No later than seven days after the Effective Date of this Agreement, Defendant shall pay California \$326,642.18, plus interest that shall be compounded annually at a rate of 0.875% accruing from February 26, 2021, to the date of the payment (the “California Settlement Amount”). This payment shall be made by electronic funds transfer pursuant to written instructions to be provided by the California Attorney General’s Office
- c. No later than seven days after the Effective Date of this Agreement, Defendant shall pay Nevada \$1,593.31, plus interest that shall be compounded annually at a rate of 0.875% accruing from February 26, 2021, to the date of the payment (the “Nevada Settlement Amount”). This payment shall be made by electronic funds transfer pursuant to written instructions to be provided by the Nevada Attorney General’s Office.

2. Subject to the exceptions in Paragraph 6 (concerning reserved claims) below, and subject to Paragraph 11 (concerning disclosure of assets) and Paragraph 19 (concerning bankruptcy) below, and conditioned upon Defendant’s full payment of the Federal Settlement Amount, the United States releases Defendant from any civil or administrative monetary claim the United States has for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733; the Civil Monetary Penalties Law, 42 U.S.C. § 1320a-7a; the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; or the common law theories of payment by mistake, unjust enrichment, and fraud.

3. Subject to the exceptions in Paragraph 7 (concerning reserved claims) and conditioned upon Defendant's full payment of the California Settlement Amount, California releases Defendant from any civil or administrative monetary claim California has for the Covered Conduct under the California False Claims Act, Cal. Gov't Code §§ 12650-12656, other statutory claims, or the common law theories of payment by mistake, quantum meruit, unjust enrichment, and fraud. Except to the extent reserved in Paragraph 8, California releases Defendant as to all known and unknown claims and waives the application of California Civil Code Section 1542, which provides that, "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

4. Subject to the exceptions in Paragraph 8 (concerning reserved claims) and conditioned upon Defendant's full payment of the Nevada Settlement Amount, Nevada releases Defendant from any civil or administrative monetary claim Nevada has for the Covered Conduct under the Nevada Submission of False Claims to State or Local Government Act, Nev. Rev. Stat. Ann. §§ 357.010-357.250, other statutory claims, or the common law theories of payment by mistake, quantum meruit, unjust enrichment, and fraud.

5. Subject to the exceptions in Paragraphs 6 through 8 below, and conditioned upon Defendant's full payment of the Settlement Amount, Relator, for himself and for his heirs, successors, attorneys, agents, and assigns, releases Defendant, together with its direct and indirect subsidiaries, and its successors and assigns, from: (a) any civil monetary claim the Relator has on behalf of the United States for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733, and any claims of any nature he has on behalf of anyone else relating to the Covered Conduct; (b) any civil monetary claim the Relator has on behalf of California for

the Covered Conduct under the California False Claims Act, Cal. Gov't Code §§ 12650-12656; and (c) any civil monetary claim the Relator has on behalf of Nevada for the Covered Conduct under Nevada Submission of False Claims to State or Local Government Act, Nev. Rev. Stat. Ann. §§ 357.010-357.250.

6. Notwithstanding the releases given in Paragraphs 2 through 5 of this Agreement, or any other term of this Agreement, the following claims and rights of the United States are specifically reserved and are not released:

- a. Any liability arising under Title 26, U.S. Code (Internal Revenue Code);
- b. Any criminal liability;
- c. Except as explicitly stated in this Agreement, any administrative liability or enforcement right, including mandatory or permissive exclusion from Federal health care programs;
- d. Any liability to the United States (or its agencies) for any conduct other than the Covered Conduct;
- e. Any liability based upon obligations created by this Agreement; and
- f. Any liability of individuals.

7. Notwithstanding the releases given in Paragraphs 2 through 5 of this Agreement, or any other term of this Agreement, the following claims of California are specifically reserved and are not released:

- a. Any criminal, civil, or administrative liability arising under California revenue codes;
- b. Any criminal liability;
- c. Any civil or administrative liability that any person or entity, including the Defendant, has or may have to California or to individual consumers or

state program payors under any statute, regulation, or rule not expressly covered by the releases in Paragraphs 2 through 5 above, including, but not limited to, any and all of the following claims: (i) state or federal antitrust violations; and (ii) claims involving unfair and/or deceptive acts and practices and/or violations of consumer protection laws;

- d. Any liability to California for any conduct other than the Covered Conduct;
- e. Any liability based upon obligations created by this Agreement;
- f. Except as explicitly stated in this Agreement, any administrative liability, including mandatory or permissive exclusions from California's Medicaid Program;
- g. Any liability for expressed or implied warranty claims or other claims for defective or deficient products and services, including quality of goods and services;
- h. Any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct;
- i. Any liability for failure to deliver goods or services due; and
- j. Any liability of individuals.

8. Notwithstanding the releases given in Paragraphs 2 through 5 of this Agreement, or any other term of this Agreement, the following claims of Nevada are specifically reserved and are not released:

- a. Any criminal, civil, or administrative liability arising under Nevada revenue codes;
- b. Any criminal liability;

- c. Any civil or administrative liability that any person or entity, including the Defendant, has or may have to Nevada or to individual consumers or state program payors under any statute, regulation, or rule not expressly covered by the releases in Paragraphs 2 through 5 above, including, but not limited to, any and all of the following claims: (i) state or federal antitrust violations; and (ii) claims involving unfair and/or deceptive acts and practices and/or violations of consumer protection laws;
- d. Any liability to Nevada for any conduct other than the Covered Conduct;
- e. Any liability based upon obligations created by this Agreement;
- f. Except as explicitly stated in this Agreement, any administrative liability, including mandatory or permissive exclusions from Nevada's Medicaid Program;
- g. Any liability for expressed or implied warranty claims or other claims for defective or deficient products and services, including quality of goods and services;
- h. Any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct;
- i. Any liability for failure to deliver goods or services due; and
- j. Any liability of individuals.

9. Relator and his heirs, successors, attorneys, agents, and assigns shall not object to this Agreement but agree and confirm that this Agreement, including the Settlement Amount, is fair, adequate, and reasonable under all the circumstances, pursuant to 31 U.S.C. § 3730(c)(2)(B), Cal. Gov. Code § 12652(e)(2)(B), and Nev. Rev. Stat. Ann. § 357.120(3). Moreover, the United States, California, and Nevada and Relator and his heirs, successors,

attorneys, agents, and assigns agree that they each retain all of their rights on the issue of the share percentage, if any, that Relator should receive of the Settlement Amount. Any arrangements regarding Relator share will be effected through separate agreements between Relator and the United States, Relator and California, and/or Relator and Nevada.

10. By separate agreement, Relator, for himself, and for his heirs, successors, attorneys, agents, and assigns, has released Defendant, and its officers, agents, and employees, from any liability to Relator arising from the filing of the Civil Action, or under 31 U.S.C. § 3730(d) for expenses or attorneys' fees and costs.

11. Defendant has provided sworn financial disclosures and supporting documents (together "Financial Disclosures") to the United States and the United States has relied on the accuracy and completeness of those Financial Disclosures in reaching this Agreement. Defendant warrants that the Financial Disclosures are complete, accurate, and current as of the Effective Date of this Agreement. If the United States learns of asset(s) in which Defendant had an interest of any kind as of the Effective Date of this Agreement (including, but not limited to, promises by insurers or other third parties to satisfy Defendant's obligations under this Agreement) that were not disclosed in the Financial Disclosures, or if the United States learns of any false statement or misrepresentation by Defendant on, or in connection with, the Financial Disclosures, and if such nondisclosure, false statement, or misrepresentation changes the estimated net worth set forth in the Financial Disclosures by \$331,530.80 or more, the United States may at its option: (a) rescind this Agreement and reinstate its suit or file suit based on the Covered Conduct or (b) collect the full Settlement Amount in accordance with the Agreement plus one hundred percent (100%) of the net value of Defendant's previously undisclosed assets. Defendant agrees not to contest any collection action undertaken by the United States pursuant to this provision, and agrees that it will immediately pay the United States the greater of (i) a ten-



percent (10%) surcharge of the amount collected in the collection action, as allowed by 28 U.S.C. § 3011(a), or (ii) the United States' reasonable attorneys' fees and expenses incurred in such an action. In the event that the United States, pursuant to this paragraph rescinds this Agreement, Defendant waives and agrees 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 Agreement has been rescinded, and (b) relate to the Covered Conduct, except to the extent these defenses were available on September 13, 2018.

12. Defendant waives and shall not assert any defenses Defendant 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. Defendant fully and finally releases the United States, California, Nevada, and their agencies, officers, agents, employees, and servants, from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that Defendant has asserted, could have asserted, or may assert in the future against the United States, California, Nevada, or their agencies, officers, agents, employees, and servants, related to the Covered Conduct or the United States', California's, or Nevada's investigations or prosecutions thereof.

14. The Settlement Amount shall not be decreased as a result of the denial of claims for payment now being withheld from payment by any Medicare contractor (e.g., Medicare Administrative Contractor, fiscal intermediary, carrier) or any state payer, related to the Covered conduct; and Defendant agrees not to resubmit to any Medicare contractor or any state payer any

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

15. Defendant 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. §§ 1395-1395lll and 1396-1396w-5; and the regulations and official program directives promulgated thereunder) incurred by or on behalf of Defendant, its present or former officers, directors, employees, shareholders, and agents in connection with:

- i. the matters covered by this Agreement;
- ii. the United States' audit(s) and civil investigation(s) of the matters covered by this Agreement;
- iii. Defendant's investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and civil investigation(s) in connection with the matters covered by this Agreement (including attorneys' fees);
- iv. the negotiation and performance of this Agreement; and
- v. the payments Defendant makes to the United States, California, and Nevada pursuant to this Agreement and any payments that Defendant may make to Relator, including costs and attorneys' fees,

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

- b. Future Treatment of Unallowable Costs: Unallowable Costs shall be separately determined and accounted for by Defendant, and Defendant 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 Defendant or any of its subsidiaries or affiliates to the Medicare, Medicaid, TRICARE, or FEHBP Programs.
- c. Treatment of Unallowable Costs Previously Submitted for Payment: Defendant 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 Defendant 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. Defendant agrees that the United States, at a minimum, shall be entitled to recoup from Defendant 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 Defendant or any of its subsidiaries or affiliates on the effect of inclusion of Unallowable Costs (as defined in this paragraph) on Defendant 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 Defendant's books and records to determine that no Unallowable Costs have been claimed in accordance with the provisions of this paragraph.

16. Defendant agrees to cooperate fully and truthfully with the United States' investigation of individuals and entities not released in this Agreement. Upon reasonable notice, Defendant 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. Defendant 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.

17. 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 18 (waiver for beneficiaries paragraph), below.

18. Defendant 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.

19. In exchange for valuable consideration provided in this Agreement, Defendant acknowledges the following:

- a. Defendant has reviewed its financial situation and warrants that it is solvent within the meaning of 11 U.S.C. §§ 547(b)(3) and 548(a)(1)(B)(ii)(I) and shall not be rendered insolvent as a result of Defendant's full payment 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 Defendant, 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 Defendant was or became indebted to on or after the date of any transfer contemplated in this Agreement, within the meaning of 11 U.S.C. § 548(a)(1).
- e. If Defendant's obligations under this Agreement are avoided for any reason (including but not limited to, through the exercise of a trustee's avoidance

powers under the Bankruptcy Code) or if, before the Settlement Amount is paid in full, Defendant or a third party commences a case, proceeding, or other action under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors seeking any order for relief of Defendant's debts, or to adjudicate Defendant as bankrupt or insolvent; or seeking appointment of a receiver, trustee, custodian, or other similar official for Defendant or for all or any substantial part of Defendant's assets:

- i. the United States may rescind the releases in this Agreement and bring any civil and/or administrative claim, action, or proceeding against Defendant for the claims that would otherwise be covered by the releases provided in Paragraphs 2 through 5 above, provided, however, that such claim amount will be reduced by the Settlement Amount that Defendant had already paid pursuant to this Agreement; and
  - ii. the United States has an undisputed, noncontingent, and liquidated allowed claim against Defendant in the amount of \$20,000,000.00 less any payments received pursuant to this Agreement, provided, however, that such payments are not otherwise avoided and recovered from the United States by Defendant, a receiver, trustee, custodian, or other similar official for Defendant.
- f. Defendant agrees that any civil and/or administrative claim, action, or proceeding brought by the United States under Paragraph 19.e 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. Defendant 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). Defendant waives and shall not plead, argue, or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel, or similar theories, to any such civil or administrative claim, action, or proceeding brought by the United States within 120 days of written notification to Defendant that the releases have been rescinded pursuant to this paragraph, except to the extent such defenses were available on September 13, 2018.

20. Upon receipt of the payment described in Paragraph 1, above, the United States, California, Nevada, and Relator shall promptly sign and file in the Civil Action a Joint Stipulation of Dismissal of the Civil Action pursuant to Rule 41(a)(1).

21. 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 into 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 Central District of California. 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 Defendant's successors, transferees, heirs, and assigns.

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

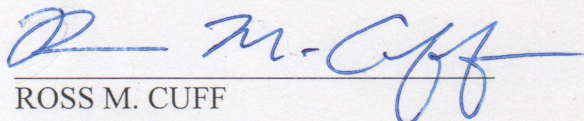
29. All Parties consent to the United States, California, and Nevada disclosing this Agreement, and information about this Agreement, to the public.

30. This Agreement is effective on the date of signature of the last signatory to the Agreement (the "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: 08/11/2021

BY:



ROSS M. CUFF  
Assistant United States Attorney  
Central District of California

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



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**THE UNITED STATES OF AMERICA**

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


BY: \_\_\_\_\_  
ROSS M. CUFF  
Assistant United States Attorney  
Central District of California

DATED: 8/13/2021

BY:   
LISA M. RE  
Assistant Inspector General for Legal Affairs  
Office of Counsel to the Inspector General  
Office of Inspector General  
United States Department of Health and Human Services

**THE STATE OF CALIFORNIA**

DATED: 8/11/21

BY:   
\_\_\_\_\_  
DAVID B. SONGCO  
Deputy Attorney General  
California Department of Justice  
Division of Medi-Cal Fraud & Elder Abuse

**THE STATE OF NEVADA**

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

BY: \_\_\_\_\_  
AMY STEELMAN  
Senior Deputy Attorney General

**SUPERCARE HEALTH, INC. - DEFENDANT**

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

BY: \_\_\_\_\_  
MARK E. BRADSHAW  
Chief Legal Officer

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

BY: \_\_\_\_\_  
LISA M. NOLLER  
Foley & Lardner LLP  
Counsel for SuperCare Health, Inc.

**BENJAMIN MARTINEZ, JR. - RELATOR**

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

BY: \_\_\_\_\_  
BENJAMIN MARTINEZ, JR.

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

BY: \_\_\_\_\_  
STEVEN M. SHEPARD  
Susman Godfrey L.L. P.  
Counsel for Benjamin Martinez, Jr.

**THE STATE OF CALIFORNIA**

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

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

DAVID B. SONGCO  
Deputy Attorney General  
California Department of Justice  
Division of Medi-Cal Fraud & Elder Abuse

**THE STATE OF NEVADA**

DATED: 8/12/21

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

AMY STEELMAN  
Senior Deputy Attorney General

**SUPERCARE HEALTH, INC. - DEFENDANT**

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

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

MARK E. BRADSHAW  
Chief Legal Officer

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

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

LISA M. NOLLER  
Foley & Lardner LLP  
Counsel for SuperCare Health, Inc.

**BENJAMIN MARTINEZ, JR. - RELATOR**

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

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

BENJAMIN MARTINEZ, JR.

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

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

STEVEN M. SHEPARD  
Susman Godfrey L.L. P.  
Counsel for Benjamin Martinez, Jr.

**THE STATE OF CALIFORNIA**

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

BY: \_\_\_\_\_  
DAVID B. SONGCO  
Deputy Attorney General  
California Department of Justice  
Division of Medi-Cal Fraud & Elder Abuse

**THE STATE OF NEVADA**

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

BY: \_\_\_\_\_  
AMY STEELMAN  
Senior Deputy Attorney General

**SUPERCARE HEALTH, INC. - DEFENDANT**

DATED: 8/12/21

BY: \_\_\_\_\_  
MARK E. BRADSHAW  
Chief Legal Officer

DATED: 8/12/21

BY: \_\_\_\_\_  
LISA M. NOLLER  
Foley & Lardner LLP  
Counsel for SuperCare Health, Inc.

**BENJAMIN MARTINEZ, JR. - RELATOR**

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

BY: \_\_\_\_\_  
BENJAMIN MARTINEZ, JR.

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

BY: \_\_\_\_\_  
STEVEN M. SHEPARD  
Susman Godfrey L.L. P.  
Counsel for Benjamin Martinez, Jr.

**THE STATE OF CALIFORNIA**

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

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

DAVID B. SONGCO  
Deputy Attorney General  
California Department of Justice  
Division of Medi-Cal Fraud & Elder Abuse

**THE STATE OF NEVADA**

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

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

AMY STEELMAN  
Senior Deputy Attorney General

**SUPERCARE HEALTH, INC. - DEFENDANT**

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

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

MARK E. BRADSHAW  
Chief Legal Officer

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

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

LISA M. NOLLER  
Foley & Lardner LLP  
Counsel for SuperCare Health, Inc.

**BENJAMIN MARTINEZ, JR. - RELATOR**

DATED: 8-11-21

BY:   
BENJAMIN MARTINEZ, JR.

**THE STATE OF CALIFORNIA**

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

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

DAVID B. SONGCO  
Deputy Attorney General  
California Department of Justice  
Division of Medi-Cal Fraud & Elder Abuse

**THE STATE OF NEVADA**

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

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

AMY STEELMAN  
Senior Deputy Attorney General

**SUPERCARE HEALTH, INC. - DEFENDANT**

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

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

MARK E. BRADSHAW  
Chief Legal Officer

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

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

LISA M. NOLLER  
Foley & Lardner LLP  
Counsel for SuperCare Health, Inc.

**BENJAMIN MARTINEZ, JR. - RELATOR**

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

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

BENJAMIN MARTINEZ, JR.

DATED: Aug. 11, 2021

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

STEVEN M. SHEPARD  
Susman Godfrey L.L. P.  
Counsel for Benjamin Martinez, Jr.