

## 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 Indiana, acting through the Medicaid Fraud Control Unit of the Office of the Indiana Attorney General, Samson Dental Partners, LLC (SDP), ImmediaDent of Indiana, LLC (ImmediaDent), and Jihaad Abdul-Majid, DDS (Relator) (hereafter collectively referred to as “the Parties”), through their authorized representatives.

### RECITALS

A. ImmediaDent operates nine (9) dental care practices in Indiana. SDP, headquartered in Leawood, Kansas, provides administrative and other support services to ImmediaDent. Throughout the period referenced in this Agreement, ImmediaDent provided services that were reimbursed by the Medicaid program.

B. On February 20, 2013, Jihaad Abdul-Majid, DDS (Relator), filed a *qui tam* action in the United States District Court for the Western District of Kentucky captioned United States ex rel. Jihaad Abdul-Majid, et al. v. ImmediaDent Specialty, P.C., et al., Civil Action No. 3:13-cv-222-CRS, pursuant to the *qui tam* provisions of the Federal False Claims Act, 31 U.S.C. § 3730(b), and the Indiana False Claims and Whistleblower Protection Act, Indiana Code 5-11-5.5-4 (the “Civil Action”). The *qui tam* complaint alleges that the defendants engaged in various types of fraud, including fraudulent billing, excessive and unnecessary treatments of patients, and a sustained pressure by non-dentists in management positions to place corporate profits over patient care by exerting undue influence on dental care decisions. The United States and the State of Indiana intervened in the Civil Action in October 2018.

C. The United States and the State of Indiana contend that SDP and ImmediaDent submitted or caused to be submitted claims for payment to the Medicaid Program, 42 U.S.C. §§ 1396-1396w-5 (Medicaid).

D. The United States and the State of Indiana contend that they have certain civil claims against SDP and ImmediaDent arising from the submission of false claims for payment to Indiana's Medicaid program during the period from January 1, 2009, through September 30, 2013, for the following conduct:

1. SDP engaged in the Corporate Practice of Dentistry in violation of Ind. Code § 25-14-1-23 by exerting obtrusive influences over ImmediaDent's medical professionals and staff by rewarding production and disciplining for not meeting production objectives and directing personnel in a manner which compromised clinical judgment;
2. SDP and ImmediaDent upcoded Simple Tooth Extractions (D7140) and improperly billed them as Surgical Extractions (D7210); and
3. SDP and ImmediaDent improperly billed for Scale and Root Planing (Deep Cleaning) when they were either not performed or not medically necessary.

That conduct described in this Paragraph D is referred to below as the "Covered Conduct."

E. This Settlement Agreement is neither an admission of liability by SDP and ImmediaDent nor a concession by the United States and Indiana that their claims are not well founded.

F. Relator claims entitlement under 31 U.S.C. § 3730(d) and Indiana Code § 5-11-5.5-6(a) to a share of the proceeds of this Settlement Agreement and to Relator'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. SDP and ImmediaDent shall, jointly and severally, pay to the United States and the State of Indiana a total of FIVE MILLION ONE HUNDRED THIRTY-NINE THOUSAND DOLLARS (\$5,139,000.00) (“Settlement Amount”), of which \$3,133,335.80 is restitution, as follows:

- a. SDP and ImmediaDent shall, jointly and severally, pay to the United States a total of THREE MILLION FOUR HUNDRED THOUSAND TWO HUNDRED SEVENTY AND 74/100 DOLLARS (\$3,400,270.74) (the “Federal Portion”) no later than 10 business 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 Western District of Kentucky.
- b. SDP and ImmediaDent shall, jointly and severally, pay to the State of Indiana a total of ONE MILLION SEVEN HUNDRED THIRTY-EIGHT THOUSAND SEVEN HUNDRED TWENTY-NINE AND 26/100 DOLLARS (\$1,738,729.26) (the “State Portion”) no later than 10 business days after the Effective Date of this Agreement pursuant to written instructions to be provided by the Office of the Indiana Attorney General’s Medicaid Fraud Control Unit.

2. Conditioned upon the United States and the State of Indiana receiving the Settlement Amount from SDP and ImmediaDent and as soon as feasible after receipt, the United

States and the State of Indiana shall pay \$925,020 to Relator by electronic funds transfer as follows:

- a. Conditioned upon the United States receiving the Federal Portion from SDP and ImmediaDent and as soon as feasible after receipt, the United States shall pay SIX HUNDRED TWELVE THOUSAND FORTY-EIGHT AND 73/100 DOLLARS (\$612,048.73) to Relator by electronic funds transfer pursuant to written instructions to be provided by Relator's counsel.
- b. Conditioned upon the State of Indiana receiving the State Portion from SDP and ImmediaDent and as soon as feasible after receipt, the State of Indiana shall pay THREE HUNDRED TWELVE THOUSAND NINE HUNDRED SEVENTY-ONE AND 27/100 DOLLARS (\$312,971.27) to Relator by electronic funds transfer pursuant to written instructions to be provided by Relator's counsel.

3. No later than 10 business days after the Effective Date of this Agreement, SDP and ImmediaDent shall, jointly and severally, pay to Relator a total of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) (the "Relator Settlement Amount") via electronic funds transfer pursuant to written instructions to be provided by Relator's counsel. No later than 10 business days after the Effective Date of this Agreement, SDP and ImmediaDent shall, jointly and severally, pay to Relator's Counsel a total of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00) (the "Relator Fee Settlement Amount") via electronic funds transfer pursuant to written instructions to be provided by Relator's counsel.

4. Subject to the exceptions in Paragraph 6 (concerning excluded claims) below, and conditioned upon SDP's and ImmediaDent's full payment of the Settlement Amount, and subject

to Paragraph 18, below (concerning bankruptcy proceedings commenced within 91 days of the Effective Date of this Agreement or any payment made under this Agreement),

- a. The United States releases SDP and ImmediaDent 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. The State of Indiana releases SDP and ImmediaDent from any civil or administrative monetary claim the State of Indiana has for the Covered Conduct under the Indiana False Claims and Whistleblower Protection Act, Ind. Code §§ 5-11-5.5-1, et seq., the Indiana Medicaid False Claims and Whistleblower Protection Act, Ind. Code §§ 5-11-5.7-1, et seq., or the common law theories of payment by mistake, unjust enrichment, and fraud.

5. Subject to the exceptions in Paragraph 6 below, and conditioned upon SDP's and ImmediaDent's full payment of the Settlement Amount, and subject to Paragraph 18, below (concerning bankruptcy proceedings commenced within 91 days of the Effective Date of this Agreement or any payment made under this Agreement), Relator, for himself and for his heirs, successors, attorneys, agents, and assigns, releases SDP and ImmediaDent from any civil monetary claim the relator has on behalf of the United States for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733, or has on behalf of the State of Indiana for the Covered Conduct under the Indiana False Claims and Whistleblower Protection Act, Ind. Code

§§ 5-11-5.5-1, et seq. or the Indiana Medicaid False Claims and Whistleblower Protection Act, Ind. Code §§ 5-11-5.7-1, et seq.

6. Notwithstanding the releases given in paragraphs 4 and 5 of this Agreement, or any other term of this Agreement, the following claims of the United States and the State of Indiana are specifically reserved and are not released:

- a. Any liability arising under Title 26, U.S. Code (Internal Revenue Code) or any Indiana state 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 the State of Indiana (or their agencies) for any conduct other than the Covered Conduct;
- e. Any liability based upon obligations created by this Agreement; and
- f. Any liability of individuals.

7. Relator and his/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) or Ind. Code §5-11-5.7-6. Conditioned upon Relator's receipt of the payments described in Paragraph 2, Relator and his 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, and forever discharge the State of Indiana, its agencies, officers, agents, employees, and servants, from any

claims arising from the filing of the Civil Action or under Ind. Code § 5-11-5.7-4, and from any claims to a share of the proceeds of this Agreement and/or the Civil Action.

8. Subject to payment of the Relator Fee Settlement Amount, as set forth in Paragraph 3, above, Relator, for himself, and for his heirs, successors, attorneys, agents, and assigns, releases SDP and ImmediaDent, and its officers, agents, and employees, successors, subsidiaries, and assigns, from any liability to Relator arising from the filing of the Civil Action, or under 31 U.S.C. § 3730(d) for expenses or attorney's fees and costs, or under Ind. Code § 5-11-5.5-6 for expenses or attorney's fees and costs. Subject to payment of the Relator Settlement Amount, as set forth in Paragraph 3, above, Relator, for himself, and for his heirs, successors, attorneys, agents, and assigns, releases SDP and ImmediaDent, and its officers, agents, and employees, successors, subsidiaries, and assigns, from any claims, known or unknown, that could be asserted at any time, including any claims pursuant to 31 U.S.C. 3730(h).

9. SDP and ImmediaDent waive and shall not assert any defenses SDP and ImmediaDent 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.

10. SDP and ImmediaDent fully and finally release the United States, its agencies, officers, agents, employees, and servants, and the State of Indiana, its agencies, officers, agents, employees, and servants, from any claims (including attorney's fees, costs, and expenses of every kind and however denominated) that SDP and ImmediaDent has asserted, could have asserted, or may assert in the future against the United States, its agencies, officers, agents, employees, and servants, and the State of Indiana, its agencies, officers, agents, employees, and

servants, related to the Covered Conduct and the United States' and the State of Indiana's investigation and prosecution thereof.

11. SDP and ImmediaDent fully and finally releases the Relator from any claims (including attorney's fees, costs, and expenses of every kind and however denominated) that SDP and ImmediaDent has asserted, could have asserted, or may assert in the future against the Relator, related to the Covered Conduct and the Relator's investigation and prosecution thereof.

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

13. SDP and ImmediaDent 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 SDP or ImmediaDent, 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 investigation(s) of the matters covered by this Agreement;
- (3) SDP's and ImmediaDent'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 attorney's fees);

- (4) the negotiation and performance of this Agreement; and
- (5) the payment SDP and ImmediaDent make to the United States pursuant to this Agreement and any payments that SDP and ImmediaDent 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 SDP and ImmediaDent, and SDP and ImmediaDent 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 SDP and ImmediaDent or any of its subsidiaries or affiliates to the Medicare, Medicaid, TRICARE, or FEHBP Programs.

c. Treatment of Unallowable Costs Previously Submitted for Payment: SDP and ImmediaDent further agree 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 SDP and ImmediaDent 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. SDP and ImmediaDent agree that the United States, at a minimum, shall be entitled to recoup from SDP and ImmediaDent 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, or the State of Indiana pursuant to the direction of the Office of the Attorney General and/or the affected agencies. The United States and the State of Indiana reserve their rights to disagree with any calculations submitted by SDP and ImmediaDent or any of their subsidiaries or affiliates on the effect of inclusion of Unallowable Costs (as defined in this Paragraph) on SDP and ImmediaDent or any of their subsidiaries or affiliates' cost reports, cost statements, or information reports.

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

14. SDP and ImmediaDent agree to cooperate fully and truthfully with the United States' and the State of Indiana's investigation of individuals and entities not released in this Agreement. Upon reasonable notice, SDP and ImmediaDent 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. SDP and

ImmediaDent further agree to furnish to the United States or the State of Indiana, 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.

15. 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 16 (waiver for beneficiaries paragraph), below.

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

17. SDP and ImmediaDent warrant that they have reviewed their financial situation and that they currently are solvent within the meaning of 11 U.S.C. §§ 547(b)(3) and 548(a)(1)(B)(ii)(I), and shall remain solvent following payment to the United States and the State of Indiana of the Settlement Amount. Further, the Parties warrant that, in evaluating whether to execute this Agreement, they (a) have intended that the mutual promises, covenants, and obligations set forth constitute a contemporaneous exchange for new value given to SDP and ImmediaDent, within the meaning of 11 U.S.C. § 547(c)(1), and (b) conclude that these mutual promises, covenants, and obligations do, in fact, constitute such a contemporaneous exchange. Further, the Parties warrant that the mutual promises, covenants, and obligations set forth herein are intended to and do, in fact, represent a reasonably equivalent exchange of value that is not intended to hinder, delay, or defraud any entity to which SDP and ImmediaDent was or became indebted to on or after the date of this transfer, within the meaning of 11 U.S.C. § 548(a)(1).

18. If within 91 days of the Effective Date of this Agreement or of any payment made under this Agreement, SDP or ImmediaDent commence, or a third party commences, any case, proceeding, or other action under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors (a) seeking to have any order for relief of SDP's or ImmediaDent's debts, or seeking to adjudicate SDP or ImmediaDent as bankrupt or insolvent; or (b) seeking appointment of a receiver, trustee, custodian, or other similar official for SDP or ImmediaDent or for all or any substantial part of SDP's or ImmediaDent's assets, SDP and ImmediaDent agree as follows:

a. SDP's and ImmediaDent's obligations under this Agreement may not be avoided pursuant to 11 U.S.C. § 547, and SDP and ImmediaDent shall not argue or otherwise take the position in any such case, proceeding, or action that: (i) SDP's or ImmediaDent's obligations under this Agreement may be avoided under 11 U.S.C. § 547; (ii) SDP or ImmediaDent was insolvent at the time this Agreement was entered into, or became insolvent as a result of the payment made to the United States or the State of Indiana; or (iii) the mutual promises, covenants, and obligations set forth in this Agreement do not constitute a contemporaneous exchange for new value given to SDP or ImmediaDent.

b. If SDP's or ImmediaDent's obligations under this Agreement are avoided for any reason, including, but not limited to, through the exercise of a trustee's avoidance powers under the Bankruptcy Code, the United States and the State of Indiana, each at its sole option, may rescind the releases in this Agreement and bring any civil and/or administrative claim, action, or proceeding against SDP or ImmediaDent for the claims that would otherwise be covered by the releases provided in Paragraphs 4 and 5, above. SDP and ImmediaDent agree that (i) any such claims, actions, or proceedings brought by the United States or the State of Indiana are not subject to an "automatic stay" pursuant to 11 U.S.C. § 362(a) as a result of the action, case, or proceedings described in the first clause of this Paragraph, and SDP and

ImmediaDent shall not argue or otherwise contend that the United States' or the State of Indiana's claims, actions, or proceedings are subject to an automatic stay; (ii) SDP and ImmediaDent shall not plead, argue, or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel, or similar theories, to any such civil or administrative claims, actions, or proceeding that are brought by the United States or the State of Indiana within 180 calendar days of written notification to SDP and ImmediaDent that the releases have been rescinded pursuant to this Paragraph, except to the extent such defenses were available on February 20, 2013; and (iii) the United States and the State of Indiana have a valid claim against SDP and ImmediaDent in the amount of \$13,428,585, and the United States and the State of Indiana may pursue their claims in the case, action, or proceeding referenced in the first clause of this Paragraph, as well as in any other case, action, or proceeding.

c. SDP and ImmediaDent acknowledge that their agreements in this Paragraph are provided in exchange for valuable consideration provided in this Agreement.

19. Upon receipt of the payment described in Paragraph 1, above, the Parties shall promptly sign and file in the Civil Action a Joint Stipulation of Dismissal of the Civil Action pursuant to Rule 41(a)(1).

20. Except as otherwise provided in this Agreement, 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 in to this Agreement without any degree of duress or compulsion.

22. 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 Western District of Kentucky. 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.

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 SDP's and ImmediaDent's successors, transferees, heirs, and assigns.

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


28. All parties consent to the disclosure of this Agreement, and information about this Agreement, by the United States or the State of Indiana 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**

RUSSELL M. COLEMAN  
United States Attorney, WDKY

DATED: 10/31/18

BY:   
BENJAMIN S. SCHECTER  
Assistant United States Attorney, WDKY

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 INDIANA**

CURTIS HILL  
Indiana Attorney General

DATED:

BY: \_\_\_\_\_  
MATTHEW WHITMIRE  
Deputy Attorney General, Director, MFCU  
State of Indiana  
Office of the Attorney General  
Medicaid Fraud Control Unit

DATED:

BY: \_\_\_\_\_  
ALLISON TAYLOR  
Medicaid Director  
Indiana Medicaid Program

**THE UNITED STATES OF AMERICA**

RUSSELL M. COLEMAN  
United States Attorney, WDKY

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

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

BENJAMIN S. SCHECTER  
Assistant United States Attorney, WDKY

DATED: 10/26/2018

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 INDIANA**

CURTIS HILL  
Indiana Attorney General

DATED:

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

MATTHEW WHITMIRE  
Deputy Attorney General, Director, MFCU  
State of Indiana  
Office of the Attorney General  
Medicaid Fraud Control Unit

DATED:

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

ALLISON TAYLOR  
Medicaid Director  
Indiana Medicaid Program



THE UNITED STATES OF AMERICA

RUSSELL M. COLEMAN  
United States Attorney, WDKY

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

BY: \_\_\_\_\_  
BENJAMIN S. SCHECTER  
Assistant United States Attorney, WDKY

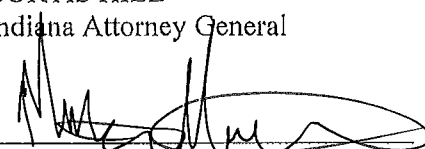
DATED: \_\_\_\_\_

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

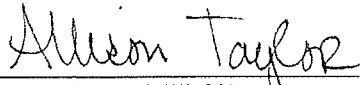
THE STATE OF INDIANA

CURTIS HILL  
Indiana Attorney General

DATED: 10/30/18

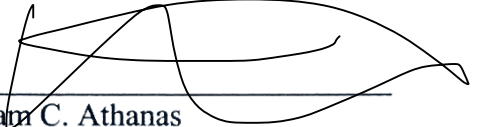
BY:   
MATTHEW WHITMIRE  
Deputy Attorney General, Director, MFCU  
State of Indiana  
Office of the Attorney General  
Medicaid Fraud Control Unit

DATED: 10/25/18


BY:   
ALLISON TAYLOR  
Medicaid Director  
Indiana Medicaid Program

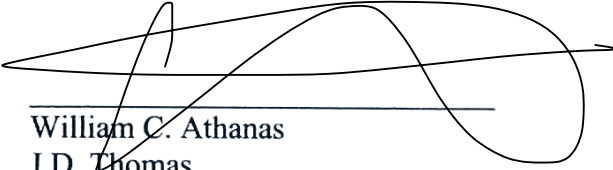
**SAMSON DENTAL PARTNERS, LLC**

DATED: 10-22-18 BY:   
Cotton Hawes  
Chief Executive Officer

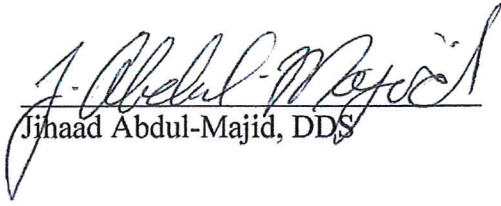
DATED: 10/22/18 BY:   
William C. Athanas  
J.D. Thomas  
WALLER LANSDEN DORTCH & DAVIS, LLP  
*Counsel for Samson Dental Partners, LLC*

**IMMEDIADENT OF INDIANA, LLC**

DATED: 10/22/2018 BY:  Type text here  
Steven Lenos, DDS  
President


DATED: 10/22/18 BY:   
William C. Athanas  
J.D. Thomas  
WALLER LANSDEN DORTCH & DAVIS, LLP  
*Counsel for ImmediaDent of Indiana, LLC*

**JIHAAD ABDUL-MAJID - RELATOR**

DATED: 10/22/18 BY:   
Jihaad Abdul-Majid, DDS

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
Charles S. Siegel  
WATERS & KRAUS, LLP  
*Co-Counsel for Jihaad Abdul-Majid*


DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
Daniel Hargrove  
THE HARGROVE LAW FIRM, P.C.  
*Co-Counsel for Jihaad Abdul-Majid*

DATED: 10/23/2018 BY:   
James R. Moriarty  
LAW OFFICES OF JAMES R. MORIARTY  
*Co-Counsel for Jihaad Abdul-Majid*

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
Joseph D. Satterly, Esq.  
Paul Kelley, Esq.  
SATTERLY & KELLEY, PLLC  
*Co-Counsel for Jihaad Abdul-Majid*

**JIHAAD ABDUL-MAJID - RELATOR**

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
Jihaad Abdul-Majid, DDS

DATED: 10-29-18 BY:   
Charles S. Siegel  
WATERS & KRAUS, LLP  
*Co-Counsel for Jihaad Abdul-Majid*

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
Daniel Hargrove  
THE HARGROVE LAW FIRM, P.C.  
*Co-Counsel for Jihaad Abdul-Majid*

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
James R. Moriarty  
LAW OFFICES OF JAMES R. MORIARTY  
*Co-Counsel for Jihaad Abdul-Majid*

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
Joseph D. Satterly, Esq.  
Paul Kelley, Esq.  
SATTERLY & KELLEY, PLLC  
*Co-Counsel for Jihaad Abdul-Majid*

**JIIHAAD ABDUL-MAJID - RELATOR**

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
Jihaad Abdul-Majid, DDS

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
Charles S. Siegel  
WATERS & KRAUS, LLP  
*Co-Counsel for Jihaad Abdul-Majid*

DATED: Oct. 29, 2018 BY:   
Daniel Hargrove  
THE HARGROVE LAW FIRM, P.C.  
*Co-Counsel for Jihaad Abdul-Majid*

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
James R. Moriarty  
LAW OFFICES OF JAMES R. MORIARTY  
*Co-Counsel for Jihaad Abdul-Majid*

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
Joseph D. Satterly, Esq.  
Paul Kelley, Esq.  
SATTERLY & KELLEY, PLLC  
*Co-Counsel for Jihaad Abdul-Majid*


**JIIHAAD ABDUL-MAJID - RELATOR**

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
Jihaad Abdul-Majid, DDS

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
Charles S. Siegel  
WATERS & KRAUS, LLP  
*Co-Counsel for Jihaad Abdul-Majid*

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
Daniel Hargrove  
THE HARGROVE LAW FIRM, P.C.  
*Co-Counsel for Jihaad Abdul-Majid*

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
James R. Moriarty  
LAW OFFICES OF JAMES R. MORIARTY  
*Co-Counsel for Jihaad Abdul-Majid*

DATED: 10/31/18 BY:   
Joseph D. Satterly, Esq.  
Paul Kelley, Esq.  
SATTERLY & KELLEY, PLLC  
*Co-Counsel for Jihaad Abdul-Majid*