

## SETTLEMENT AGREEMENT

### I. PARTIES

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”); Mariner Health Care, Inc. (“Mariner”), SavaSeniorCare Administrative Services, LLC (“Sava”), Rubin Schron (“Schron”), Leonard Grunstein (“Grunstein”), and Murray Forman (“Forman”) (each of whom is referred to herein as a “Defendant” and collectively as the “Defendants”); and Adam B. Resnick (“Relator”). Collectively, the United States, the Defendants, and the Relators are referred to herein as the “Parties.”

### II. PREAMBLE

As a preamble to this Agreement, the Parties agree to the following:

A. Mariner is a Delaware corporation with headquarters in Atlanta, Georgia.

Mariner’s affiliates include the net lessees and operators of nursing homes.

B. Sava is a privately held Delaware limited liability company with headquarters in Atlanta, Georgia. Sava’s affiliates include the net lessees and operators of nursing homes.

C. Schron is a resident of New York.

D. Grunstein is a resident of New Jersey.

E. Forman is a resident of New York.

F. Mariner, Sava, Schron, Grunstein, and Forman are currently defendants in an action filed by Relator under the *qui tam* provisions of the False Claims Act, 31 U.S.C. §§ 3729-3733, under the caption *United States ex rel. Adam B. Resnick v. Omnicare, Inc., National Senior Care, Inc., SavaSenior HealthCare, Inc., and Rubin Schron*, Civil Action No. 06-10149-RGS (D. Mass.), in which the United States has intervened and filed a complaint under the caption *United States ex rel. Adam B. Resnick v. Omnicare, Inc., Rubin Schron, Leonard Grunstein, Murray Forman, Mariner Health Care, Inc., and SavaSeniorCare Administrative Services, LLC* (jointly, the “Civil Action”).

G. Relator is a resident of Illinois. Relator filed his complaint in the Civil Action on January 24, 2006. On December 12, 2008, the United States intervened against Sava and Schron as well as defendant Omnicare, Inc. (“Omnicare”), and against three additional defendants who were not named in Relator’s complaint: Mariner, Grunstein and Forman.

H. The United States contends that the Defendants caused claims to be submitted to the Medicare Program, Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395hhh (“Medicare”), and the Medicaid Program, 42 U.S.C. §§ 1396-1396v (“Medicaid”).

I. The Defendants have entered into or will be entering into separate settlement agreements (hereinafter referred to as the “Medicaid State Settlement Agreements”) with certain states and the District of Columbia (hereinafter referred to as the “Medicaid Participating States”) that will be receiving settlement funds from the Defendants pursuant to Paragraph III.A below.

J. The United States contends that it has certain civil claims, as specified in Paragraph III.B below, against the Defendants for engaging in the following conduct (hereinafter

referred to as the “Covered Conduct”): From December 2004 through December 2006, the Defendants knowingly caused false or fraudulent drug reimbursement claims to be submitted to Medicaid and Medicare as alleged in the United States’ complaint in the Civil Action.

K. The United States also contends that it has certain administrative claims against the Defendants, as specified in Paragraphs III.B, C and E below, for engaging in the Covered Conduct.

L. This Agreement is neither an admission of facts or liability by any of the Defendants nor a concession by the Government that its claims are not well-founded. The Defendants expressly deny the contentions and allegations of the United States and Relator as set forth herein and in the Civil Action and deny that they engaged in any wrongful conduct. Neither this Agreement or its execution, nor the performance of any obligation arising under it, including any payment, nor the fact of settlement is intended to be, or shall be understood as, an admission of liability or wrongdoing, or other expression reflecting on the merits of the dispute by Defendants.

M. Relator claims entitlement under 31 U.S.C. § 3730(d) to a share of the proceeds of this Agreement, but Relator and the United States have not agreed on the entitlement or amount of that award, if any.

N. To avoid the delay, uncertainty, inconvenience, and expense of protracted litigation of the above claims, the Parties reach a full and final settlement pursuant to the Terms and Conditions below.

### III. TERMS AND CONDITIONS

A. Defendants have paid the following: (1) to the United States and the Medicaid Participating States, collectively, the sum of fourteen million dollars (\$14,000,000), plus interest accrued thereon at a rate of 3.25% per annum from June 26, 2009, and continuing until and including the day before complete payment was made (the “Settlement Amount”), and (2) to the Relator the amount set forth below for his attorney’s fees and costs. The foregoing payments have been made as follows:

1. Defendants have paid the United States seven million eight hundred forty-six thousand seven hundred eighty-eight dollars (\$7,846,788), plus interest accrued thereon at a rate of 3.25% per annum (\$699 per day) from June 26, 2009, and continuing until and including the day before complete payment was made (the “Federal Settlement Amount”).

2. Concurrently with the execution and delivery of this Settlement Agreement, Defendants have paid to all of the Medicaid Participating States collectively the principal sum of \$6,153,212 plus interest on that amount at 3.25% per annum accrued from June 26, 2009 and continuing until the day before the Effective Date of this Agreement (the “Medicaid State Settlement Amount”) by wiring said amount to the New York State Attorney General’s National Global Settlement Account (“the NY State Account”) subject further to the conditions set forth below. Upon payment of the Medicaid State Settlement Amount, in accordance with the terms of this Paragraph, Defendants shall have no further payment obligations under this Settlement Agreement with respect to the Medicaid Participating States.

a. Any State that executes and delivers a State Settlement Agreement in a form agreed to by the Defendants and the State Negotiating Team, or in a form agreed to by the Defendants and an individual state, shall be defined as a “Medicaid Participating State.” There shall be disbursed from the NY State Account to each State that becomes a Medicaid Participating State, within the time limits established in this subparagraph and in subparagraph III.A.2.b below, that State’s share of the Medicaid State Settlement Amount (as set forth in a communication from the State Negotiating Team to the New York State Medicaid Fraud Control Unit (“NY MFCU”) and to Defendants’ counsel) (the “Individual State Share”). Such payment shall be made within five business days following receipt by the New York State MFCU of written instructions provided by the State Negotiating Team.

b. Except as otherwise provided in this sub-paragraph, no State may become a Medicaid Participating State if it has not executed a State Settlement Agreement within 120 days following receipt of the State Settlement Agreement form. Defendants may extend this time period with respect to any individual state. (A Medicaid Participating State shall be deemed to have become a Medicaid Participating State on the date on which it executed a State Settlement Agreement.) Any amount of the Medicaid State Settlement Amount remaining in the NY State Account that is not disbursed as described above (“Remaining Settlement Amount”) shall be returned to Defendants in a manner to be agreed upon by Defendants and no State shall be entitled to any portion of the Remaining Settlement Amount pursuant to the terms of this Agreement.

3. Defendants have paid Relator’s counsel \$210,617 for Relator’s attorney’s fees and costs incurred in connection with the Civil Action. No additional attorney’s fees or

costs shall be paid or claimed from defendants by Relator as part of the Medicaid State Settlement Agreements.

B. Subject to the exceptions in Paragraphs E and F below, in consideration of the obligations of Mariner and Sava in this Agreement, conditioned upon the full payment of the Settlement Amount, and subject to Paragraph P below (concerning bankruptcy proceedings commenced within 91 days of either the Effective Date of this Agreement or any payment made under this Agreement), the United States (on behalf of itself, its officers, agents, agencies, and departments) fully and finally releases Mariner and Sava and their affiliates, divisions and subsidiaries, from any civil or administrative monetary claim the United States has or may have for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-33, the Civil Monetary Penalties Law, 42 U.S.C. § 1320a-7a, the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-12, and/or the common law theories of payment by mistake, unjust enrichment, and fraud.

C. Subject to the exceptions in Paragraphs E and F below, in consideration of the obligations of Schron in this Agreement, conditioned upon full satisfaction of Paragraph III.A, and subject to Paragraph P below (concerning bankruptcy proceedings commenced within 91 days of either the Effective Date of the Agreement or any payment made under this Agreement), the United States (on behalf of itself, its officers, agencies and departments) fully and finally releases Schron, individually and in any other capacity, along with his respective heirs, successors and assigns from any civil or administrative monetary claim that the United States has or may have for the Covered Conduct under the False Claims Act, 31 U.S.C. § 3729-33, the Civil Monetary Penalties Law, 42 U.S.C. § 1320a-7a, the Program Fraud Civil Remedies Act, 31

U.S.C. § 3801-12, and/or the common law theories of payment by mistake, unjust enrichment, and fraud.

D. Release of Claims by Relator.

1. In consideration of the obligations of Mariner and Sava in this Agreement, conditioned upon the full payment of the Settlement Amount, and subject to Paragraph P below (concerning bankruptcy proceedings commenced within 91 days of either 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, agrees to release Mariner and Sava and their affiliates, divisions, subsidiaries, attorneys, agents, consultants, heirs, successors, assigns, officers, directors, employees, managers, members, partners, and shareholders from any claims or allegations that Relator asserted or could have asserted based on the Covered Conduct in the Civil Action, and, conditioned upon receipt of payment for attorney's fees and costs in the amounts set forth in Paragraph III.A.3, from any claims Relator might assert under 31 U.S.C. § 3730(d), for expenses, attorney's fees, and costs incurred in connection with the Civil Action.

2. In consideration of the obligations of Schron, Grunstein, and Forman in this Agreement, conditioned upon the full payment of the Settlement Amount, Relator, for himself and for his heirs, successors, attorneys, agents, and assigns, fully and finally releases Schron, Grunstein, and Forman, individually and in any other capacity, along with their respective attorneys, agents, consultants, heirs, successors, affiliates, and assigns from any claims or allegations that Relator asserted or could have asserted based on the Covered Conduct in the Civil Action, and, conditioned upon receipt of payment for attorney's fees and costs in the

amounts set forth in Paragraph III.A.3, from any claims Relator might assert under 31 U.S.C. § 3730(d), for expenses, attorney's fees, and costs incurred in connection with the Civil Action.

**E. Release and Reservation of Claims by OIG-HHS.**

1. In consideration of the obligations of Mariner in this Agreement and the Corporate Integrity Agreement entered into between OIG-HHS and Mariner (the "Mariner CIA"), conditioned upon the full payment of the Settlement Amount, and subject to Paragraph P below (concerning bankruptcy proceedings commenced within 91 days of either the Effective Date of this Agreement or any payment made under this Agreement), OIG-HHS agrees to release and refrain from instituting, directing, or maintaining any administrative action seeking exclusion from Medicare, Medicaid, and other Federal health care programs (as defined in 42 U.S.C. § 1320a-7b(f)), against Mariner, its affiliates, divisions and subsidiaries, under 42 U.S.C. § 1320a-7a (the Civil Monetary Penalties Law) or 42 U.S.C. § 1320a-7(b)(7) (permissive exclusion for fraud, kickbacks, and other prohibited activities) for the Covered Conduct, except as reserved in Paragraph F below (concerning excluded claims), and as reserved in this Paragraph. OIG-HHS expressly reserves all rights to comply with any statutory obligations to exclude Mariner from Medicare, Medicaid, and other Federal health care programs under 42 U.S.C. § 1320a-7(a) (mandatory exclusion) based upon the Covered Conduct. Nothing in this Paragraph precludes OIG-HHS from taking action against entities or persons, or for conduct and practices, for which claims have been reserved in Paragraph F below.

2. OIG-HHS expressly reserves all rights to institute, direct, or maintain any administrative action seeking exclusion against Sava (and/or its officers, directors, and employees), Schron, Grunstein, and/or Forman from Medicare, Medicaid, and all other Federal



health care programs (as defined in 42 U.S.C. § 1320a-7b(f)) under 42 U.S.C. § 1320a-7a (the Civil Monetary Penalties Law), 42 U.S.C. § 1320a-7(a) (mandatory exclusion), and/or 42 U.S.C. § 1320a-7(b) (permissive exclusion).

F. Notwithstanding any term of this Agreement, specifically reserved and excluded from the scope and terms of this Agreement as to any entity or person (including each Defendant and Relator) are the following claims of the United States:

1. Any civil, criminal, or administrative liability arising under Title 26, United States Code (Internal Revenue Code);
2. Any criminal liability;
3. Except as explicitly stated in this Agreement, any administrative liability, including mandatory exclusion from Federal health care programs;
4. Any liability to the United States (or its agencies) for any conduct other than the Covered Conduct;
5. Any liability based upon such obligations as are created by this Agreement;
6. Any liability for express or implied warranty claims or other claims for defective or deficient products or services, including quality of goods and services;
7. Any liability for failure to deliver goods or services due; and
8. Any liability of individuals, including directors, officers and employees, except as expressly provided herein with regard to Schron, Grunstein, and Forman.

G. Relator and his heirs, successors, attorneys, agents, and assigns agree not to object to this Agreement and 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). In connection with this Agreement and the Civil Action, Relator and his heirs, successors, attorneys, agents, and assigns agrees that neither this Agreement, the intervention by the United States in 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 percentage, if any, that Relator should receive of any proceeds of the settlement of their claims.

H. Each Defendant waives and shall not assert any defenses it/he 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.

I. Mariner and Sava, on behalf of themselves and their predecessors, current and former parents, affiliates, divisions, subsidiaries, successors and assigns, and Schron, Grunstein, and Forman, on behalf of themselves and their heirs, successors, attorneys, agents, and assigns (collectively, the “Defendant Releasers”), fully and finally release the United States, its agencies, employees, servants, and agents from any claims (including for attorney’s fees, costs, and

expenses of every kind and however denominated) that any Defendant Releasor has asserted, could have asserted, or may assert in the future against the United States, its agencies, employees, servants, and/or agents, related to the Covered Conduct or the United States' investigation and prosecution thereof.

J. The Defendant Releasors fully and finally release Relator from any claims (including for attorney's fees, costs, and expenses of every kind and however denominated) that any Defendant Releasor has asserted, could have asserted, or may assert in the future against Relator related to the Covered Conduct or Relator's investigation and prosecution thereof.

K. 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 carrier or intermediary or any state payer, related to the Covered Conduct; and Mariner and Sava agree not to resubmit to any Medicare carrier or intermediary or any state payer any previously denied claims related to the Covered Conduct, and agree not to appeal any such denials of claims.

L. Mariner and Sava agree to the following:

1. Unallowable Costs Defined: that all costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47, in Titles XVIII and XIX of the Social Security Act, 42 U.S.C. §§ 1395-1395hhh and 1396-1396v, and in the regulations and official program directives promulgated thereunder) incurred by or on behalf of Mariner or Sava, or by any of Mariner's or Sava's present or former owners, officers, directors, employees, shareholders, and agents, in connection with the following shall be "Unallowable Costs" on government contracts and under the Medicare Program, Medicaid Program, TRICARE Program, and Federal Employees Health Benefits Program ("FEHBP"):

- (a) the matters covered by this Agreement;
- (b) the United States' audit(s) and civil investigation(s) of the matters covered by this Agreement;
- (c) any Defendant'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);
- (d) the negotiation and performance of this Agreement;
- (e) the payments the Defendants make to the United States pursuant to this Agreement and any payments that the Defendants may make to Relator, including costs and attorney's fees; and
- (f) the negotiation of any CIA entered into by any Defendant and HHS-OIG, and the performance of obligations undertaken pursuant to the CIA to:
  - (i) retain an independent review organization to perform annual reviews as described in Section III of the CIA; and
  - (ii) prepare and submit reports to OIG-HHS.

However, nothing in this Paragraph III.L.1.f that may apply to the obligations undertaken pursuant to a CIA affects the status of costs that are not allowable based on any other authority applicable to Mariner. (All costs described or set forth in this Paragraph III.L.1 are hereafter "Unallowable Costs.")

2. Future Treatment of Unallowable Costs: These Unallowable Costs shall be separately determined and accounted for in nonreimbursable cost centers by Mariner and Sava, and Mariner and Sava 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 Mariner or Sava (or any of their subsidiaries or affiliates) to the Medicare, Medicaid, TRICARE, or FEHBP Programs.

3. Treatment of Unallowable Costs Previously Submitted for Payment:

Mariner and Sava further agree that, within 90 days of the Effective Date of this Agreement, each of them shall identify to applicable Medicare and TRICARE fiscal intermediaries, carriers, and/or contractors, and Medicaid and FEHBP fiscal agents, any Unallowable Costs 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 Mariner or Sava (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. Mariner and Sava agree that the United States, at a minimum, shall be entitled to recoup from either of them 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 Mariner or Sava (or any of their subsidiaries or affiliates) on the effect of inclusion of Unallowable Costs on the

cost reports, cost statements, or information reports submitted by Mariner or Sava (or any of their subsidiaries or affiliates).

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

M. 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 N, below, regarding waiver for beneficiaries.

N. Each of Mariner and Sava 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 payers based upon the claims defined as Covered Conduct.

O. Each Defendant warrants that it/he has reviewed its/his financial situation and that it/he currently is 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 of the Settlement Amount to the United States and the Medicaid Participating States. 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 herein constitute a contemporaneous exchange for new value given to each Defendant, 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 any of the Defendants was or became indebted on or after the date of this transfer, within the meaning of 11 U.S.C. § 548(a)(1).

P. If, within 91 days of the Effective Date of this Agreement or within 91 days of any payment made under this Agreement, all of the Defendants or any third party(ies) 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 the debts of all the Defendants, or seeking to adjudicate all of the Defendants as bankrupt or insolvent, or (b) seeking appointment of a receiver, trustee, custodian, or other similar official for all of the Defendants or for all or any substantial part of the assets of all of the Defendants, the Defendants agree as follows:

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

2. If the obligations of all the Defendants 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, at its sole option, may rescind the releases in this Agreement and bring any civil and/or administrative claim, action, or proceeding against any or

all of the Defendants for the claims that otherwise would be covered by the releases provided in Paragraphs III.B-E above. The Defendants agree that (i) any such claims, actions, or proceedings brought by the United States (including any proceedings to exclude any or all of the Defendants from participation in Medicare, Medicaid, or other Federal health care programs) 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 the Defendants shall not argue or otherwise contend that the United States’ claims, actions, or proceedings are subject to an automatic stay; (ii) the Defendants 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 proceedings that are brought by the United States within 30 calendar days of written notification to the Defendants that the releases have been rescinded pursuant to this Paragraph, except to the extent such defenses were available on January 24, 2006; and (iii) the United States has a valid claim against the Defendants, jointly and severally, in the amount of \$75,000,000, and the United States may pursue its claim in the case, action, or proceeding referenced in the first clause of this Paragraph, as well as in any other case, action, or proceeding.

3. The Defendants acknowledge that their agreements in this Paragraph are provided in exchange for valuable consideration provided in this Agreement.

Q. Within seven (7) business days after the payment of the Federal Settlement Amount pursuant to this Agreement, the Parties will file a Stipulation Of Dismissal With Prejudice of the Civil Action as to each of the Defendants in the form of Attachment A hereto.



R. Except as expressly provided to the contrary in this Agreement or in a settlement agreement with another defendant in the Civil Action, each Party shall bear its/his own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

S. The Defendants represent that this Agreement is freely and voluntarily entered into without any degree of duress or compulsion whatsoever.

T. Relator represents that this Agreement is freely and voluntarily entered into without any degree of duress or compulsion whatsoever.

U. This Agreement is governed by the laws of the United States. The Parties agree that the exclusive jurisdiction and venue for any dispute under this Agreement arising between or among any or all of the Parties is the United States District Court for the District of Massachusetts, except that disputes arising under any CIA shall be resolved exclusively under the dispute resolution provisions in that CIA.

V. For purposes of construction, 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.

W. This Agreement constitutes the complete agreement between the Parties as to the matters addressed herein. This Agreement may not be amended except by written consent of the Parties.

X. The individuals signing this Agreement on behalf of any Defendant represent and warrant that they are authorized by that Defendant to execute this Agreement. The individual signing this Agreement on behalf of Relator represents and warrants that he is authorized by

Relator to execute this Agreement. The United States signatories represent that they are signing this Agreement in their official capacities and that they are authorized to execute this Agreement.

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

Z. This Agreement is binding on Mariner's and Sava's respective successors, transferees, and assigns.

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


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

CC. This Agreement is effective on the date of signature of the last signatory to the Agreement ("Effective Date of this Agreement"). Facsimiles of signatures, and/or electronic signatures in portable document format (.pdf), shall constitute acceptable, binding signatures for purposes of this Agreement.

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THE UNITED STATES OF AMERICA


DATED: 2/25/10

BY:   
LAURIE A. OBEREMBT  
Senior Trial Counsel  
Commercial Litigation Branch  
Civil Division  
United States Department of Justice

DATED: 2/26/10

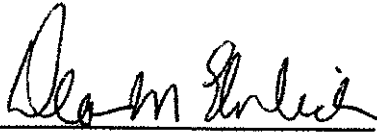
BY:   
GREGG SHAPIRO  
CHRISTINE WICKERS  
Assistant United States Attorneys  
United States Attorney's Office  
District of Massachusetts

DATED: 2/25/10

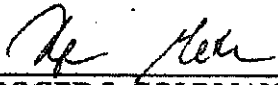
BY:   
GREGORY E. DEMSKE  
Assistant Inspector General for Legal Affairs  
Office of Counsel to the Inspector General  
Office of Inspector General  
United States Department of Health and Human Services

**MARINER HEALTH CARE, INC. - DEFENDANT**

**DATED:** 2/16/10

**BY:**   
**DEVIN M. EHRLICH**  
Executive Vice President and General Counsel  
Mariner Health Care, Inc.

**DATED:** 2/16/10

**BY:**   
**ROGER S. GOLDMAN**  
Latham & Watkins LLP  
555 Eleventh Street, N.W.  
Suite 1000  
Washington, DC 20004

**SAVA SENIOR CARE ADMINISTRATIVE SERVICES, LLC - DEFENDANT**

**DATED:** 2.16.10

**BY:**



**ANNALIESE IMPINK**  
Chief Operations Counsel  
SavaSeniorCare Administrative Services, LLC

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

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

**GLENN P. HENDRIX**  
Arnall Golden Gregory LLP  
171 17th Street, NW  
Atlanta, GA 30363-1031


**SAVASENIORCARE ADMINISTRATIVE SERVICES, LLC - DEFENDANT**

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

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

**ANNALIESE IMPINK**  
Chief Operations Counsel  
SavaSeniorCare Administrative Services, LLC

**DATED:** 2/16/10

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

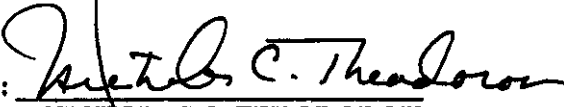
**GLENN P. HENDRIX**  
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171 17th Street, NW  
Atlanta, GA 30363-1031

RUBIN SCHRON - DEFENDANT

DATED: 2/16/10

BY:   
\_\_\_\_\_  
RUBIN SCHRON

DATED: 2/16/10

BY:   
\_\_\_\_\_  
NICHOLAS C. THEODOROU  
Foley Hoag LLP  
Seaport World Trade Center West  
155 Seaport Boulevard  
Boston, MA 02210

**LEONARD GRUNSTEIN - DEFENDANT**

DATED: 2/12/10

BY:



LEONARD GRUNSTEIN

DATED: 2/12/10

BY:



ROBERT SHERMAN

DLA Piper LLP  
33 Arch Street, 26th Floor  
Boston, MA 02110-1447

**BRUCE A. SINGAL**

Donoghue Barrett & Singal, P.C.  
One Beacon Street  
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Boston, MA 02108

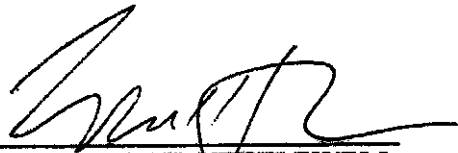


**MURRAY FORMAN - DEFENDANT**

DATED: 2/16/10

BY:   
MURRAY FORMAN

DATED: 2/16/10

BY:   
WILLIAM H. KETTLEWELL  
Dwyer & Collora, LLP  
600 Atlantic Ave.  
Boston, MA 02210

**ADAM B. RESNICK - RELATOR**

DATED: 2/12/10 <sup>10</sup> <sup>AM</sup>

BY: Adam B. Resnick  
**ADAM B. RESNICK**

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


BY: \_\_\_\_\_  
**TIMOTHY McCORMACK**  
Phillips & Cohen LLP  
2000 Massachusetts Avenue, N.W.  
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**ADAM B. RESNICK - RELATOR**

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

**BY:** \_\_\_\_\_  
**ADAM B. RESNICK**

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