

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 United States Department of Health and Human Services (“HHS”), the United States Defense Health Agency (“DHA”), acting on behalf of the TRICARE Program, and the United States Office of Personnel Management (“OPM”), which administers the Federal Employees Health Benefits Program (“FEHBP”), Berkeley Heartlab, Incorporated (“Berkeley”), Quest Diagnostics Incorporated (“Quest” and, together with Berkeley, “Defendants”), and Dr. Michael Mayes (“Relator”) (hereafter collectively referred to as “the Parties”), through their authorized representatives.

RECITALS

- A. Defendant Berkeley is a corporation organized under the laws of the State of California and headquartered in Burlingame, California. From at least 1999 until August 2013, Berkeley was in the business of providing cardiovascular disease management services, including laboratory services, to physicians, medical clinics and patients throughout the United States. From October 2007 through May 2011, Berkeley was a wholly-owned subsidiary of Celera Corporation. In May 2011, Celera Corporation was purchased by Defendant Quest.
- B. Defendant Quest is a corporation organized under the laws of the State of Delaware and headquartered in Madison, New Jersey. From at least 1999 and continuing through present, Quest has been in the business of providing laboratory

testing services to physicians, medical clinics and patients throughout the United States.

- C. Dr. Michael Mayes is a resident of South Carolina and a practicing physician. On June 30, 2011, Dr. Mayes filed a *qui tam* action in the United States District Court for the District of South Carolina captioned *United States ex rel. Mayes v. Berkeley HeartLab Inc., et al.*, Case No. 9:11-CV-01593-RMG (D.S.C.), now consolidated under Case No. 9:14-cv-00230-RMG (the “Civil Action”), pursuant to the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b). Dr. Mayes named Berkeley as one of multiple defendants in his original complaint. On September 10, 2012, Dr. Mayes amended his complaint and named Quest as a defendant. Dr. Mayes amended his complaint three more times such that his operative complaint is the Fourth Amended Complaint, filed October 20, 2015.
- D. On March 31, 2015, the United States partially intervened in the Civil Action, including certain allegations asserted against Berkeley. On August 7, 2015, the United States filed its Complaint in Intervention, contending that Berkeley submitted or caused to be submitted claims for payment to the Medicare Program, Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395kkk-1 (“Medicare”) and the TRICARE Program, 10 U.S.C. §§ 1071-1110b (“TRICARE”).
- E. In its Complaint in Intervention, the United States contends that it has certain civil claims against Berkeley for engaging in the following conduct from 1999, prior to Quest’s acquisition of Celera, until January 2012, when Quest finished winding down the conduct (hereinafter referred to as the “Covered Conduct”):

(1) offering and/or paying illegal remuneration to health care providers through “process and handling” payments related to the collection of blood, which remuneration was intended, in whole or in part, to induce referrals in violation of the Anti-Kickback Statute (“AKS”), 42 U.S.C. § 1320a-7b(b);

(2) routinely offering to waive and/or waiving cost-sharing obligations, such as copayments and deductibles, for certain TRICARE beneficiaries, with the intent, in whole or in part, to induce referrals to Berkeley for testing, in violation of the AKS; and

(3) submitting or causing to be submitted claims for payment to Medicare and TRICARE for tests that were not medically necessary or that were not reimbursable.

As a result of the foregoing conduct, the United States alleges that Berkeley is liable for knowingly submitting false or fraudulent claims to Medicare and TRICARE, in violation of the False Claims Act (“FCA”), 31 U.S.C. §§ 3729-3733.

F. The United States declined to intervene in Dr. Mayes’ remaining allegations against Berkeley (hereinafter referred to as the “Declined Berkeley Claims”). The United States also declined to intervene in the allegations against Quest.

G. In his Fourth Amended Complaint, Dr. Mayes alleges that Quest is liable under the FCA for the following conduct after its May, 2011 acquisition of Berkeley:

(1) paying “process and handling” fees on behalf of Berkeley to induce referrals;

(2) offering new forms of alternative remuneration instead of “process and handling” fees to induce continued referrals;

(3) improperly obtaining assets of Berkeley; and

(4) conspiring with Berkeley to violate the FCA and evade responsibility for Quest’s and Berkeley’s conduct.

(hereinafter referred to as the “Declined Quest Claims”). By Order of March 28, 2016, the presiding Court dismissed all of Dr. Mayes’ allegations against Quest except for (2) above regarding new forms of remuneration.

- H. On April 11, 2016, Relator Mayes subsequently proffered a proposed Fifth Amended Complaint to Defendants Berkeley and Quest and to the United States (hereinafter “Proposed Fifth Amended Complaint”) and indicated his intent to seek leave to file that pleading that day in the absence of an agreement in principle between the United States and Defendants. Defendant Quest has expressed its intention to oppose any such motion to further amend by Dr. Mayes.
- I. This Settlement Agreement is neither an admission of liability by Berkeley or Quest, nor a concession by the United States or Relator Mayes that their claims are not well founded. Berkeley denies the allegations in the Complaint in Intervention and the Declined Berkeley Claims, and Quest denies Relator’s allegations in the Fourth Amended Complaint and the Proposed Fifth Amended Complaint.
- J. 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 six million dollars (\$6,000,000) and interest on said \$6,000,000 at a rate of 1.750 % from December 1, 2016 (“Settlement Amount”), no later than thirty (30) days after the Effective Date of this Agreement by

electronic funds transfer pursuant to written instructions to be provided by the Civil Division of the United States Department of Justice.

2. Subject to the exceptions in Paragraph 4 (concerning excluded claims) below, and conditioned upon Defendants' full payment of the Settlement Amount, the United States releases Berkeley 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. Except for the attorneys' fees, costs and expenses that Relator is entitled to collect as a result of the Civil Action pursuant to 31 U.S.C. § 3730(d), subject to Paragraph 6 below, and conditioned upon Defendants' full payment of the Settlement Amount, Relator, for himself and, to the full extent of his legal authority to do so, for his family members, heirs, executors, representatives, successors, agents, assigns, joint venturers, third party beneficiaries, employees and partners and any and all entities formerly, now, or in the future owned in whole or in part by himself or any member of his family, heirs, executors, representatives, successors, partners, agents and assigns (together with the Relator, the "Relator Releasors") releases Defendants Berkeley and Quest and each of their current and former parent corporations, direct and indirect subsidiaries, predecessors, successors, affiliates, brother or sister corporations, divisions, and joint ventures, and each of Defendants' current or former owners, officers, directors, agents, employees, shareholders, joint venturers, and successors and assigns of them (collectively,

the "Defendant Releasees") from any and all claims, rights, demands, suits, matters, issues, actions or causes of action, liabilities, damages, losses, obligations, and judgments of any kind or nature whatsoever, whether known or unknown, contingent or absolute, suspected or unsuspected, disclosed or undisclosed, matured or unmatured, for damages, injunctive relief, or any other remedy against any and all of the Defendant Releasees, jointly and severally, that Relator Releasors, jointly and severally, may have or may gain or may assert against the Defendant Releasees, jointly and severally, from the beginning of time until the Effective Date of this Agreement that Relator Releasors have asserted or could have asserted against the Defendant Releasees under the Federal False Claims Act, 31 U.S.C. §§ 3729-3733, state false claims acts, common law, or any other statute creating civil causes of action for relief for any and all conduct either alleged -- or proposed to be alleged -- by Relator or by Relator on behalf of the United States in the Civil Action, including, but not limited to, any civil monetary claim the Relator has or may have for the Covered Conduct, the Declined Quest Claims, the Declined Berkeley Claims and the claims in Relator's Proposed Fifth Amended Complaint under the False Claims Act, 31 U.S.C. §§ 3729-3733. Relator represents and warrants that he is not currently aware of any legal claim that could lawfully be brought at this time against Defendant Releasees other than those encompassed within the Covered Conduct, the Declined Quest Claims, the Declined Berkeley Claims and the claims in Relator's Proposed Fifth Amended Complaint, for which a full release is granted herein. However, in so doing, Relator does not waive his right to report and/or pursue any such claim in the future (except those encompassed within the Covered Conduct, the Declined Quest Claims, the Declined

Berkeley Claims and the claims in Relator's Proposed Fifth Amended Complaint) should he learn facts that would then lawfully warrant the reporting and/or pursuing of such a claim. Provided, and for the avoidance of doubt, the Parties agree that only the United States can take any of the actions referenced in Paragraph 6 hereof, and Relator has no independent right to take any actions pursuant to said Paragraph 6. Provided further, and for the avoidance of doubt, nothing herein shall ever be deemed to provide any release by Relator to any or all of the individual persons named as defendants in the Civil Action for any actions alleged or proposed to have been done by such persons other than in their capacities as agents or affiliates of Berkeley or Quest.

4. Notwithstanding the releases given in Paragraphs 2 and 3 of this Agreement, or any other term of this Agreement, the following claims of the United States are specifically reserved and are not released:

- a. Any liability arising under Title 26, U.S. Code (Internal Revenue Code);
- b. Any criminal liability;
- c. Except as explicitly stated in this Agreement, any administrative liability, including mandatory 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;
- 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; and
- h. Any liability for failure to deliver goods or services due.

5. Relator Releasors will not object to the Agreement pursuant to 31 U.S.C. § 3730(c)(2)(B) and hereby waive the right to challenge the fairness, adequacy or reasonableness of the Agreement and waive the opportunity for a hearing on any objection to this Agreement pursuant to U.S.C. § 3730(c)(2)(B). In connection with this Agreement and this Civil Action, Relator and his 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 False Claims Act, including 31 U.S.C. §§ 3730(d)(3) and 3730(e), bar Relator from sharing in the proceeds of this Agreement. Moreover, the United States and Relator and his heirs, successors, attorneys, agents, and assigns agree that they each retain all of their rights pursuant to the False Claims Act on the issue of the share percentage, if any, that Relator should receive of any proceeds of the settlement of his claim(s), and that no agreements concerning Relator share have been reached to date.

6. Berkeley has provided sworn financial disclosure statements (Financial Statements) to the United States and the United States has relied on the accuracy and completeness of those Financial Statements in reaching this Agreement. Berkeley warrants that the Financial Statements are complete, accurate, and current. If the United

States learns of asset(s) in which Berkeley had an interest at the time of this Agreement that were not disclosed in the Financial Statements, or if the United States learns of any misrepresentation by Berkeley on, or in connection with, the Financial Statements, and if such nondisclosure or misrepresentation increases the estimated net worth set forth in the Financial Statements by \$600,000 or more, the United States may at its option: (a) rescind this Agreement as to Berkeley and reinstate its suit against Berkeley based on the Covered Conduct, or (b) let the Agreement stand and collect the full Settlement Amount plus one hundred percent (100%) of the value of the net worth of Berkeley previously undisclosed. Berkeley agrees not to contest any collection action undertaken by the United States pursuant to this provision and immediately to pay the United States all reasonable costs incurred in such an action, including attorney's fees and expenses.

7. In the event that the United States, pursuant to Paragraph 6 (concerning disclosure of assets), above, opts to rescind this Agreement as to Berkeley, Berkeley 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 Berkeley that this Agreement has been rescinded, and (b) relate to the Covered Conduct, except to the extent these defenses were available on June 30, 2011.

8. Berkeley waives and shall not assert any defenses it 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. Nothing in this paragraph or any other provision of this Agreement constitutes an agreement by the United States concerning the characterization of the Settlement Amount for purposes of the Internal Revenue laws, Title 26 of the United States Code.

9. Defendants fully and finally release the United States, its agencies, officers, agents, employees, and servants, from any claims (including attorney's fees, costs, and expenses of every kind and however denominated) that Defendants have asserted, could have asserted, or may assert in the future against the United States, its agencies, officers, agents, employees, and servants, related to the Covered Conduct and the United States' investigation and prosecution thereof. Nothing herein shall preclude Quest from asserting any counterclaim or affirmative defense in an action brought against Quest by the United States related to the Covered Conduct.

10. Defendant Releasees, to the full extent of their authority to grant such releases, release Relator Releasers from any and all claims, rights, demands, suits, matters, issues, actions or causes of action, liabilities, damages, losses, obligations, and judgments of any kind or nature whatsoever, whether known or unknown, contingent or absolute, suspected or unsuspected, disclosed or undisclosed, matured or unmatured, for damages, injunctive relief, or any other remedy against any and all of the Relator Releasers, jointly and severally, that Defendant Releasees, jointly and severally, may have or may gain or may assert against the Relator Releasers, jointly and severally, from the beginning of time until the Effective Date of this Agreement that Defendant Releasees have asserted or could

have asserted against the Relator Releasees under the Federal False Claims Act, 31 U.S.C. §§ 3729-3733, state false claims acts, common law, or any other statute creating civil causes of action for relief for any and all conduct either alleged or proposed to be alleged by Defendant Releasees in the Civil Action, including, but not limited to, any civil claim Defendant Releasees have or may have for the Covered Conduct, the Declined Quest Claims, the Declined Berkeley Claims, and the claims in Relator's Proposed Fifth Amended Complaint under the False Claims Act, 31 U.S.C. §§ 3729-3733.

11. The Settlement Amount shall not be decreased as a result of the denial of claims for payment submitted by Berkeley now being withheld from payment by any Medicare contractor (e.g., Medicare Administrative Contractor, fiscal intermediary, carrier), TRICARE fiscal intermediaries, carriers, and/or contractors or FEHBP fiscal agents or any state payer, related to the Covered Conduct; and Berkeley agrees not to resubmit to any Medicare contractor or TRICARE or FEHBP carrier or payer or any state payer any previously denied claims related to the Covered Conduct and agrees not to appeal any such denials of claims.

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. §§ 1395-1395kkk-1 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;
- (2) the United States' 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' audit(s) and civil investigation(s) in connection with the matters covered by this Agreement (including attorney's fees);
- (4) the negotiation and performance of this Agreement; and
- (5) the payment Defendants make to the United States pursuant to this Agreement and any payments that Defendants 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 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 their subsidiaries or affiliates to the Medicare, Medicaid, TRICARE, or FEHBP Programs.

c. Treatment of Unallowable Costs Previously Submitted for Payment:

Defendants further agree that within 90 days of the Effective Date of this 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 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. Berkeley agrees to cooperate fully and truthfully with the United States' investigation of and action against individuals and entities (other than Quest) not released in this Agreement. Quest agrees to assist and facilitate Berkeley's cooperation under this clause. Upon reasonable notice, Defendants shall encourage, and agree not to impair, the cooperation of Berkeley's former directors, officers, and employees for interviews and testimony, consistent with the rights and privileges of such individuals. Defendants further agree to furnish to the United States, upon reasonable request and to the extent not previously produced to the United States, complete and unredacted copies of all non-privileged, non-work product Berkeley documents, reports, memoranda of interviews, and records in their 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.

14. 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 15 (waiver for beneficiaries paragraph), below.

15. Defendants agree that they have waived 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.

16. Upon receipt of the payment described in Paragraph 1, above, the Parties shall promptly sign and file in the Civil Action and with respect to the Fourth Amended Complaint Joint Stipulations of Dismissal pursuant to Rule 41(a)(1)(A)(2) of the allegations asserted against the Defendants, as follows:

a. The Parties shall jointly file a stipulation of dismissal of Berkeley from this Civil Action, with prejudice to the United States and to Relator, and

b. Relator and Quest shall jointly file a stipulation of dismissal of Relator's Fourth Amended Complaint with prejudice to Relator but without prejudice to the United States. The United States shall file a notice consenting to dismissal of Relator's Fourth Amended Complaint, so long as it is without prejudice to the United States.

17. Except for the attorneys' fees, costs and expenses that Relator is entitled to collect as a result of the Civil Action pursuant to 31 U.S.C. § 3730(d), each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.


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

19. 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 District of South Carolina. 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.

20. This Agreement constitutes the complete agreement between the Parties.
- This Agreement may not be amended except by written consent of the Parties.
21. The undersigned counsel represent and warrant that they are fully authorized to execute this Agreement on behalf of the persons and entities indicated below.
22. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement.
23. This Agreement is binding on Defendants' successors, transferees, heirs, and assigns.
24. This Agreement is binding on Relator's successors, transferees, heirs, and assigns.
25. The Parties may disclose this Agreement, and information about this Agreement, to the public.
26. 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: 4/28/2017

BY: 
ELIZABETH A. STRAWN
Trial Attorney
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: _____

BY: _____
JAMES C. LEVENTIS, Jr.
Assistant United States Attorney
Office of the United States Attorney
District of South Carolina

DATED: _____

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

DATED: _____

BY: _____
LEIGH A. BRADLEY
General Counsel
Defense Health Agency
United States Department of Defense

DATED: _____

BY: _____
EDWARD M. DEHARDE
Acting Assistant Director of Federal Employee
Insurance Operations
Healthcare and Insurance
United States OPM

THE UNITED STATES OF AMERICA

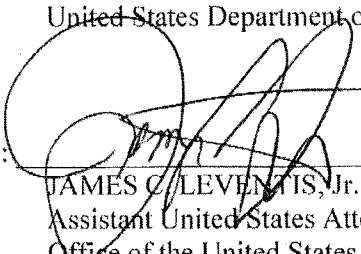
DATED: _____

BY: _____

ELIZABETH A. STRAWN
Trial Attorney
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: 4/25/17

BY: _____


JAMES C. LEVENTIS, Jr.
Assistant United States Attorney
Office of the United States Attorney
District of South Carolina

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
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DATED: _____

BY: _____

LEIGH A. BRADLEY
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Defense Health Agency
United States Department of Defense

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BY: _____

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Acting Assistant Director of Federal Employee
Insurance Operations
Healthcare and Insurance
United States OPM

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BY: _____

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Commercial Litigation Branch
Civil Division
United States Department of Justice

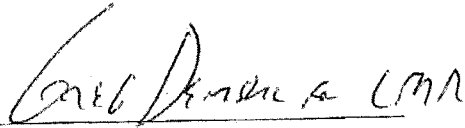
DATED: _____

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JAMES C. LEVENTIS, Jr.
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Office of the United States Attorney
District of South Carolina

DATED: 4/28/17

BY: _____


LISA M. RE
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United States OPM

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BY: _____

ELIZABETH A. STRAWN
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Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: _____

BY: _____

JAMES C. LEVENTIS, Jr.
Assistant United States Attorney
Office of the United States Attorney
District of South Carolina


DATED: _____

BY: _____

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

DATED: Aug 28, 2017

BY: _____


Bryan T. Wheeler
Deputy General Counsel
Defense Health Agency
United States Department of Defense

DATED: _____

BY: _____

EDWARD M. DEHARDE
Acting Assistant Director of Federal Employee
Insurance Operations
Healthcare and Insurance
United States OPM

THE UNITED STATES OF AMERICA

DATED: _____

BY: _____

ELIZABETH A. STRAWN
Trial Attorney
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: _____

BY: _____

JAMES C. LEVENTIS, Jr.
Assistant United States Attorney
Office of the United States Attorney
District of South Carolina

DATED: _____

BY: _____

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

DATED: _____

BY: _____

LEIGH A. BRADLEY
General Counsel
Defense Health Agency
United States Department of Defense

DATED: 4/20/17

BY: _____

EDWARD M. DEHARDE
Acting Assistant Director of Federal Employee
Insurance Operations
Healthcare and Insurance
United States OPM

Berkeley HeartLabs, Inc.

DATED: 4/28/17

BY: Dina Mack
DINA MACK
BERKELEY HEARTLAB, INC.

DATED: 4/28/17

BY: Hope S. Foster
HOPE S. FOSTER
MICHAEL S. GARDENER
Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.
Counsel for Berkeley HeartLab, Inc.

Quest Diagnostics Incorporated

DATED: 4/28/17

BY: Dina Mack

DINA MACK

QUEST DIAGNOSTICS INCORPORATED

DATED: 4/28/17

BY: Hope S. Foster

HOPE S. FOSTER

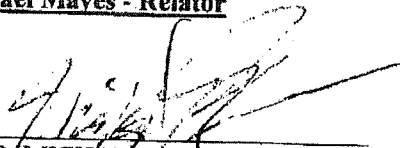
MICHAEL S. GARDENER

Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.

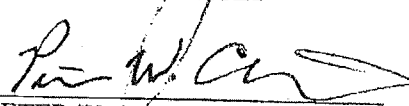
Counsel for Quest Diagnostics Incorporated

Dr. Michael Mayes - Relator


4/27/17
DATED:

BY: 
DR. MICHAEL MAYES

DATED:
4-28-17

BY: 
PETER W. CHATFIELD
Phillips & Cohen, LLP
Counsel for Dr. Michael Mayes

DATED: 4/28/17

BY: 
WILLIAM A. COATES
Roe Cassidy Coates & Price, P.A.
Counsel for Dr. Michael Mayes