

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”); the State of California (“California”) and the State of Florida (“Florida”) (collectively, “the States”); Covidien LP (“Covidien”); Erin Hayes and Richard Ponder (collectively, “the Hayes Relators”); and Shawnea Howerton (“Relator Howerton”), through their authorized representatives. The United States, the States, Covidien, the Hayes Relators, and Relator Howerton are collectively referred to as “the Parties.”

RECITALS

A. During the period January 1, 2011 through September 30, 2014, Covidien was a global health care products company and manufacturer of medical devices and supplies that marketed and sold medical devices for minimally invasive treatment of venous reflux disease—including the Closure® radiofrequency ablation system and the ClosureFAST™ catheters used as part of that system—throughout the United States, including in California and Florida.

B. On April 1, 2014, the Hayes Relators filed a *qui tam* action in the United States District Court for the Northern District of California captioned *United States, et al. ex rel. Hayes, et al. v. Covidien, Inc.*, Case No. C 14-1511-EDL, pursuant to the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b) (the “Hayes Civil Action”). The Hayes Civil Action alleged, *inter alia*, that Covidien provided kickbacks to physicians in the form of marketing support services to induce the purchase of Covidien’s ClosureFAST™ radiofrequency ablation catheters. These marketing support services included Covidien’s provision of “per diem” employees (at no cost to physicians) whose job was to market the practices of high-volume vein ablation

physicians in an effort to increase the number of vein ablation procedures performed by those physicians, grow those physicians' practices, and induce loyalty to Covidien.

C. On May 3, 2014, Relator Howerton filed a *qui tam* action in the United States District Court for the Southern District of New York captioned *United States, et al. ex rel. Howerton v. Covidien, et al.*, Case No. 14 CV 3289, pursuant to the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b) (the "Howerton Civil Action"). The Howerton Civil Action also alleged that Covidien provided kickbacks to physicians in the form of marketing support services to induce the purchase of Covidien's ClosureFAST™ radiofrequency ablation catheters. Specifically, the Howerton Civil Action alleged that Covidien hired a series of marketers to specifically market the vein ablation practice of a medical group in exchange for the group's use of Covidien's catheters in vein procedures. The marketing assistance provided by these marketers included organizing and assisting in the conducting of vein screening events for the medical group and organizing and conducting lunch meetings with referring physicians. On January 10, 2015, the Howerton Civil Action was transferred to the United States District Court for the Northern District of California, where it was assigned Case No. C 15-0559-EDL.

D. The United States and the States contend that Covidien 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 Medicaid Program, 42 U.S.C. §§ 1396-1396w-5 ("Medicaid").

E. The United States and the States contend that they have certain civil claims against Covidien arising from Covidien's provision of practice development support and/or market development support to health care providers located in California and Florida during the period January 1, 2011, through September 30, 2014, to induce those health care providers' purchase of ClosureFAST™ radiofrequency ablation catheters, in violation of the Anti-Kickback

Statute, 42 U.S.C. § 1320a-7b, thereby causing the submission of false claims to Medicare and to the California and Florida Medicaid programs. That conduct is referred to herein as the “Covered Conduct.” The Covered Conduct includes, but is not limited to, allegations that the following activities were performed by Covidien’s full-time and per diem employees: (1) development of customized marketing plans for specific vein practices; (2) scheduling and conducting “lunch and learn” meetings with referral physicians’ offices to drive referrals to specific vein practices; (3) scheduling and conducting dinners with referral physicians for purposes of generating referrals to specific vein practices; and (4) providing substantial assistance to specific vein practices in connection with planning, promoting, and conducting vein screening events.

F. This Settlement Agreement is neither an admission of liability by Covidien nor a concession by the United States or the States that their claims are not well founded.

G. The Hayes 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 the Hayes Relators’ reasonable expenses, attorneys’ fees and costs.

H. Relator Howerton claims entitlement under Fla. Stat. § 68.085(1) to a share of the proceeds of this Settlement Agreement and to Relator Howerton’s reasonable expenses, attorneys’ fees and costs.

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

TERMS AND CONDITIONS

1. Covidien shall pay twenty million dollars (\$20,000,000.00) (Settlement Amount) and interest on the Settlement Amount at a rate of 2.875% from September 14, 2018, of which

\$11,764,706 is restitution, no later than ten (10) days after the Effective Date of this Agreement.

Payment of the Settlement Amount and interest thereon shall be made as follows:

(a) \$17,477,947.46 plus applicable interest (the "Federal Payment") to the United States by electronic funds transfer pursuant to written instructions to be provided by the Office of the United States Attorney for the Northern District of California; (b) \$1,474,892.49 plus applicable interest (the "California Payment") to California pursuant to written instructions to be provided by the California Attorney General's Office; and (c) \$1,047,160.05 plus applicable interest (the "Florida Payment") to Florida pursuant to written instructions to be provided by the Florida Attorney General's Office.

2. Conditioned upon the United States receiving the Federal Payment from Covidien and as soon as feasible after receipt, the United States shall pay 18% (eighteen percent) of the Federal Payment to the Hayes Relators by electronic funds transfer pursuant to written instructions provided by the Hayes Relators.

3. Conditioned upon California receiving the California Payment from Covidien and as soon as feasible after receipt, California shall pay 18% (eighteen percent) of the California Payment to the Hayes Relators by check.

4. Conditioned upon Florida receiving the Florida Payment from Covidien and as soon as feasible after receipt, Florida shall pay 18% (eighteen percent) of the Florida Payment to Relator Howerton by check.

5. Subject to the exceptions in Paragraph 10 (concerning federal excluded claims) below, and conditioned upon Covidien's full payment of the Federal Payment, the United States releases Covidien, together with its current and former parent corporations; direct and indirect subsidiaries; brother or sister corporations; divisions; current or former corporate owners; and the corporate successors and assigns of any of them 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.

6. Subject to the exceptions in Paragraph 11 (concerning California excluded claims) below, and conditioned upon receipt by California of the California Payment, California releases Covidien, together with its current and former parent corporations; direct and indirect subsidiaries; brother or sister corporations; divisions; current or former corporate owners; and the corporate successors and assigns of any of them (collectively, the “California Released Entities”) from any civil or administrative monetary claim California has for the Covered Conduct under the California False Claims Act, Cal. Gov’t Code § 12650, *et seq.*

7. Subject to the exceptions in Paragraph 12 (concerning Florida excluded claims) below, and conditioned upon receipt by Florida of the Florida Payment, Florida releases Covidien, together with its current and former parent corporations; direct and indirect subsidiaries; brother or sister corporations; divisions; current or former corporate owners; and the corporate successors and assigns of any of them (collectively, the “Florida Released Entities”) from any civil or administrative monetary claim Florida has for the Covered Conduct under the Florida False Claims Act, Fla. Stat. § 68.081, *et seq.*

8. Subject to the exceptions in Paragraphs 10 and 11 below, and conditioned upon Covidien’s full payment of the Settlement Amount, the Hayes Relators, for themselves and for their heirs, successors, attorneys, agents, and assigns, release Covidien together with its current and former parent corporations; direct and indirect subsidiaries; brother or sister corporations; divisions; current or former corporate owners; its corporate successors and assigns; and any current or former employee, officer, or director of Covidien from any civil monetary claim the

Hayes Relators have on behalf of the United States or California for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733, and the California False Claims Act, Cal. Gov't Code § 12650, *et seq.*, except, however, that the Hayes Relators do not release Covidien from any liability they may have for payment of Relators' expenses, attorneys' fees, and costs, if any, under 31 U.S.C. § 3730(d)(1) and the California False Claims Act, Cal. Gov't Code § 12652. Covidien and the Hayes Relators will resolve the issue of Relators' expenses, attorneys' fees, and costs, if any, under 31 U.S.C. § 3730(d)(1) and/or and Cal. Gov't Code § 12652, separately from this Agreement. Covidien and the Hayes Relators and the Hayes Relators' heirs, successors, attorneys, agents, and assigns agree that they each retain all of their rights on these issues, and that no agreements concerning these issues relating to Relators' expenses, attorneys' fees and costs have been reached to date.

9. Subject to the exceptions in Paragraphs 10, 11, and 12 below, and conditioned upon Covidien's full payment of the Settlement Amount, Relator Howerton, for herself and for her heirs, successors, attorneys, agents, and assigns, releases Covidien, together with its current and former parent corporations; direct and indirect subsidiaries; brother and sister corporations; divisions; current or former corporate owners; the corporate successors and assigns; and any current or former employee, officer, or director of Covidien from any civil monetary claim Relator Howerton has on behalf of the United States or the States for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733, the California False Claims Act, Cal. Gov't Code § 12650, *et seq.*, and the Florida False Claims Act, Fla. Stat. § 68.081, *et seq.*

10. Notwithstanding the releases given in Paragraphs 5 through 9 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;
- 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.

11. Notwithstanding the releases given in Paragraphs 5 through 9 of this Agreement, or any other term of this Agreement, the following claims of California are specifically reserved and are not released:

- a. Any criminal, civil, or administrative liability arising under state revenue codes;
- b. Any criminal liability;
- c. Except as explicitly stated in this Agreement, any administrative liability, including mandatory exclusion from California's Medicaid program under 42 U.S.C. § 1320a-7(a) or permissive exclusion from California's Medicaid program under 42 U.S.C. § 1320a-7(b) or 42 U.S.C. § 1320a-7a;

- d. Any liability to California (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 expressed or implied warranty claims or other claims for defective or deficient products and services, including quality of goods and services;
- h. Any liability for failure to deliver goods or services due;
- i. Any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct;
- j. Any civil or administrative liability that any person or entity, including any of the California Released Entities, has or may have to California or to individual consumers or state program payors under any statute, regulation or rule not expressly covered by the release in Paragraph 6 above, including but not limited to, any and all of the following claims: (i) State or federal antitrust violations; and (ii) Claims involving unfair and/or deceptive acts and practices and/or violations of consumer protection laws; and
- k. Any liability to California arising from the Covered Conduct for claims submitted or caused to be submitted to any managed care entities as defined by 42 U.S.C. § 1396u-2.

12. Notwithstanding the releases given in Paragraphs 5 through 9 of this Agreement, or any other term of this Agreement, the following claims of Florida are specifically reserved and are not released:

- a. Any criminal, civil, or administrative liability arising under state revenue codes;
- b. Any criminal liability;
- c. Except as explicitly stated in this Agreement, any administrative liability, including mandatory or permissive exclusion from Florida's Medicaid program;
- d. Any liability to Florida (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 expressed or implied warranty claims or other claims for defective or deficient products and services, including quality of goods and services;
- h. Any liability for failure to deliver goods or services due;
- i. Any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct;
- j. Any civil or administrative liability that any person or entity, including any of the Florida Released Entities, has or may have to Florida or to individual consumers or state program payors under any statute, regulation or rule not expressly covered by the release in Paragraph 7 above, including but not limited to, any and all of the following claims: (i) State or federal antitrust violations; (ii) Claims involving unfair and/or deceptive acts and practices and/or violations of consumer protection laws; and

- k. Any liability to Florida arising from the Covered Conduct for claims submitted or caused to be submitted to any managed care entities as defined by 42 U.S.C. §1396u-2.

13. The Hayes 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). Conditioned upon the Hayes Relators' receipt of the payment described in Paragraph 2, the Hayes 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 the Hayes Relators' receipt of the payment described in Paragraph 3, the Hayes 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 or under Cal. Gov't Code § 12652, and from any claims to a share of the proceeds of this Agreement and/or the Civil Action.

14. Relator Howerton and her 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 Fla. Stat. § 68.084(2)(b). Conditioned upon Relator Howerton's receipt of the payment described in Paragraph 4, Relator Howerton and her heirs, successors, attorneys, agents, and assigns fully and finally release, waive, and forever discharge the United States, Florida, their agencies, officers, agents, employees, and servants, from any claims arising from the filing of the Civil Action or

under Fla. Stat. § 68.083-68.085, and from any claims to a share of the proceeds of this Agreement and/or the Civil Action.

15. The Hayes Relators, for themselves, and for their heirs, successors, attorneys, agents, and assigns, release Covidien together with its current and former parent corporations; direct and indirect subsidiaries; brother or sister corporations; divisions; current or former corporate owners; its corporate successors and assigns, and any current or former employee, officer, or director of Covidien from any liability to the Hayes Relators arising from the filing of the Civil Action, or in connection with the Covered Conduct, under the False Claims Act or analogous state laws or the common law, excluding the Hayes Relators' claims for attorney's fees, costs, and expenses under 31 U.S.C. § 3730(d) or Cal. Gov't Code § 12652.

16. Relator Howerton, for herself, and for her heirs, successors, attorneys, agents, and assigns, releases Covidien, together with its current and former parent corporations; direct and indirect subsidiaries; brother and sister corporations; divisions; current or former corporate owners; the corporate successors and assigns; and any current or former employee, officer, or director of Covidien from any liability to Relator Howerton arising from the filing of the Civil Action, or in connection with the Covered Conduct, under the False Claims Act or analogous state laws or the common law, or under 31 U.S.C. § 3730(d), Cal. Gov't Code § 12652, or Fla. Stat. § 68.085 for expenses or attorney's fees and costs.

17. Covidien waives and shall not assert any defenses Covidien 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.

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

19. Covidien fully and finally releases the Hayes Relators from any claims (including attorney's fees, costs, and expenses of every kind and however denominated) that Covidien has asserted, could have asserted, or may assert in the future against the Hayes Relators related to the allegations in the Hayes Civil Action and the Hayes Relators' investigation and prosecution thereof.

20. Covidien fully and finally releases Relator Howerton from any claims (including attorney's fees, costs, and expenses of every kind and however denominated) that Covidien has asserted, could have asserted, or may assert in the future against Relator Howerton, related to the allegations in the Howerton Civil action and Relator Howerton's investigation and prosecution thereof.

21. 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 (including California's Medicaid Program and Florida's Medicaid Program), related to the Covered Conduct; and Covidien agrees not to resubmit to any Medicare contractor or any state payer (including California's Medicaid Program and Florida's Medicaid Program) any previously denied claims related to the Covered Conduct, agrees not to appeal any such denials of claims, and agrees to withdraw any such pending appeals.

22. Covidien agrees to the following:

a. Unallowable Costs Defined: All costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47; and in Titles XVIII and XIX of the Social Security Act, 42 U.S.C. §§ 1395-1395kkk-1 and 1396-1396w-5; and the regulations and official program directives promulgated thereunder) incurred by or on behalf of Covidien, its present or former officers, directors, employees, shareholders, and agents in connection with:

- (1) the matters covered by this Agreement;
- (2) the United States' audit(s) and civil and any criminal investigation(s) of the matters covered by this Agreement;
- (3) Covidien's investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and civil and any criminal 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 Covidien makes to the United States pursuant to this Agreement and any payments that Covidien may make to Relator, including costs and attorneys fees.

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

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

c. Treatment of Unallowable Costs Previously Submitted for Payment:

Covidien further agrees that within 90 days of the Effective Date of this Agreement it shall identify to applicable Medicare and TRICARE fiscal intermediaries, carriers, and/or contractors, and Medicaid and FEHBP fiscal agents, any Unallowable Costs (as defined in this Paragraph) included in payments previously sought from the United States, or any State Medicaid program, including, but not limited to, payments sought in any cost reports, cost statements, information reports, or payment requests already submitted by Covidien or any of its subsidiaries or affiliates, and shall request, and agree, that such cost reports, cost statements, information reports, or payment requests, even if already settled, be adjusted to account for the effect of the inclusion of the Unallowable Costs. Covidien agrees that the United States, at a minimum, shall be entitled to recoup from Covidien 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 Covidien or any of its subsidiaries or affiliates on the effect of inclusion of Unallowable Costs (as defined in this Paragraph) on Covidien or any of its subsidiaries or affiliates' cost reports, cost statements, or information reports.

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

23. Covidien agrees to cooperate fully and truthfully with the United States' investigation of individuals and entities not released in this Agreement. Upon reasonable notice, Covidien shall encourage, and agrees not to impair, the cooperation of its directors, officers, and employees, and shall use its best efforts to make available, and encourage, the cooperation of former directors, officers, and employees for interviews and testimony, consistent with the rights and privileges of such individuals. Covidien further agrees to furnish to the United States, upon request, complete and unredacted copies of all non-privileged documents, reports, memoranda of interviews, and records in its possession, custody, or control concerning any investigation of the Covered Conduct that it has undertaken, or that has been performed by another on its behalf.

24. 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 25 (waiver for beneficiaries paragraph), below.

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

26. Upon receipt of the payments described in Paragraph 1, above, Joint Stipulations of Dismissal pursuant to Rule 41(a)(1) shall promptly be filed in the Hayes Civil Action and the Howerton Civil Action that dismiss both Civil Actions with prejudice to the relators in each Civil Action and, with respect to the United States, California and Florida, that dismiss both Civil Actions with prejudice as to the Covered Conduct and otherwise without prejudice.

27. Each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

28. 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.

29. 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 Northern 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.

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

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

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

33. This Agreement is binding on Covidien's successors, transferees, heirs, and assigns.

34. This Agreement is binding on the Hayes Relators' successors, transferees, heirs, and assigns.

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

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

37. 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: 3/1/17

BY: Amy Kossak/kf
Amy D. Kossak
Trial Attorney
Commercial Litigation Branch
Civil Division
United States Department of Justice

DAVID L. ANDERSON
United States Attorney, Northern District of California

DATED: 3/1/19

BY: Kimberly Friday
Kimberly Friday
Assistant United States Attorney

DATED: 2/20/2019

BY: Lisa M. Re
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

XAVIER BECERRA
Attorney General of the State of California

DATED: _____

BY: _____
SIOBHAN FRANKLIN
Deputy Attorney General
California Department of Justice

THE UNITED STATES OF AMERICA

DATED: _____

BY: _____

Amy D. Kossak
Trial Attorney
Commercial Litigation Branch
Civil Division
United States Department of Justice

DAVID L. ANDERSON
United States Attorney, Northern District of California

DATED: _____

BY: _____

Kimberly Friday
Assistant United States Attorney

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

XAVIER BECERRA
Attorney General of the State of California

DATED: 2/7/19

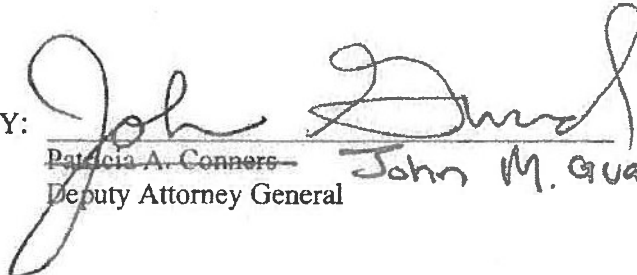
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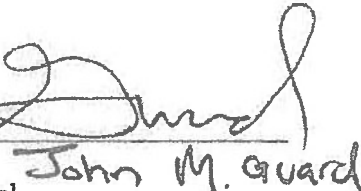
SIQBHAN FRANKLIN
Deputy Attorney General
California Department of Justice

THE STATE OF FLORIDA

The State of Florida
Office of the Attorney General
Medicaid Fraud Control Unit

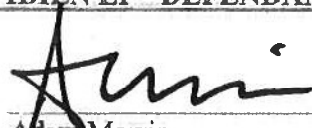
DATED: 1/18/19

BY: 
~~Patricia A. Connors~~
Deputy Attorney General

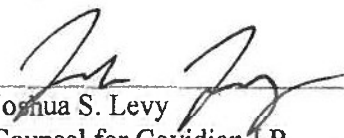

John M. Guard

COVIDIEN LP - DEFENDANT

DATED: 2/28/19

BY: 
Adam Morris
Counsel for Covidien LP

DATED: 2/27/19

BY: 
Joshua S. Levy
Counsel for Covidien LP

ERIN HAYES - RELATOR

DATED: _____

BY: _____
Erin Hayes

DATED: _____

BY: _____
Christian Schreiber
Counsel for Erin Hayes

RICHARD PONDER - RELATOR

DATED: _____

BY: _____
Richard Ponder

DATED: _____

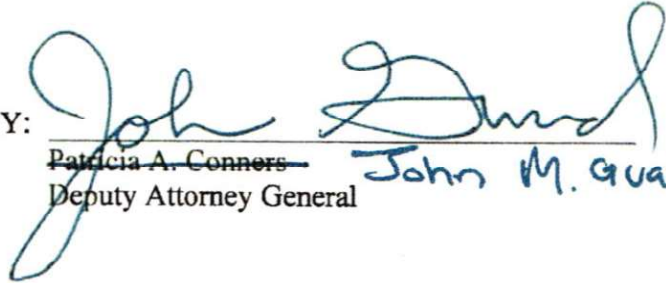
BY: _____
Christian Schreiber
Counsel for Richard Ponder

THE STATE OF FLORIDA

The State of Florida
Office of the Attorney General
Medicaid Fraud Control Unit

DATED: 1/18/19

BY:


~~Patricia A. Connors~~
Deputy Attorney General

John M. Guard

COVIDIEN LP - DEFENDANT

DATED: _____

BY: _____

Adam Morris
Counsel for Covidien LP

DATED: _____

BY: _____

Joshua S. Levy
Counsel for Covidien LP

ERIN HAYES - RELATOR

DATED: 2-27-19

BY:


Erin Hayes

DATED: _____

BY: _____

Christian Schreiber
Counsel for Erin Hayes

RICHARD PONDER - RELATOR

DATED: _____

BY: _____

Richard Ponder

DATED: _____

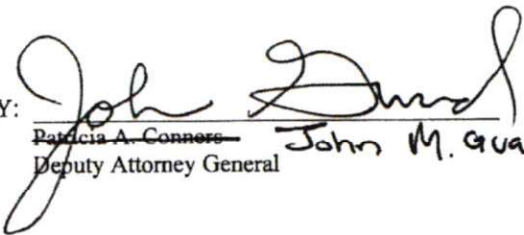
BY: _____

Christian Schreiber
Counsel for Richard Ponder

THE STATE OF FLORIDA

The State of Florida
Office of the Attorney General
Medicaid Fraud Control Unit

DATED: 1/18/19

BY: 
~~Patricia A. Connors~~ John M. Guard
Deputy Attorney General

COVIDIEN LP - DEFENDANT

DATED: _____

BY: _____
Adam Morris
Counsel for Covidien LP

DATED: _____

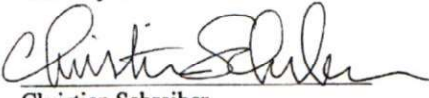
BY: _____
Joshua S. Levy
Counsel for Covidien LP

ERIN HAYES - RELATOR

DATED: _____

BY: _____
Erin Hayes

DATED: 2/27/19

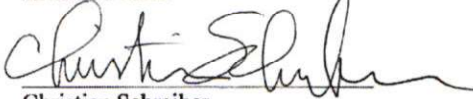
BY: 
Christian Schreiber
Counsel for Erin Hayes

RICHARD PONDER - RELATOR

DATED: _____

BY: _____
Richard Ponder

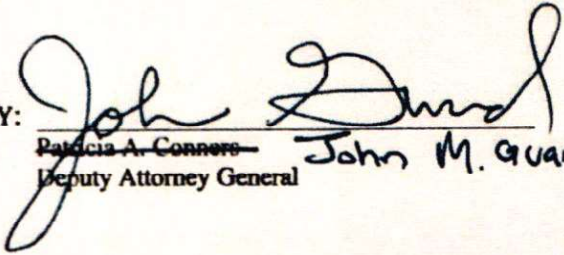
DATED: 2/27/19

BY: 
Christian Schreiber
Counsel for Richard Ponder

THE STATE OF FLORIDA

The State of Florida
Office of the Attorney General
Medicaid Fraud Control Unit

DATED: 1/18/19

BY: 
~~Patricia A. Connors~~ John M. Guard
Deputy Attorney General

COVIDIEN LP - DEFENDANT

DATED: _____

BY: _____
Adam Morris
Counsel for Covidien LP

DATED: _____

BY: _____
Joshua S. Levy
Counsel for Covidien LP

ERIN HAYES - RELATOR

DATED: _____

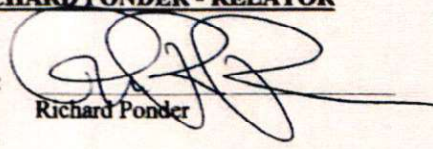
BY: _____
Erin Hayes

DATED: _____

BY: _____
Christian Schreiber
Counsel for Erin Hayes

RICHARD PONDER - RELATOR

DATED: 2-27-2019

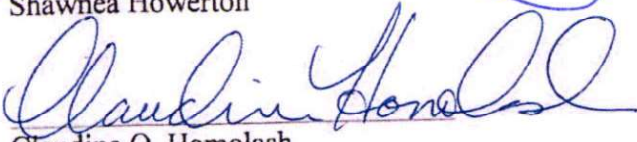
BY: 
Richard Ponder

DATED: _____

BY: _____
Christian Schreiber
Counsel for Richard Ponder

SHAWNEA HOWERTON - RELATOR

DATED: 02/24/2019 BY: 
Shawnea Howerton

DATED: 2/24/2019 BY: 
Claudine Q. Homolash
Counsel for Shawnea Howerton