

## 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”) (collectively, the “United States”); the State of California, acting through the California Department of Justice Division of Medi-Cal Fraud and Elder Abuse (“California”); Ventura County Medi-Cal Managed Care Commission d/b/a Gold Coast Health Plan (“Gold Coast”); Clinicas del Camino Real, Inc. (“Clinicas”); Atul Maithel and Andre Galvan (collectively “Relators”) (hereafter collectively referred to as “the Parties” and each is a “Party”), through their authorized representatives. Gold Coast is a public entity established under the laws of the State of California.

### RECITALS

A. Gold Coast is a county organized health system, established by Ventura County pursuant to California state law. Gold Coast contracts with California’s Department of Health Care Services (“DHCS”) to arrange for the provision of health care services to Ventura County residents under California’s Medicaid program (known as “Medi-Cal”). Clinicas is a non-profit health care organization that provides health care services to low-income persons throughout Ventura County, including to Medi-Cal patients through a contract with Gold Coast.

B. On October 2, 2015, Relators filed a *qui tam* action in the United States District Court for the Central District of California captioned *United States ex rel. Atul Maithel and Andre Galvan, and on behalf of the State of California v. Ventura County Medi-Cal Managed Care Commission d/b/a Gold Coast Health Plan; Dignity Health; Ventura County Medical Center; and Clinicas del Camino Real, Inc.*, Case No. 15-cv-7760, pursuant to the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b), and the California False Claims Act

("CFCA"), California Government Code § 12652(c) (the "Civil Action"). On March 8, 2016, Relators filed a First Amended Complaint in the Civil Action, and on May 24, 2019, Relators filed a Second Amended Complaint in the Civil Action. Relators allege, generally, that Clinicas and Gold Coast violated the FCA and CFCA in connection with certain payments made by Gold Coast to Clinicas in connection with Medi-Cal Adult Expansion under the Affordable Care Act, and claims made by Clinicas to Gold Coast for such payments (referred to as the "Clinicas Allegations"). Relators allege that Gold Coast and the other defendants (Ventura County Medical Center, and Dignity Health, which are not part of this Agreement) also violated the FCA and CFCA in connection with certain payments made by Gold Coast to the other defendants in connection with Medi-Cal Adult Expansion under the Affordable Care Act, and claims made by the other defendants to Gold Coast for such payments.

C. The United States and California contend that Clinicas and Gold Coast submitted or caused to be submitted claims for payment under the Medicaid Program, 42 U.S.C. §§ 1396-1396w-5.

D. The United States and California contend that they have certain civil claims arising from Clinicas and Gold Coast submitting or causing the submission of false claims to Medi-Cal pursuant to a Memorandum of Understanding entered into between Clinicas and Gold Coast effective July 1, 2015 (signed by Clinicas on July 17, 2015, and by Gold Coast on August 19, 2015) (the "MOU"), for "Additional Services provided" to Adult Expansion Medi-Cal members between January 1, 2014, and May 31, 2015; and the retroactive payment that Gold Coast made to Clinicas on or about August 27, 2015, pursuant to the MOU. The United States and California contend that the retroactive payments claimed and received under the MOU were wrongful because, allegedly: (a) the payments were not "allowed medical expenses" under Gold Coast's contract with DHCS; (b) the payments were unlawful gifts of public funds in violation of

Article IV, section 17 of the California Constitution; and (c) the payments were pre-determined amounts that did not reflect the fair market value of any Additional Services provided, and/or the Additional Services were duplicative of services already required to be rendered. The conduct described in this Paragraph D is referred to below as the “Covered Conduct.”

E. Clinicas and Gold Coast deny the allegations in Paragraphs B–D.

F. This Agreement is neither an admission of liability by Clinicas or Gold Coast nor a concession by the United States and California that their claims are not well founded.

G. Relators claim entitlement under 31 U.S.C. § 3730(d) and California Government Code § 12652(g) to a share of the proceeds of this 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 Agreement, the Parties agree and covenant as follows:

#### TERMS AND CONDITIONS

1. Clinicas shall pay the United States and California the sum of \$12.5 million (\$12,500,000) and Gold Coast shall pay the United States the sum of \$1.2 million (\$1,200,000) (collectively, the “Settlement Amount”), plus interest on the Settlement Amount at a rate of 1.375% per annum from March 2, 2021, as follows:

a. Clinicas shall pay the United States \$11.25 million (\$11,250,000) plus interest at a rate of 1.375% per annum from March 2, 2021, no later than 30 days after the Effective Date of this Agreement by electronic funds transfer pursuant to written instructions to be provided by the United States Attorney’s Office for the Central District of California.

b. Clinicas shall pay California \$1.25 million (\$1,250,000) plus interest at a rate of 1.375% per annum from March 2, 2021, no later than 30 days after the Effective Date of this

Agreement by electronic funds transfer pursuant to written instructions to be provided by the California Department of Justice Bureau of Medi-Cal Fraud and Elder Abuse.

c. Gold Coast shall pay the United States \$1.2 million (\$1,200,000) plus interest at a rate of 1.375% per annum from March 2, 2021, no later than 30 days after the Effective Date of this Agreement by electronic funds transfer pursuant to written instructions to be provided by the United States Attorney's Office for the Central District of California.

2. Conditioned upon receiving the Settlement Amount payments the United States shall pay to Relators by electronic funds transfer 18.5 percent and California shall pay to Relators by electronic funds transfer 24 percent of each such payment received under the Settlement Agreement as soon as feasible after receipt of each such payment. Those payments described shall collectively be referred to as "Relators' Share."

3. Clinicas shall pay \$237,500 to Relators' Counsel, which is Clinicas's agreed-upon share of statutory fees and costs to Relators' Counsel under 31 U.S.C. § 3730(d)(1) and Cal. Gov. Code § 12652(g)(8). Gold Coast shall pay \$237,500 to Relators' Counsel, which is Gold Coast's agreed-upon share of statutory fees and costs to Relators' Counsel under 31 U.S.C. § 3730(d)(1) and Cal. Gov. Code § 12652(g)(8). These payments shall be made no later than 30 days after the Effective Date of this Agreement by electronic funds transfer pursuant to written instructions to be provided by Relators' Counsel.

4. United States' Releases

a. Subject to the exceptions in Paragraph 8 (concerning reserved claims) and upon the United States' and California's receipt of the full Settlement Amount plus interest due from Clinicas under Paragraph 1, the United States releases Clinicas, and its current or former successors and assigns 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.

b. Subject to the exceptions in Paragraph 8 (concerning reserved claims), and upon the United States' receipt of the full Settlement Amount plus interest due from Gold Coast under Paragraph 1, the United States releases Gold Coast, and its current or former successors and assigns 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.

5. In consideration of the obligations of Gold Coast in this Agreement and in the Corporate Integrity Agreement ("CIA") entered into between OIG-HHS and Gold Coast and upon the United States' receipt of full payment of the Settlement Amount plus interest due from Gold Coast under Paragraph 1, the OIG-HHS shall 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 Gold Coast 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 reserved claims), below. The OIG-HHS expressly reserves all rights to comply with any statutory obligations to exclude Gold Coast 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.

6. California's Releases

a. Subject to the exceptions in Paragraph 8 (concerning reserved claims) below and upon the United States' and California's receipt of the full Settlement Amount plus interest due from Clinicas under Paragraph 1, California releases Clinicas, and its current or former successors and assigns, from any civil or administrative monetary claim that California has for the Covered Conduct, under the California False Claims Act, California Government Code §§ 12650-12656; or the common law theories of payment by mistake, unjust enrichment, and fraud. California also releases all right to recoup, demand, or otherwise seek the return of any funds distributed by Gold Coast to Clinicas pursuant to the MOU and arising out of the Covered Conduct.

b. Subject to the exceptions in Paragraph 8 (concerning reserved claims) below, and upon the United States' receipt of the full Settlement Amount plus interest due from Gold Coast under Paragraph 1, California releases Gold Coast, and its current or former successors and assigns, from any civil or administrative monetary claim that California has for the Covered Conduct, under the California False Claims Act, California Government Code §§ 12650-12656; or the common law theories of payment by mistake, unjust enrichment, and fraud. California also releases all right to recoup, demand, or otherwise seek the return of any funds distributed by Gold Coast to Clinicas pursuant to the MOU, and arising out of the Covered Conduct.

7. Relators' Releases

a. Except for those rights created under this Agreement, and upon the United States' and California's receipt of the full Settlement Amount plus interest due from Clinicas under Paragraph 1, and upon Clinicas's payment of \$237,500 to Relators' counsel, which is Clinicas's agreed-upon share of statutory fees and costs to Relators' counsel under 31 U.S.C. § 3730(d)(1) and Cal. Gov. Code § 12652(g)(8), Relators and each of them, on behalf of themselves, and each

Relator's heirs, successors, attorneys, agents, transferees, and assigns, irrevocably and unconditionally waives, releases, and forever discharges Clinicas, and its current or former heirs, successors, attorneys, agents, transferees, members, officers, directors, commissioners, supervisors, employees, and assigns, from any and all charges, complaints, lawsuits, claims, liabilities, obligations, promises, agreements, controversies, injuries, damages, actions, causes of action, suits, rights, demands, judgments, claims for relief, indebtedness, costs, losses, debts and expenses (including attorneys' fees and costs actually incurred), of any nature whatsoever, whether in law or in equity, known or unknown, suspected or unsuspected, actual or potential, in their individual capacities or on behalf of the United States and/or California, including without limitation, for claims arising from: (i) the filing of the Civil Action as to the Clinicas Allegations; (ii) any federal or California law, including but not limited to 31 U.S.C. §§ 3729-3733 and California Government Code §§ 12650-12656, as to the Clinicas Allegations, including for expenses or attorney's fees and costs related thereto; or (iii) any federal or California employment law, including but not limited to 31 U.S.C. § 3730(h), Cal. Gov. Code § 12653, and California Labor Code.

b. Except for those rights created under this Agreement, and upon the United States' receipt of the full Settlement Amount plus interest due from Gold Coast under Paragraph 1, and upon Gold Coast's payment of \$237,500 to Relators' counsel, which is Gold Coast's agreed-upon share of statutory fees and costs to Relators' counsel under 31 U.S.C. § 3730(d)(1) and Cal. Gov. Code § 12652(g)(8), Relators and each of them, on behalf of themselves, and each Relator's heirs, successors, attorneys, agents, transferees, and assigns, irrevocably and unconditionally waives, releases, and forever discharges Gold Coast, and its current or former heirs, successors, attorneys, agents, transferees, members, officers, directors, commissioners, supervisors, employees, and assigns, from any and all charges, complaints, lawsuits, claims,

liabilities, obligations, promises, agreements, controversies, injuries, damages, actions, causes of action, suits, rights, demands, judgments, claims for relief, indebtedness, costs, losses, debts and expenses (including attorneys' fees and costs actually incurred), of any nature whatsoever, whether in law or in equity, known or unknown, suspected or unsuspected, actual or potential, in their individual capacities or on behalf of the United States and/or California, including without limitation, for claims arising from: (i) the filing of the Civil Action as to the Clinicas Allegations; (ii) any federal or California law, including but not limited to 31 U.S.C. §§ 3729-3733 and California Government Code §§ 12650-12656, as to the Clinicas Allegations, including for expenses or attorney's fees and costs related thereto; or (iii) any federal or California employment law, including but not limited to 31 U.S.C. § 3730(h), Cal. Gov. Code § 12653, and California Labor Code.

c. Waiver of Civil Code Section 1542. It is the intention of each Relator in executing this Agreement that it shall be effective as a full and final accord and satisfactory release of each and every matter specifically referred to herein and all claims and causes of action that each Relator on behalf of themselves, and each Relator's heirs, successors, attorneys, agents, transferees, and assigns, may have as to Clinicas and/or Gold Coast, and/or their current or former heirs, successors, attorneys, agents, transferees, members, officers, directors, commissioners, supervisors, employees, and assigns. In furtherance of this intention, each Relator acknowledges that he or she is familiar with § 1542 of the Civil Code of the State of California, which provides as follows:

**A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.**



As to the claims and causes of actions that each Relator may have against Clinicas, Gold Coast, or both, each Relator waives and relinquishes any rights and benefits they may have under § 1542 of the Civil Code of the State of California to the full extent that they may lawfully waive all such rights and benefits, subject to the exclusions set out in Paragraph 7.a and 7.b.

8. Notwithstanding the releases given in Paragraphs 4 through 7 of this Agreement, or any other term of this Agreement, the following claims and rights of the United States and California are specifically reserved and are not released:

- a. Any liability arising under Title 26, U.S. Code (Internal Revenue Code) or under California state tax law;
- b. Any criminal liability;
- c. Except as explicitly stated in this Agreement, any administrative liability or enforcement right, including for Clinicas and Gold Coast mandatory exclusion and including for Clinicas permissive exclusion from Federal health care programs;
- d. Any liability to the United States or 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;
- 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. 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 California Government Code § 12652(e)(2)(B). Conditioned upon Relators' receipt of Relators' Share from the United States, Relators and their heirs, successors, attorneys, agents, and assigns fully and finally release, waive, and forever discharge the United States, its agencies, officers, agents, employees, and servants, from any claims arising from the filing of the Civil Action or under 31 U.S.C. § 3730, and from any claims to a share of the proceeds of this Agreement and/or the Civil Action. Conditioned upon Relators' receipt of Relator's share from California, Relators and their heirs, successors, attorneys, agents, and assigns fully and finally release, waive, and forever discharge California, its agencies, officers, agents, employees, and servants, from any claims arising from the filing of the Civil Action, and from any claims to a share of the proceeds of this Agreement and/or the Civil Action.

10. Clinicas and Gold Coast waive and shall not assert any defenses they may have to any criminal prosecution or administrative action relating to the Covered Conduct that may be based in whole or in part on a contention that, under the Double Jeopardy Clause in the Fifth Amendment of the United States Constitution, or under the Excessive Fines Clause in the Eighth Amendment of the United States Constitution, this Agreement bars a remedy sought in such criminal prosecution or administrative action.

11. Clinicas and Gold Coast fully and finally release the United States and California, their agencies, officers, agents, employees, and servants, from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that Clinicas and Gold Coast have asserted, could have asserted, or may assert in the future against the United States or

California, their agencies, officers, agents, employees, and servants, related to the Covered Conduct or the United States' or California's investigation or prosecution thereof.

12. Clinicas and Gold Coast fully and finally release Relators from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that Clinicas and Gold Coast have asserted or could have asserted against Relators, including without limitation for claims related to the Covered Conduct and related retaliation claims and the Relators' investigation and prosecution thereof.

13. Defendants' Mutual Releases

a. Upon the United States' receipt of the full Settlement Amount plus interest due from Clinicas under Paragraph 1, Gold Coast, on behalf of itself and its successors, attorneys, agents, transferees, members, officers, directors, commissioners, employees, and assigns, fully and finally releases Clinicas and each of its successors, attorneys, agents, transferees, officers, directors, supervisors, employees, and assigns, from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that Gold Coast has asserted, could have asserted, or may assert against Clinicas, arising from or related to the Clinicas Allegations or the investigation thereof, including without limitation, any payments made by either party pursuant to this Agreement. In furtherance of this mutual release, Gold Coast acknowledges that it is familiar with § 1542 of the Civil Code of the State of California, and waives and relinquishes any rights and benefits it may have under § 1542 of the Civil Code of the State of California to the full extent that it may lawfully waive all such rights and benefits, as arising from or related to the Clinicas Allegations or the investigation thereof.

b. Upon the United States' receipt of the full Settlement Amount plus interest due from Gold Coast under Paragraph 1, Clinicas, on behalf of itself and its successors, attorneys, agents, transferees, members, officers, directors, commissioners, employees, and assigns, fully

and finally releases Gold Coast and each of its successors, attorneys, agents, transferees, officers, directors, supervisors, employees, and assigns, from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that Clinicas asserted, could have asserted, or may assert against Gold Coast, arising from or related to the Clinicas Allegations or the investigation thereof, including without limitation, any payments made by either party pursuant to this Agreement. In furtherance of this mutual release, Clinicas acknowledges that it is familiar with § 1542 of the Civil Code of the State of California, and waives and relinquishes any rights and benefits it may have under § 1542 of the Civil Code of the State of California to the full extent that it may lawfully waive all such rights and benefits, as arising from or related to the Clinicas Allegations or the investigation 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 Medi-Cal related to the Covered Conduct; and Clinicas and Gold Coast agree not to resubmit to Medi-Cal any previously denied claims related to the Covered Conduct, agree not to appeal any such denials of claims, and agree to withdraw any such pending appeals.

15. Clinicas and Gold Coast 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 Clinicas or Gold Coast, their 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) Clinicas' and/or Gold Coast'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);
- (4) the negotiation and performance of this Agreement;
- (5) the payments Clinicas and Gold Coast make to the United States pursuant to this Agreement and any payments that Clinicas and Gold Coast may make to Relators, including costs and attorneys' fees; and
- (6) as to Gold Coast, 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 15.a.(6) that may apply to the obligations undertaken pursuant to the CIA affects the status of the costs that are not allowable based on any other authority applicable to Gold Coast.

b. Future Treatment of Unallowable Costs: Unallowable Costs shall be separately determined and accounted for by Clinicas and Gold Coast, and Clinicas and Gold Coast 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

Clinicas or Gold Coast or any of their subsidiaries or affiliates to the Medicare, Medicaid, TRICARE, or FEHBP Programs.

c. Treatment of Unallowable Costs Previously Submitted for Payment: Clinicas and Gold Coast further agree that within 90 days of the Effective Date of this Agreement, each 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 Clinicas and/or Gold Coast 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. Clinicas and Gold Coast agree that the United States, at a minimum, shall be entitled to recoup from Clinicas and Gold Coast 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 Clinicas or Gold Coast or any of their subsidiaries or affiliates on the effect of inclusion of Unallowable Costs (as defined in this paragraph) on Clinicas or Gold Coast 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 to audit, examine, or re-examine Clinicas's and Gold Coast's books and records to

determine that no Unallowable Costs have been claimed in accordance with the provisions of this paragraph.

16. Subject to applicable privileges which they do not waive, Clinicas and Gold Coast agree to cooperate fully and truthfully with the United States' and California's investigations of individuals and entities not released in this Agreement. Upon reasonable notice, Clinicas and Gold Coast shall encourage, and agree not to impair, the cooperation of their respective directors, officers, and employees, and shall use their best efforts to make available, and encourage, the cooperation of former directors, officers, and employees for interviews and testimony, consistent with the rights and privileges of such individuals. Clinicas and Gold Coast further agree to furnish to the United States and California, 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 they have undertaken, or that has been performed by another on their 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. Clinicas and Gold Coast agree to 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.

19. Upon receipt of the payments from Clinicas and Gold Coast described in Paragraph 1, above, the United States, California, and Relators shall promptly sign and file in the

Civil Action a Joint Stipulation of Dismissal of Clinicas and Gold Coast as to the Covered Conduct, pursuant to Rule 41(a)(1) as follows:

- a. the Stipulation of Dismissal shall be with prejudice as to the United States' and California's claims against Clinicas and Gold Coast as to the Covered Conduct;
- b. the Stipulation of Dismissal shall be without prejudice as to the United States and California as to all other claims against Clinicas and as to all other claims against Gold Coast for the Clinicas Allegations;
- c. the Stipulation of Dismissal shall be with prejudice as to Relators as to all claims against Clinicas; and
- d. the Stipulation of Dismissal shall be with prejudice as to Relators as to all of their claims against Gold Coast as to the Clinicas Allegations and as to any and all of Relators' employment law claims, including but not limited to claims pursuant to 31 U.S.C. § 3730(h), Cal. Gov. Code § 12653, and California Labor Code § 1102.5.

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

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

22. 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.



23. 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 or California from pursuing any remedy or relief available to it under this Agreement shall not constitute a waiver of rights under this Agreement.

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

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

26. This Agreement is binding on Clinicas's and Gold Coast's successors, transferees, heirs, and assigns.

27. This Agreement is binding on Relators' successors, transferees, current or former heirs, attorneys, agents, and assigns.

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

29. 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: August 8, 2022

BY: Jack D. Ross  
Jack D. Ross  
Assistant United States Attorney  
Central District of California

DATED: August 11, 2022

BY: Mary Beth Hickcox-Howard  
Mary Beth Hickcox-Howard  
Trial Attorney  
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

**THE STATE OF CALIFORNIA**

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

BY: \_\_\_\_\_  
Nicholas N. Paul  
Senior Assistant Attorney General  
California Department of Justice  
Division of Medi-Cal Fraud & Elder Abuse

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

BY: \_\_\_\_\_  
Michelle Baass  
Director  
California Department of Health Care Services

**THE UNITED STATES OF AMERICA**

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
Jack D. Ross  
Assistant United States Attorney  
Central District of California

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
Mary Beth Hickcox-Howard  
Trial Attorney  
Commercial Litigation Branch  
Civil Division  
United States Department of Justice

DATED: 8/10/2022 BY: Lisa M. Re / RMP \_\_\_\_\_  
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: \_\_\_\_\_ BY: \_\_\_\_\_  
Nicholas N. Paul  
Senior Assistant Attorney General  
California Department of Justice  
Division of Medi-Cal Fraud & Elder Abuse

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
Michelle Baass  
Director  
California Department of Health Care Services

**THE UNITED STATES OF AMERICA**

DATED:

BY:

\_\_\_\_\_  
Jack D. Ross  
Assistant United States Attorney  
Central District of California

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

BY:

\_\_\_\_\_  
Mary Beth Hickey-Howard  
Trial Attorney  
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

**THE STATE OF CALIFORNIA**

DATED: 8/8/22

BY:

Nicholas N. Paul  
Nicholas N. Paul  
Senior Assistant Attorney General  
California Department of Justice  
Division of Medi-Cal Fraud & Elder Abuse

DATED: 8-8-22

BY:

Michelle Baass  
Michelle Baass  
Director  
California Department of Health Care Services

**VENTURA COUNTY MEDI-CAL MANAGED CARE COMMISSION d/b/a GOLD  
COAST HEALTH PLAN - DEFENDANT**

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

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

Nick Liguori, CEO  
Ventura County Medi-Cal Managed Care Commission  
d/b/a Gold Coast Health Plan

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

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

Charles J. Stevens  
Counsel for Ventura County Medi-Cal Managed Care  
Commission d/b/a Gold Coast Health Plan

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

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

Winston Y. Chan  
Counsel for Ventura County Medi-Cal Managed Care  
Commission d/b/a Gold Coast Health Plan

**CLINICAS DEL CAMINO REAL, INC. - DEFENDANT**

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

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

Gagan Pawar, M.D.,  
Chief Executive Officer  
Clinicas Del Camino Real, Inc.

DATED: Aug. 9, 2002

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

  
Jennifer A. Scott  
Counsel for Clinicas Del Camino Real, Inc

**VENTURA COUNTY MEDI-CAL MANAGED CARE COMMISSION d/b/a GOLD  
COAST HEALTH PLAN - DEFENDANT**

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

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

Nick Liguori, CEO  
Ventura County Medi-Cal Managed Care Commission  
d/b/a Gold Coast Health Plan

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

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

Charles J. Stevens  
Counsel for Ventura County Medi-Cal Managed Care  
Commission d/b/a Gold Coast Health Plan

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

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

Winston Y. Chan  
Counsel for Ventura County Medi-Cal Managed Care  
Commission d/b/a Gold Coast Health Plan

**CLINICAS DEL CAMINO REAL, INC. - DEFENDANT**

DATED: 8/10/2022  
\_\_\_\_\_

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

DocuSigned by:  
*Gagan Pawar, M.D.*  
C6690AED5E4B4D4...  
Gagan Pawar, M.D.,  
Chief Executive Officer  
Clinicas Del Camino Real, Inc.

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

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

Jennifer A. Scott  
Counsel for Clinicas Del Camino Real, Inc

**VENTURA COUNTY MEDI-CAL MANAGED CARE COMMISSION d/b/a GOLD  
COAST HEALTH PLAN - DEFENDANT**

DATED: 08/04/22 BY: *Nicholas Liguori*  
Nick Liguori, CEO  
Ventura County Medi-Cal Managed Care Commission  
d/b/a Gold Coast Health Plan

DATED: 08/04/22 BY: *Charles J. Stevens*  
Charles J. Stevens  
Counsel for Ventura County Medi-Cal Managed Care  
Commission d/b/a Gold Coast Health Plan

DATED: 08/04/22 BY: *WYC*  
Winston Y. Chan  
Counsel for Ventura County Medi-Cal Managed Care  
Commission d/b/a Gold Coast Health Plan

**CLINICAS DEL CAMINO REAL, INC. - DEFENDANT**

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
Gagan Pawar, M.D.,  
Chief Executive Officer  
Clinicas Del Camino Real, Inc.

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
Jennifer A. Scott  
Counsel for Clinicas Del Camino Real, Inc

ATUL MAITHEL - RELATOR

DATED: Aug 1, 2022 BY: Atul Maithel  
Atul Maithel

DATED: 8/3/22 BY: Robert J. Nelson  
Robert J. Nelson  
Nimish R. Desai  
Leiff Cabraser Heimann & Berstein, LLP  
Counsel for Atul Maithel

DATED: 8/3/2022 BY: Marc G. Reich  
Marc G. Reich  
Reich Radcliffe & Hoover, LLP  
Counsel for Atul Maithel

ANDRE GALVAN - RELATOR

DATED: BY: \_\_\_\_\_  
Andre Galvan

DATED: BY: \_\_\_\_\_  
Robert J. Nelson  
Nimish R. Desai  
Lief Cabraser Heimann & Berstein, LLP  
Counsel for Andre Galvan

DATED: BY: \_\_\_\_\_  
Marc G. Reich  
Reich Radcliffe & Hoover, LLP  
Counsel for Andre Galvan



ATUL MAITHEL - RELATOR

DATED: BY: \_\_\_\_\_  
Atul Maithel

DATED: BY: \_\_\_\_\_  
Robert J. Nelson  
Nimish R. Desai  
Leiff Cabraser Heimann & Berstein, LLP  
Counsel for Atul Maithel

DATED: BY: \_\_\_\_\_  
Marc G. Reich  
Reich Radcliffe & Hoover, LLP  
Counsel for Atul Maithel

ANDRE GALVAN - RELATOR

DATED: 8-3-2022 BY: Andre Galvan  
Andre Galvan

DATED: 8/3/22 BY: [Signature]  
Robert J. Nelson  
Nimish R. Desai  
Lieff Cabraser Heimann & Berstein, LLP  
Counsel for Andre Galvan

DATED: 8/3/2022 BY: Marc G. Reich  
Marc G. Reich  
Reich Radcliffe & Hoover, LLP  
Counsel for Andre Galvan