

## 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 California, acting through the California Department of Justice’s Division of Medi-Cal Fraud and Elder Abuse and on behalf of the California Department of Health Care Services (collectively, “the State of California”); Mohammad Rasekhi, M.D., Sheila Busheri, Southern California Medical Center, Inc., and R & B Medical Group, Inc. d/b/a Universal Diagnostic Laboratories (collectively, “Defendants”); and Ferzad Abdi, Julia Butler, Jameese Smith, and Karla Solis (collectively, “Relators”). The United States, the State of California, Defendants, and Relators are hereinafter known collectively as “the Parties.”

### RECITALS

A. Southern California Medical Center, Inc. (“SCMC”) is a non-profit, Federally Qualified Health Center (“FQHC”) that provides healthcare services to underserved patient populations and operates six (6) clinics located at:

- 1) 14550 Haynes Street, Van Nuys, California 91411;
- 2) 502 West Holt Avenue, Pomona, California 91768;
- 3) 8825 Whittier Boulevard, Pico Rivera, California 90660;
- 4) 1627 East Anaheim Street, Long Beach, California 90813;
- 5) 12100 Valley Boulevard, El Monte, California 91732; and
- 6) 20011 Ventura Boulevard, Suite 1002, Woodland Hills, California 91364.

B. R & B Medical Group, Inc. d/b/a Universal Diagnostic Laboratories (“UDL”) is a full-service reference and esoteric laboratory located at 6700 Valjean Avenue, Van Nuys, California 91406.

C. Mohammad Rasekhi, M.D. (“Rasekhi”) is the founder of SCMC and co-owner of UDL. He was also the Chief Medical Officer (“CMO”) of SCMC. Rasekhi is married to Sheila Busheri.

D. Sheila Busheri (“Busheri”) is the Chief Executive Officer (“CEO”) of SCMC and co-owner and CEO of UDL. Busheri is married to Rasekhi.

E. On May 11, 2018, Relators filed a *qui tam* action in the United States District Court for the Central District of California captioned *United States ex rel. Abdi v. Rasekhi*, No. CV-18-03966 HDV (JCx) (C.D. Cal.), pursuant to the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b), (“FCA”) and the California False Claims Act, Cal. Gov’t Code § 12560 *et seq.* (“CFCA”) (the “Civil Action”).

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

G. The United States and the State of California contend that they have certain civil claims against Defendants arising under the FCA and CFCA for claims Defendants submitted or caused to be submitted in violation of the Anti-Kickback Statute (AKS), 42 U.S.C. § 1320a-7b(b)(2)(B), and the Stark Act, 42 U.S.C. § 1395nn(a)(1), during the period further described below. Particularly:

1. From July 2016 to March 2017, Defendants SCMC, Rasekhi, and Busheri violated the AKS by retaining and paying the third party marketers named in the Civil Action on a per-patient basis to refer Medicare and Medicaid beneficiaries to SCMC clinics. Defendants SCMC, Rasekhi, and Busheri submitted claims or caused claims to be submitted to and received payments from Medicare and Medicaid for medical care provided to beneficiaries described in this subparagraph.
2. From January 1, 2014 to December 31, 2019, Defendants UDL, Rasekhi, and Busheri violated the AKS by providing remuneration to the third party providers and marketers named in the Civil Action to refer Medicare and Medicaid beneficiaries to UDL for laboratory testing. The remuneration provided included paying rent without conducting any market valuation and at above fair market value; providing discounts on laboratory services to referring providers and their staff; and writing off balances owed to UDL by referring providers. Defendants UDL and Busheri submitted claims or caused claims to be submitted to and received payments from Medicare and Medicaid for beneficiaries referred for laboratory services as described in this subparagraph.
3. From January 1, 2014 to August 26, 2022, Rasekhi, who was the founder and CMO of SCMC and the co-owner of UDL and had financial interest in UDL and was an employee of SCMC, violated the Stark Act by referring his own patients from SCMC to UDL for laboratory tests that were paid for by Medicare and Medicaid.

The conduct described in this Recital is hereinafter referred to as “Covered Conduct.”

H. This Agreement is neither an admission of liability by Defendants, nor a concession by the United States, the State of California, or Relators that their claims are not well founded.

I. Relators claim entitlement under 31 U.S.C. § 3730(d) and Cal. Gov’t. Code § 12652(g) to a share of the proceeds of this Settlement Agreement and to Relators’ reasonable expenses, attorneys’ fees, and costs. Defendants acknowledge that Relators are entitled to reasonable expenses necessarily incurred, attorney’s fees and costs incurred in the prosecution of the Civil Action pursuant to 31 U.S.C. § 3730(d)(1) and (2), and Cal. Gov. Code § 12652(g)(8).

J. By the Effective Date of this Agreement, Relators and Defendants will negotiate and execute a separate settlement agreement providing for settlement of the non-intervened claims in exchange for payment of the sum of Five Million Dollars (\$5,000,000), plus interest at

a rate of 4.45% per annum from July 8, 2024 through the date of payment. This is hereinafter referred to as the “Non-Intervened Claims Settlement Agreement.”

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

TERMS AND CONDITIONS

1. Defendants shall pay to the United States and the State of California Ten Million Dollars (\$10,000,000) (the “Settlement Amount”), plus interest at a rate of 4.75% per annum from October 26, 2023 through the date of payment, as follows:

A. Within ten (10) days of the Effective Date of this Agreement, Defendants shall pay the United States \$5,992,438, of which \$2,996,219 is federal restitution, plus interest at a rate of 4.75% per annum from October 26, 2023 through the date of payment (the “Federal Settlement Amount”), by electronic funds transfer pursuant to written instructions to be provided by the Civil Division of the United States Department of Justice.

B. Within ten (10) days of the Effective Date of this Agreement, Defendants shall pay the State of California \$4,007,562, of which \$2,003,781 is state restitution, plus interest at a rate of 4.75% per annum from October 26, 2023 through the date of payment (the “State Settlement Amount”), by electronic funds transfer pursuant to written instructions to be provided by the California Department of Justice Division of Medi-Cal and Elder Abuse.

2. Subject to the exceptions in Paragraph 5 (concerning reserved claims) below, and subject to Paragraph 15 (concerning default) and Paragraph 16 (concerning bankruptcy) below, and upon the United States’ receipt of the Federal Settlement Amount, the United States releases

Defendants, together with current and former parent corporations; direct and indirect subsidiaries; brother or sister corporations; divisions; current or former corporate owners; and the corporate successor and assigns of any of them, from any civil or administrative monetary claim the United States has for the Covered Conduct under the FCA, 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; the civil monetary provisions of the Stark Law at 42 U.S.C. §§ 1395nn(g)(3) and (g)(4); or the common law theories of payment by mistake, unjust enrichment, and fraud.

3. Subject to the exceptions in Paragraph 5 (concerning reserved claims) below, and subject to Paragraph 15 (concerning default) and Paragraph 16 (concerning bankruptcy) below, and upon the State of California's receipt of the State Settlement Amount, the State of California releases Defendants, together with current and former parent corporations; direct and indirect subsidiaries; brother or sister corporations; divisions; current or former corporate owners; and the corporate successor and assigns of any of them, from any civil or administrative monetary claim the State of California has for the Covered Conduct under the CFCA, Cal. Gov't Code § 12560 *et seq.* or the common law theories of payment by mistake, unjust enrichment, and fraud.

4. Subject to the exceptions in Paragraph 5 (concerning reserved claims) below, and subject to Paragraph 15 (concerning default) and Paragraph 16 (concerning bankruptcy) below, and upon the United States' and the State of California's receipt of the Settlement Amount, plus interest due under Paragraph 1, Relators, for themselves and for their heirs, successors, attorneys, agents, and assigns, irrevocably and unconditionally waive, fully and finally release and forever discharge Defendants, together with their current or former officers, heirs, successors, attorneys, agents and assigns, from any civil monetary claim Relators have on behalf of the United States and the State of California for the Covered Conduct under the FCA, 31 U.S.C. §§ 3729-3733 and

the CFCA, Cal. Gov't Code § 12560 *et seq.*, that Relators have asserted, could have asserted, or may assert in the future against Defendants, related to the Covered Conduct and Relators' investigation and prosecution thereof, except that Relators expressly reserve and do not waive or release their claims under 31 U.S.C. § 3730(d) (1) and (2) and/or Cal. Gov't Code § 12652(g) for expenses, attorneys' fees and costs.

5. Notwithstanding the releases given in Paragraphs 2 through 4 of this Agreement, or any other term of this Agreement, the following claims and rights of the United States and the State of California 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. Any administrative liability or enforcement right, including mandatory and permissive exclusion from Federal health care programs;
- d. Any liability to the United States and the State of California (or their agencies) for any conduct other than the Covered Conduct;
- e. Any liability based upon obligations created by this Agreement;
- f. Any liability of individuals, other than the named 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; or
- i. Any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct.

6. The State of California, specifically the Department of Health Care Services, does not waive, and retains, any administrative liability or enforcement right, including its permissive and mandatory exclusion powers.

7. 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 Cal. Gov't Code § 12652(e)(2)(B). Relators do not waive any rights against the United States and the State of California under 31 U.S.C. § 3730(d) and Cal. Govt. Code § 12652(g) to a share of the proceeds of this Agreement. 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 in the Civil Action in order to dismiss the Civil Action, nor any dismissal of the Civil Action, shall waive or otherwise affect the ability of the United States to contend that provisions in the FCA, including 31 U.S.C. §§ 3730(d)(3) and 3730(e), bar Relators from sharing in the proceeds of this Agreement. Moreover, the United States and Relators and their heirs, successors, attorneys, agents, and assigns agree that they each retain all of their rights pursuant to the FCA 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 Relators' share have been reached to date.

8. Defendants waive and shall not assert any defenses Defendants may have to any criminal prosecution or administrative action relating to the Covered Conduct that may be based in whole or in part on a contention that, under the Double Jeopardy Clause in the Fifth Amendment of the Constitution, or under the Excessive Fines Clause in the Eighth Amendment of the Constitution, this Agreement bars a remedy sought in such criminal prosecution or administrative action. Notwithstanding, Defendants retain their administrative rights to otherwise

object or present evidence in the event a permissive exclusion is issued by the State of California.

9. Defendants fully and finally release the United States and the State of California, their agencies, officers, agents, employees, and servants, from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that Defendants have asserted, could have asserted, or may assert in the future against the United States or the State of California, their agencies, officers, agents, employees, and servants, related to the Covered Conduct or the United States' or the State of California's investigation or prosecution thereof.

10. Defendants for themselves and for their heirs, successors, attorneys, agents, and assigns, irrevocably and unconditionally waive, fully and finally release and forever discharge Relators, together with their current or former officers, heirs, successors, attorneys, agents and assigns, from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that Defendants have asserted, could have asserted, or may assert in the future against Relators, related to the Covered Conduct and Relators' investigation and prosecution thereof.

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

12. Defendants agree to the following:

a. Unallowable Costs Defined: All costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47; and in Titles XVIII and XIX of the



Social Security Act, 42 U.S.C. §§ 1395-1395lll and 1396-1396w-5; and the regulations and official program directives promulgated thereunder) incurred by or on behalf of Defendants, their present or former officers, directors, employees, shareholders, and agents in connection with:

- (1) the matters covered by this Agreement (including the Civil Action);
- (2) the United States' and the State of California's audit(s) and civil investigation(s) of the matters covered by this Agreement;
- (3) Defendants' investigation, defense, and corrective actions undertaken in response to the United States' and the State of California's audit(s) and civil investigation(s) in connection with the matters covered by this Agreement (including attorneys' fees);
- (4) the negotiation and performance of this Agreement; and
- (5) the payment Defendants make to the United States and the State of California pursuant to this Agreement, the Civil Action, and any payments that Defendants may make to Relators, 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 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 ninety (90) days of the Effective Date of this Agreement they shall identify to applicable Medicare and TRICARE fiscal intermediaries, carriers, and/or contractors, and Medicaid and FEHBP fiscal agents, any Unallowable Costs (as defined in this paragraph) included in payments previously sought from the United States, or any State Medicaid program, including, but not limited to, payments sought in any cost reports, cost statements, information reports, or payment requests already submitted by Defendants or any of their subsidiaries or affiliates, and shall request, and agree, that such cost reports, cost statements, information reports, or payment requests, even if already settled, be adjusted to account for the effect of the inclusion of the Unallowable Costs. Defendants agree that the United States, at a minimum, shall be entitled to recoup from Defendants any overpayment plus applicable interest and penalties as a result of the inclusion of such Unallowable Costs on previously-submitted cost reports, information reports, cost statements, or requests for payment.

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

d. Nothing in this Agreement shall constitute a waiver of the rights of the United States or State of California 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.

13. 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 14 (waiver for beneficiaries paragraph), below.

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

15. The Settlement Amount represents the amount the United States and the State of California are willing to accept in compromise of its civil claims arising from the Covered Conduct.

a. In the event that Defendants fail to pay the Settlement Amount as provided in Paragraph 1 above, Defendants shall be in Default of Defendants' payment obligations ("Default"). The United States and/or State of California will provide a written Notice of Default, and Defendants shall have an opportunity to cure such Default within seven (7) calendar days from the date of receipt of the Notice of Default by making the payment due under the payment schedule and paying any additional interest accruing under the Settlement Agreement up to the date of payment. Notice of Default will be delivered to Defendants, or to such other representative as Defendants shall designate in advance in writing. If Defendants fail to cure the Default within seven (7) calendar days of receiving the Notice of Default and in the absence of an agreement with the United States and/or

State of California to a modified payment schedule (“Uncured Default”), the remaining unpaid balance of the Settlement Amount shall become immediately due and payable, and interest on the remaining unpaid balance shall thereafter accrue at the rate of 12% per annum, compounded daily from the date of Default, on the remaining unpaid total (principal and interest balance).

b. In the event of Uncured Default, Defendants agree that the United States and/or the State of California, at their sole discretion, may (i) retain any payments previously made, rescind this Agreement and pursue the Civil Action or bring any civil and/or administrative claim, action, or proceeding against Defendants for the claims that would otherwise be covered by the releases provided in Paragraphs 2 through 4 above, with any recovery reduced by the amount of any payments previously made by Defendants to the United States and the State of California under this Agreement; (ii) take any action to enforce this Agreement in a new action or by reinstating the Civil Action; (iii) offset the remaining unpaid balance from any amounts due and owing to Defendants and/or affiliated companies by any department, agency, or agent of the United States and the State of California at the time of Default or subsequently; and/or (iv) exercise any other right granted by law, or under the terms of this Agreement, or recognizable at common law or in equity. The United States and the State of California shall be entitled to any other rights granted by law or in equity by reason of Default, including referral of this matter for private collection. In the event the United States or the State of California pursues a collection action, Defendants agree immediately to pay the United States and the State of California the greater of (i) a ten percent (10%) surcharge of the amount collected, as allowed by 28 U.S.C. § 3011(a), or (ii) the United States’ and the State of California’s reasonable attorneys’ fees and expenses incurred in

such an action. In the event that the United States or the State of California opt to rescind this Agreement pursuant to this paragraph, Defendants waive and agree not to plead, argue, or otherwise raise any defenses of statute of limitations, laches, estoppel or similar theories, to any civil or administrative claims that are (i) filed by the United States against Defendants within 120 days of written notification that this Agreement has been rescinded, and (ii) relate to the Covered Conduct, except to the extent these defenses were available on May 11, 2018. Defendants agree not to contest any offset, recoupment, and /or collection action undertaken by the United States or the State of California pursuant to this paragraph, either administratively or in any state or federal court, except on the grounds of actual payment to the United States.

c. In the event of Uncured Default, OIG-HHS may exclude Defendants from participating in all Federal health care programs until Defendants pay the Settlement Amount, with interest, as set forth above (Exclusion for Default). OIG-HHS will provide written notice of any such exclusion to Defendants. Defendants waive any further notice of the exclusion under 42 U.S.C. § 1320a-7(b)(7), and agree not to contest such exclusion either administratively or in any state or federal court. Reinstatement to program participation is not automatic. If at the end of the period of exclusion, Defendants wish to apply for reinstatement, they must submit a written request for reinstatement to OIG-HHS in accordance with the provisions of 42 C.F.R. §§ 1001.3001-.3005. Defendants will not be reinstated unless and until OIG-HHS approves such request for reinstatement. The option for Exclusion for Default is in addition to, and not in lieu of, the options identified in this Agreement or otherwise available.

16. In exchange for valuable consideration provided in this Agreement, Defendants and Relators acknowledge the following:

a. Defendants have reviewed their financial situation and warrant that they are solvent within the meaning of 11 U.S.C. §§ 547(b)(3) and 548(a)(1)(B)(ii)(I) and shall remain solvent following payment to the United States of the Settlement Amount.

b. In evaluating whether to execute this Agreement, the Parties intend that the mutual promises, covenants, and obligations set forth herein constitute a contemporaneous exchange for new value given to Defendants, within the meaning of 11 U.S.C. § 547(c)(1), and the Parties conclude that these mutual promises, covenants, and obligations do, in fact, constitute such a contemporaneous exchange.

c. The mutual promises, covenants, and obligations set forth herein are intended by the Parties to, and do in fact, constitute a reasonably equivalent exchange of value.

d. The Parties do not intend to hinder, delay, or defraud any entity to which Defendants were or became indebted 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 any of Defendants' payments or 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, Defendants 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 Defendants' debts, or to adjudicate Defendants as bankrupt or insolvent; or seeking appointment of a receiver, trustee, custodian, or other similar official for Defendants or for all or any substantial part of Defendants assets:

i. the United States or the State of California may rescind the releases in this Agreement and bring any civil and/or administrative claim, action,

or proceeding against Defendants for the claims that would otherwise be covered by the releases provided in Paragraphs 2 through 4 above;

ii. the United States and the State of California have an undisputed, noncontingent, and liquidated allowed claim against Defendants in the amount of \$30,000,000, less any payments received pursuant to Paragraph 1 of this Agreement, provided, however, that such payments are not otherwise avoided and recovered from the United States and the State of California by Defendants, a receiver, trustee, custodian, or other similar official for Defendants;

iii. if any payments are avoided and recovered by a receiver, trustee, creditor, custodian, or similar official, the United States and the State of California shall not be responsible for the return of any amounts already paid by the United States or the State of California to Relators; and

iv. if, notwithstanding subparagraph (iii), any amounts already paid by the United States or the State of California to Relators pursuant to Paragraph 1 are recovered from the United States or the State of California in an action or proceeding filed by a receiver, trustee, creditor, custodian, or similar official in or in connection with a bankruptcy case that is filed within two years of the Effective Date of this Agreement or of any payment made under Paragraph 1 of this Agreement, Relators shall, within thirty days of written notice from the United States to the undersigned Relators' counsel, return to the United States and the State of California all amounts recovered from the United States or the State of California.

f. Defendants agree that any civil and/or administrative claim, action, or proceeding brought by the United States under Paragraph 16.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. Defendants shall not argue or otherwise contend that the United States’ claim, action, or proceeding is subject to an automatic stay and, to the extent necessary, consent to relief from the automatic stay for cause under 11 U.S.C. § 362(d)(1). Defendants waive and shall not plead, argue, or otherwise raise any 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 Defendants that the releases have been rescinded pursuant to this paragraph, except to the extent such defenses were available on May 11, 2018.

17. Upon receipt of the payments described in Recital Paragraph I and Paragraph 1, the Parties shall promptly sign and file in the Civil Action a Joint Stipulation of Dismissal of the Covered Conduct pursuant to Rule 41(a)(1), dismissing the Covered Conduct with prejudice.

18. Except as provided in Recital Paragraph I, each Party shall bear its own legal and other costs incurred in connection with this Covered Conduct settlement, including the preparation and performance of this Agreement. Defendants stipulate and agree that Relators shall have ninety (90) days from the dismissal of the Civil Action to file a Motion for Award of Attorney’s Fees, Costs and Expenses for the Covered Conduct claims.

19. Each Party and signatory to this Agreement represents that it freely and voluntarily enters into this Agreement without any degree of duress or compulsion.

20. This Agreement is governed by the laws of the United States. The exclusive 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.

21. This Agreement constitutes the complete agreement between the Parties. This Agreement may not be amended except by written consent of the Parties. Forbearance by the United States from pursuing any remedy or relief available to it under this Agreement shall not constitute a waiver of rights under this Agreement.

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

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

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

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

26. All Parties consent to the United States and the State of California's disclosure of this Agreement, and information about this Agreement, to the public.

27. 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.

[SIGNATURE PAGES FOLLOW]

**THE UNITED STATES OF AMERICA**

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

BY: \_\_\_\_\_  
SAMSON O. ASIYANBI  
Trial Attorney  
Commercial Litigation Branch  
Civil Division  
United States Department of Justice

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

BY: \_\_\_\_\_  
JACK D. ROSS  
Assistant United States Attorney  
United States Attorney's Office  
Central District of California

DATED: 12/17/24

BY: \_\_\_\_\_  
**SUSAN GILLIN**  
Digitally signed by SUSAN GILLIN  
Date: 2024.12.17 10:59:10 -05'00'  
SUSAN E. GILLIN  
Assistant Inspector General for Legal Affairs  
Office of Counsel to the Inspector General  
Office of Inspector General  
United States Department of Health and Human Services


**THE UNITED STATES OF AMERICA**

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

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

SAMSON O. ASIYANBI  
Trial Attorney  
Commercial Litigation Branch  
Civil Division  
United States Department of Justice

DATED: 12/12/2024

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

JACK D. ROSS  
Assistant United States Attorney  
United States Attorney's Office  
Central District of California

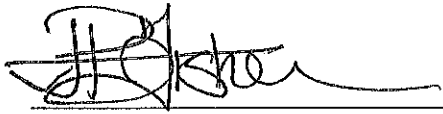
DATED: \_\_\_\_\_

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

SUSAN E. GILLIN  
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: 12/12/24

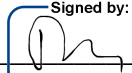
BY:  \_\_\_\_\_

JOHN P. FISHER  
Deputy Attorney General  
California Department of Justice  
Office of the Attorney General  
Division of Medi-Cal Fraud & Elder Abuse

**DEFENDANTS**

**MOHAMMAD RASEKHI, M.D. – DEFENDANT**

DATED: 12/11/2024

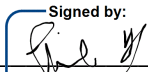
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BY:   
MOHAMMAD RASEKHI, M.D.

DATED: 12/11/2024

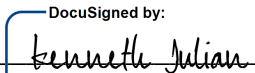
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BY:   
KENNETH JULIAN  
Manatt, Phelps & Phillips, LLP  
Counsel for Mohammad Rasekhi, M.D.

**SHEILA BUSERI – DEFENDANT**

DATED: 12/11/2024

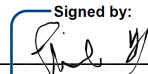
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BY:   
SHEILA BUSERI

DATED: 12/11/2024

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BY:   
KENNETH JULIAN  
Manatt, Phelps & Phillips, LLP  
Counsel for Sheila Busheri

**SOUTHERN CALIFORNIA MEDICAL CENTER, INC. – DEFENDANT**

DATED: 12/11/2024

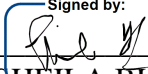
Signed by:  
BY:   
SHEILA BUSERI  
Chief Executive Officer  
Southern California Medical Center, Inc.

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

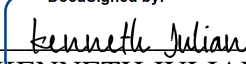
BY: \_\_\_\_\_  
JENNIFER A. SCOTT  
Kronick Moskowitz Tiedemann & Girard  
Counsel for Southern California Medical Center,  
Inc.

**R & B MEDICAL GROUP, INC. D/B/A UNIVERSAL DIAGNOSTIC LABORATORIES**  
**- DEFENDANT**

DATED: 12/11/2024

BY:  Signed by:  
\_\_\_\_\_  
SHEILA BUSHERI  
Chief Executive Officer  
R & B Medical Group, Inc. dba Universal  
Diagnostic Laboratories

DATED: 12/11/2024

BY:  DocuSigned by:  
\_\_\_\_\_  
KENNETH JULIAN  
Manatt, Phelps & Phillips, LLP  
Counsel for R & B Medical Group, Inc. dba  
Universal Diagnostic Laboratories

**DEFENDANTS**

**MOHAMMAD RASEKHI, M.D. – DEFENDANT**

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

BY: \_\_\_\_\_  
MOHAMMAD RASEKHI, M.D.

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

BY: \_\_\_\_\_  
KENNETH JULIAN  
Manatt, Phelps & Phillips, LLP  
Counsel for Mohammad Rasekhi, M.D.

**SHEILA BUSERI – DEFENDANT**

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

BY: \_\_\_\_\_  
SHEILA BUSERI

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


BY: \_\_\_\_\_  
KENNETH JULIAN  
Manatt, Phelps & Phillips, LLP  
Counsel for Sheila Buseri

**SOUTHERN CALIFORNIA MEDICAL CENTER, INC. – DEFENDANT**

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

BY: \_\_\_\_\_  
SHEILA BUSERI  
Chief Executive Officer  
Southern California Medical Center, Inc.

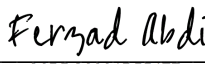
DATED: Dec. 11, 2024

BY:   
JENNIFER A. SCOTT  
Kronick Moskowitz Tiedemann & Girard  
Counsel for Southern California Medical Center,  
Inc.


**RELATORS**

**FERZAD ABDI – RELATOR**

DATED: 12/11/2024


BY: DocuSigned by:  
  
C6B8C0391B55477  
FERZAD ABDI

DATED: 12/11/2024


BY: DocuSigned by:  
  
07210F83659342F  
LOUIS J. COHEN  
Louis J. Cohen, a Prof. Corp.  
Counsel for Relator Ferzad Abdi

**JULIA BUTLER – RELATOR**

DATED: 12/11/2024


BY: DocuSigned by:  
  
2F380E066499472  
JULIA BUTLER

DATED: 12/11/2024


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LOUIS J. COHEN  
Louis J. Cohen, a Prof. Corp.  
Counsel for Relator Julia Butler

**JAMEESE SMITH – RELATOR**

DATED: 12/11/2024

BY: Signed by:  
  
6A29929763B44DF  
JAMEESE SMITH

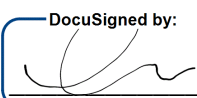
DATED: 12/11/2024

BY: DocuSigned by:  
  
07210F83659342F  
LOUIS J. COHEN  
Louis J. Cohen, a Prof. Corp.  
Counsel for Relator Jameese Smith

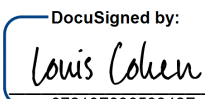


**KARLA SOLIS – RELATOR**

DATED: 12/11/2024

BY:   
89A5F70F56ED46F  
KARLA SOLIS

DATED: 12/11/2024

BY:   
07210F83659342E  
LOUIS J. COHEN  
Louis J. Cohen, a Prof. Corp.  
Counsel for Relator Karla Solis