



JOSH STEIN
ATTORNEY GENERAL

STATE OF NORTH CAROLINA
DEPARTMENT OF JUSTICE

SETH DEARMIN
CHIEF OF STAFF

December 9, 2024

North Carolina Senate President Pro Tempore Phil Berger
North Carolina House of Representatives Speaker Tim Moore
Co-Chairs, Joint Legislative Commission on Governmental Operations

Senator Danny Earl Britt, Jr.
Senator Warren Daniel
Representative Ted Davis, Jr.
Representative Dudley Greene
Representative Charles W. Miller
Representative Carson Smith
Co-Chairs, Appropriations Subcommittee on Justice and Public Safety

North Carolina General Assembly
Raleigh, North Carolina 27601-1096

RE: G.S. §114-2.5; Report on Settlement Agreement for Report on Settlement Agreement for
Eric Troyer, MD/Troyer Medical, Inc.

Dear Members:

Section 114-2.5 of the North Carolina General Statutes requires the Attorney General to report to the Joint Legislative Commission on Governmental Operations and the Chairs of the Appropriations Subcommittees on Justice and Public Safety regarding all settlements and court orders which result in more than \$75,000.00 being paid to the State. Pursuant to that statute, I am writing regarding the settlement of claims for Medicaid reimbursement to the state and federal governments in the above-referenced matter. Pursuant to federal law (42 C.F.R. § 433.320) recoveries in these cases are shared on a pro rata basis by the state and federal governments.

A settlement has been executed between Eric Troyer, MD/Troyer Medical, Inc. and the State of North Carolina.

The settlement resolves allegations that from August 1, 2015 through November 30, 2021, Dr. Eric Troyer/Troyer Medical submitted false claims to the Medicaid program by soliciting and/or receiving

thousands of dollars in remuneration in the form of purported analyzer, office space rental, and phlebotomy payments, paid directly or indirectly from a clinical laboratory, in return for Dr. Troyer's referrals to the same Lab for clinical laboratory services.

Under the terms of North Carolina's settlement, the State of North Carolina and the federal government will recover \$627,237.21. Of that amount the federal government will receive \$430,607.16 for North Carolina's federal portion of Medicaid, Medicare and other federal program recoveries. Pursuant to G.S. § 1-610, the qui tam plaintiffs whose whistleblower actions brought this matter to the government's attention will receive \$36,342.60 of North Carolina's recovery. The North Carolina Medicaid Program will receive \$75,367.99 as restitution and interest. In addition, pursuant to Article IX, Section 7 of the North Carolina Constitution and G.S. § 115C-457.1, the penalty portion of the settlement in the amount of \$78,450.24 will be paid to the Civil Penalty Forfeiture Fund for the support of North Carolina public schools. Pursuant to G.S. § 115C-457.2 and G.S. § 1-608(c), the North Carolina Department of Justice will receive \$6,285.60 for investigative costs and costs of collection.

As the attached settlement agreement contains information related to ongoing confidential investigations involving other parties, please note that the attached version contains certain redactions that are required to protect the integrity of those related ongoing confidential investigations.

We will be happy to respond to any questions you may have regarding this report.

Very truly yours,



Seth Dearmin
Chief of Staff

LB:ng

cc: Sean Hamel, NCGA Fiscal Research Division
Mark White, NCGA Fiscal Research Division
Morgan Weiss, NCGA Fiscal Research Division

SETTLEMENT AGREEMENT

This Settlement Agreement (Agreement) is entered into among (a) 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) and the Defense Health Agency (DHA), acting on behalf of the TRICARE Program (collectively, the United States); (b) the State of North Carolina, acting through the Medicaid Investigations Division of the North Carolina Department of Justice, Office of the Attorney General (North Carolina); (c) Eric Troyer, M.D. (Dr. Troyer) and Troyer Medical, Inc., P.C. (TMI); and [REDACTED] through their authorized representatives. Collectively, all of the above will be referred to as the Parties.

RECITALS

A. Dr. Troyer owned and operated TMI, a family medicine practice in Landis, North Carolina. Dr. Troyer is a physician licensed to practice in North Carolina.

B. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

C. The United States and North Carolina (collectively, the Governments) contend that Dr. Troyer and TMI caused to be submitted claims for payment to the Medicare Program, Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395–1395lll (Medicare), the Medicaid Program, 42 U.S.C. §§ 1396–1396w-5 (Medicaid), and the TRICARE Program, 10 U.S.C. §§ 1071–1110b (TRICARE).

D. The Governments contend that they have certain civil claims against Dr. Troyer and TMI arising from the following conduct, by which Dr. Troyer and TMI caused the submission

of false or fraudulent claims to Medicare, Medicaid, and TRICARE: From August 1, 2015, to November 30, 2021, Dr. Troyer and TMI knowingly and willfully solicited and/or received thousands of dollars in remuneration in the form of purported analyzer, office space rental, and phlebotomy payments, paid directly or indirectly from [REDACTED], in return for Dr. Troyer's referrals to [REDACTED] (as defined in 42 U.S.C. § 1395nn(h)(6)(A)), in violation of the Anti-Kickback Statute (AKS), 42 U.S.C. § 1320a-7b(b).

The conduct set forth in Paragraph D is referred to below as the "Covered Conduct."

E. [REDACTED]

F. This Agreement is neither an admission of liability by Dr. Troyer or TMI, nor a concession by the United States or North Carolina that their claims are not well founded.

In consideration of the mutual promises and obligations of this Agreement, the Parties agree and covenant as follows:

TERMS AND CONDITIONS

1. Subject to the terms and conditions herein, Dr. Troyer and TMI shall pay to the United States and North Carolina the sum of Six Hundred Twenty-Five Thousand Dollars (\$625,000.00), plus interest at four and one-eighths percent (4.125%) per annum, interest to begin accruing on the remaining balance owed on November 15, 2024 (collectively, "Total Settlement Amount") as follows:

- a. **Initial Federal Payment:** No later than November 15, 2024, Dr. Troyer and TMI shall pay to the United States One Hundred Eighty-Eight Thousand Eight Hundred Seventy-One Dollars and Eighty-Seven Cents

(\$188,871.87) (Initial Federal Payment) by electronic funds transfer pursuant to written instructions to be provided by the Civil Division of the United States Department of Justice.

- b. **Initial State Payment:** No later than November 15, 2024, Dr. Troyer and TMI shall pay to North Carolina Eighty-Six Thousand One Hundred Twenty-Eight Dollars and Thirteen Cents (\$86,128.13) (Initial State Payment), pursuant to written instructions to be provided by the Medicaid Investigations Division of the North Carolina Department of Justice.
- c. **Federal Payments Over Time:** Dr. Troyer and TMI shall pay to the United States Two Hundred Forty Thousand Three Hundred Eighty-Two Dollars and Thirty-Seven Cents (\$240,382.37) plus interest at four and one-eighths percent (4.125%) per annum pursuant to the payment schedule attached as Exhibit A (collectively, Federal Payments Over Time) by electric funds transfer pursuant to written instructions to be provided by the Civil Division of the United States Department of Justice. The Federal Payments Over Time may be prepaid, in whole or in part, without penalty or premium.
- d. **State Payments Over Time:** Pursuant to the payment schedule in this subparagraph, Dr. Troyer and TMI shall pay to North Carolina One Hundred Nine Thousand Six Hundred Seventeen Dollars and Sixty-Three Cents (\$109,617.63) plus interest at four and one-eighths percent (4.125%) per annum pursuant to the payment schedule attached as Exhibit B (collectively, State Payments Over Time) pursuant to written instructions to be provided by the Medicaid Investigations Division of the North Carolina

Department of Justice. The State Payments Over Time may be prepaid, in whole or in part, without penalty or premium.

- e. For the Initial Federal Payment and Federal Payments Over Time (collectively, Federal Settlement Amount), Two Hundred Fourteen Thousand Six Hundred Twenty-Seven Dollars and Twelve Cents (\$214,627.12) is restitution to the United States.
- f. For the Initial State Payment and State Payments Over Time (collectively, State Settlement Amount), Ninety-Seven Thousand Eight Hundred Seventy-Two Dollars and Eighty-Eight Cents (\$97,872.88) is restitution to North Carolina.

2. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

■ [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

4. a. Subject to the exceptions in Paragraph 6 (concerning reserved claims) below, subject to Paragraph 15 (concerning default) below, and conditioned upon Dr. Troyer's and TMI's full payment of the Federal Settlement Amount to the United States, the United States releases Dr. Troyer and TMI from any civil or administrative monetary claim the United States

has for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729–3733; the Civil Monetary Penalties Law, 42 U.S.C. § 1320a-7a; the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801–3812; or the common law theories of payment by mistake, unjust enrichment, and fraud.

b. Subject to the exceptions in Paragraph 6 (concerning reserved claims) below, subject to Paragraph 15 (concerning default) below, and conditioned upon Dr. Troyer’s and TMI’s full payment of the State Settlement Amount to North Carolina, North Carolina releases Dr. Troyer and TMI from any civil or administrative monetary claim North Carolina has for the Covered Conduct under the North Carolina False Claims Act, N.C. General Statutes § 1-605, et. seq., or the common law theories of payment by mistake, unjust enrichment, and fraud.

5. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

6. Notwithstanding the release given in Paragraph 4 of this Agreement, or any other term of this Agreement, the following claims of the Governments 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 or enforcement right, including mandatory or permissive exclusion from Federal health care programs;

- d. Any liability to the Governments or their agencies for any conduct other than the Covered Conduct;
- e. Any liability based upon obligations created by this Agreement;
- f. Any liability of individuals other than Dr. Troyer;
- g. Any liability of corporate entities other than TMI;
- h. Any liability for express or implied warranty claims or other claims for defective or deficient products or services, including quality of goods and services;
- i. Any liability for failure to deliver goods or services due;
- j. Any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct; and
- k. Any civil or administrative liability that any person or entity, including Dr. Troyer and TMI, has or may have to the State of North Carolina, or to individual consumers or state program payors under any statute, regulation, or rule not expressly covered by the releases within this Agreement, 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.

7. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED],

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

8. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

9. Dr. Troyer and TMI waive and shall not assert any defenses they may have to any criminal prosecution or administrative action relating to the Covered Conduct that may be based in whole or in part on a contention that, under the Double Jeopardy Clause in the Fifth Amendment of the 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. Dr. Troyer and TMI fully and finally release the Governments 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 Dr. Troyer and TMI have asserted, could have asserted, or may assert in the future against the Governments and their agencies, officers, agents, employees, and servants related to the Covered Conduct and the Governments' investigation and prosecution thereof.

11. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

12. The Total 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 Dr. Troyer and TMI agree not to resubmit to any Medicare contractor or any state payer any previously denied claims related to the Covered Conduct, agree not to appeal any such denials of claims, and agree to withdraw any such pending appeals.

13. Dr. Troyer and TMI 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 Dr. Troyer and TMI in connection with:

- (1) the matters covered by this Agreement;
- (2) the Governments' audit(s) and civil and criminal investigation(s) of the matters covered by this Agreement;
- (3) Dr. Troyer and TMI's investigation, defense, and corrective actions undertaken in response to the Governments' 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 Dr. Troyer and TMI makes to the United States pursuant to this Agreement,

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 Dr. Troyer and TMI, and Dr. Troyer and TMI 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 Dr. Troyer and TMI, or any of TMI's subsidiaries or affiliates to the Medicare, Medicaid, TRICARE, or FEHBP Programs.

c. Treatment of Unallowable Costs Previously Submitted for Payment: Dr. Troyer and TMI further agree that within ninety (90) days of the Effective Date of this Agreement they shall identify to applicable Medicare and TRICARE fiscal intermediaries, carriers, and/or contractors, and Medicaid and FEHBP fiscal agents, any Unallowable Costs (as defined in this Paragraph) included in payments previously sought from the United States, or any State Medicaid program, including, but not limited to, payments sought in any cost reports, cost statements, information reports, or payment requests already submitted by Dr. Troyer and TMI, or any of TMI's 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. Dr. Troyer and TMI agree that the United States, at a minimum, shall be entitled to recoup from Dr. Troyer and TMI 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 Dr. Troyer and TMI, or any of TMI's subsidiaries or affiliates on the effect of inclusion of Unallowable Costs (as defined in this Paragraph) on Dr. Troyer and TMI, or any of TMI's 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 Dr. Troyer and TMI's books and records to determine that no Unallowable Costs have been claimed in accordance with the provisions of this Paragraph.

14. Dr. Troyer and TMI agree to cooperate fully, truthfully, completely, and forthrightly with the Governments' investigation(s) of, and/or legal proceeding(s) against, individuals and entities not released in this Agreement. Upon request by either Government and reasonable notice, Dr. Troyer shall be available for interviews by the Governments and shall fully, truthfully, completely, and forthrightly answer questions. Upon request by either Government and reasonable notice, Dr. Troyer shall testify under oath fully, truthfully, completely, and forthrightly at any and all trials of cases or other court proceedings, including depositions, at which his testimony may be deemed relevant by either Government. Dr. Troyer agrees to encourage, and not impair, the cooperation of TMI's directors, officers, and employees, and to use his best efforts to make available, and encourage, the cooperation of TMI's former directors, officers, and employees for interviews and testimony, consistent with the rights and privileges of such individuals. Dr. Troyer and TMI further agree to furnish to the Governments, upon request, complete and unredacted copies of all non-privileged documents, reports, memoranda of interviews, and records in their possession, custody, or control relating to [REDACTED] or any of its current or former agents.

15. The Total Settlement Amount represents the amount the Governments are willing to accept in compromise of their civil claims against Dr. Troyer and TMI arising from the Covered Conduct pursuant to the terms and conditions in this Agreement.

a. Dr. Troyer and TMI shall be in default of this Agreement (Default) if they fail to pay the Federal Settlement Amount or the State Settlement Amount as provided in Paragraph 1(a)–(d) above, or if they fail to comply materially with any other term or condition of this Agreement, including Paragraph 14 above (concerning cooperation).

b. If Dr. Troyer and TMI fail to pay the Federal Settlement Amount or State Settlement Amount as provided in Paragraph 1(a)–(d) above, the Government(s) will provide a written Notice of Default, and Dr. Troyer and TMI shall have an opportunity to cure such Default within seven (7) calendar days from the date of receipt of the Notice of Default by making the payment due and paying any additional interest accruing under the Agreement up to the date of payment. Notice of Default will be delivered to Dr. Troyer and TMI, or to such other representative as Dr. Troyer and TMI shall designate in advance in writing. If Dr. Troyer and TMI fail to cure the Default within seven (7) calendar days of receiving the Notice of Default and in the absence of an agreement with the Government(s) to a modified payment schedule (Uncured Default), the remaining unpaid balance of the Federal Settlement Amount or State Settlement Amount shall become immediately due and payable, and interest on the remaining unpaid balance shall thereafter accrue at the rate of twelve percent (12%) per annum, compounded daily from the date of Default, on the remaining unpaid total (principal and interest balance).

c. In the event of Uncured Default, or a failure to comply materially with Paragraph 14 above (concerning cooperation), Dr. Troyer and TMI agree that either of the Governments, at its sole discretion, may (i) retain any payments previously made, rescind this Agreement as to that Government, and bring any civil and/or administrative claim, action, or

proceeding against Dr. Troyer and TMI for the claims that would otherwise be covered by the releases provided in Paragraph 4 above, with any recovery reduced by the amount of any payments previously made by Dr. Troyer and TMI to the Government(s) under this Agreement; (ii) take any action to enforce this Agreement in a new action; (iii) offset the remaining unpaid balance from any amounts due and owing to Dr. Troyer and TMI, and/or affiliated companies by any department, agency, or agent of the Government(s) at the time of Default or subsequently; and/or (iv) exercise any other right granted by law, or under the terms of this Agreement, or recognizable at common law or in equity. The Government(s) shall be entitled to any other rights granted by law or in equity by reason of Default, including referral of this matter for private collection. In the event either or both Government(s) pursues a collection action, Dr. Troyer and TMI agree immediately to pay the Government(s) the greater of (i) a ten percent (10%) surcharge of the amount collected, as allowed by 28 U.S.C. § 3011(a), or (ii) the Government(s)' reasonable attorneys' fees and expenses incurred in such an action. In the event that either or both Government(s) opt to rescind this Agreement pursuant to this Paragraph, Dr. Troyer and TMI waive and agree not to plead, argue, or otherwise raise any defenses of statute of limitations, laches, estoppel or similar theories, to any civil or administrative claims that (i) are filed by the Government(s) against Dr. Troyer and TMI within one hundred twenty (120) days of written notification that this Agreement has been rescinded, and (ii) relate to the Covered Conduct, except to the extent these defenses were available on the Effective Date. Dr. Troyer and TMI agree not to contest any offset, recoupment, and/or collection action undertaken by the Government(s) pursuant to this Paragraph, either administratively or in any state or federal court, except on the grounds of actual payment to the Governments.

d. In the event of Uncured Default, or a failure to comply materially with Paragraph 14 above (concerning cooperation), OIG-HHS may exclude Dr. Troyer and TMI from

participating in all Federal healthcare programs (Exclusion for Default). OIG-HHS will provide written notice of any such exclusion to Dr. Troyer and TMI. Dr. Troyer and TMI waive any further notice of the exclusion under 42 U.S.C. § 1320a-7(b)(7), and agree not to contest such exclusion either administratively or in any state or federal court. Reinstatement to program participation is not automatic. If at the end of the period of exclusion, Dr. Troyer and TMI wish to apply for reinstatement, they must submit a written request for reinstatement to OIG-HHS in accordance with the provisions of 42 C.F.R. §§ 1001.3001–.3005. Dr. Troyer and TMI will not be reinstated unless and until OIG-HHS approves such request for reinstatement. The option for Exclusion for Default is in addition to, and not in lieu of, the options identified in this Agreement or otherwise available.

16. [REDACTED]

[REDACTED]

a. Dr. Troyer and TMI have reviewed their financial situation and warrant that they 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 North Carolina of the Settlement Amount.

b. In evaluating whether to execute this Agreement, the Parties intend that the mutual promises, covenants, and obligations set forth herein constitute a contemporaneous exchange for new value given to Dr. Troyer and TMI, within the meaning of 11 U.S.C. § 547(c)(1), and the Parties conclude that these mutual promises, covenants, and obligations do, in fact, constitute such a contemporaneous exchange.

c. The mutual promises, covenants, and obligations set forth herein are intended by the Parties to, and do in fact, constitute a reasonably equivalent exchange of value.

d. The Parties do not intend to hinder, delay, or defraud any entity to which Dr. Troyer and/or TMI were or became indebted to on or after the date of any transfer contemplated in this Agreement, within the meaning of 11 U.S.C. § 548(a)(1).

e. If any of Dr. Troyer's and/or TMI's payments or 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) or if, before the Settlement Amount is paid in full, Dr. Troyer, TMI, and/or a third party commences a case, proceeding, or other action under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors seeking any order for relief of Dr. Troyer's and/or TMI's debts, or to adjudicate Dr. Troyer and/or TMI as bankrupt or insolvent; or seeking appointment of a receiver, trustee, custodian, or other similar official for Dr. Troyer and/or TMI or for all or any substantial part of Dr. Troyer's and/or TMI's assets:

(i) the United States and the State of North Carolina may rescind the releases in this Agreement and bring any civil and/or administrative claim, action, or proceeding against Dr. Troyer and/or TMI for the claims that would otherwise be covered by the releases provided in Paragraph 4 above;

(ii) the United States has an undisputed, noncontingent, and liquidated allowed claim against Dr. Troyer and TMI in the amount of Nine Hundred Thirty-Seven Thousand Five Hundred Dollars (\$937,500.00) and the State of North Carolina has an undisputed, noncontingent, and liquidated allowed claim against Dr. Troyer and TMI in the amount of Two Hundred Ninety-Three Thousand Dollars (\$293,000.00), less any payments received pursuant to Paragraph 1(a)–(d) of this Agreement, provided, however, that such payments are not otherwise avoided and recovered from the United States and the State of North Carolina by Dr. Troyer, TMI, a receiver, trustee, custodian, or other similar official for Dr. Troyer or TMI;

(iii) if any payments are avoided and recovered by a receiver, trustee, creditor, custodian, or similar official, the United States and the State of North Carolina shall not be responsible for the return of any amounts already paid by the United States and the State of North Carolina [REDACTED]; and

(iv) [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

f. Dr. Troyer and TMI agree that any civil and/or administrative claim, action, or proceeding brought by the United States and the State of North Carolina under Paragraph 16(e) are not subject to an “automatic stay” pursuant to 11 U.S.C. § 362(a) because it would be an exercise of the United States’ and the State of North Carolina’s police and regulatory power. Dr. Troyer and TMI shall not argue or otherwise contend that the United States’ and the State of North Carolina’s claims, actions, or proceedings are subject to an automatic stay and, to the extent necessary, consents to relief from the automatic stay for cause under 11 U.S.C. § 362(d)(1). Dr. Troyer and TMI waive and 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 claim, action, or proceeding brought by the United States and the State of North Carolina within one hundred twenty (120) days of written notification to Dr. Troyer and TMI that

the releases have been rescinded pursuant to this paragraph, except to the extent such defenses were available on the Effective Date.

17. This Agreement is intended to be for the benefit of the Parties only. The Parties do not release any claims against any other person or entity, except to the extent provided for in Paragraph 18 (waiver for beneficiaries Paragraph), below.

18. Dr. Troyer and TMI 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.

19. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

20. Except as provided in Paragraph 3 above, 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. The Parties and signatories to this Agreement represent that they freely and voluntarily enter into this Agreement without any degree of duress or compulsion.

22. This Agreement is governed by the laws of the United States. The exclusive venue for any dispute relating to this Agreement is the United States District Court for the District of

South Carolina. For purposes of construing this Agreement, this Agreement shall be deemed to have been drafted by all Parties to this Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

23. This Agreement constitutes the complete agreement between the Parties. This Agreement may not be amended except by written consent of the Parties. Forbearance by the United States and the State of North Carolina from pursuing any remedy or relief available to it under this Agreement shall not constitute a waiver of rights under this Agreement.

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

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

26. This Agreement is binding on Dr. Troyer and TMI's successors, transferees, heirs, and assigns.

27. [REDACTED].

28. All Parties consent to the Governments' disclosure of this Agreement, and information about this Agreement, to the public.

29. This Agreement is effective on the date of signature of the last signatory to the Agreement (Effective Date). Facsimiles and electronic transmissions of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

[SIGNATURE PAGE(S) FOLLOW]

THE UNITED STATES OF AMERICA

DATED: 9/25/2024

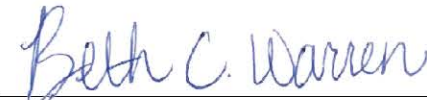
BY:



CHRISTOPHER TERRANOVA
Senior Trial Counsel
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: 09/25/2024

BY:



BETH C. WARREN
Assistant United States Attorney
United States Attorney's Office
District of South Carolina

DATED: 9/25/24

BY:

SUSAN GILLIN

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GILLIN
Date: 2024.09.25 13:07:56
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SUSAN E. GILLIN
Assistant Inspector General for Legal Affairs
Office of Counsel to the Inspector General
Office of Inspector General
United States Department of Health and Human Services

DATED: _____

BY:

SALVATORE M. MAIDA
General Counsel
Defense Health Agency
United States Department of Defense

THE UNITED STATES OF AMERICA

DATED: _____

BY: _____
CHRISTOPHER TERRANOVA
Senior Trial Counsel
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: _____

BY: _____
BETH C. WARREN
Assistant United States Attorney
United States Attorney's Office
District of South Carolina

DATED: _____

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

DATED: 09/16/2024

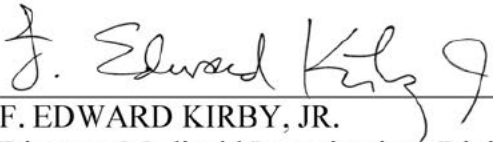
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Date: 2024.09.16 16:22:19 -04'00'
SALVATORE M. MAIDA
General Counsel
Defense Health Agency
United States Department of Defense

for

THE STATE OF NORTH CAROLINA

DATED: 9/18/2024

By:

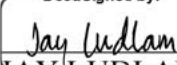


F. EDWARD KIRBY, JR.

Director, Medicaid Investigations Division
Office of the Attorney General

DATED: 09/20/24 | 9:57 AM EDT

By:

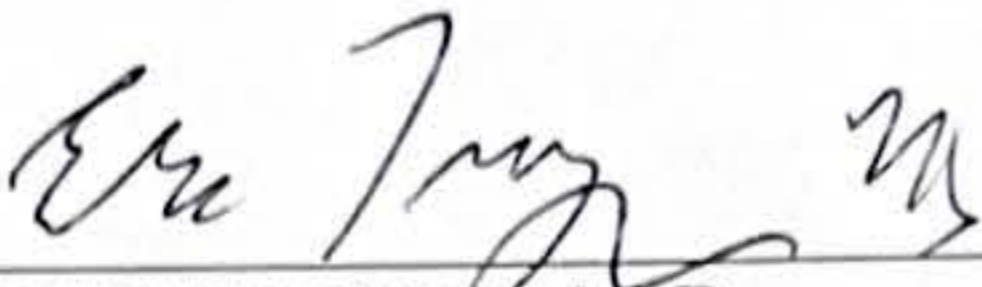
DocuSigned by:

JAY L. LUKAN

Deputy Secretary, NC Medicaid
NC Department of Health & Human Services,
Division of Health Benefits

ERIC TROYER, M.D.

DATED: 09/13/2024

BY:


ERIC TROYER, M.D.

DATED: _____

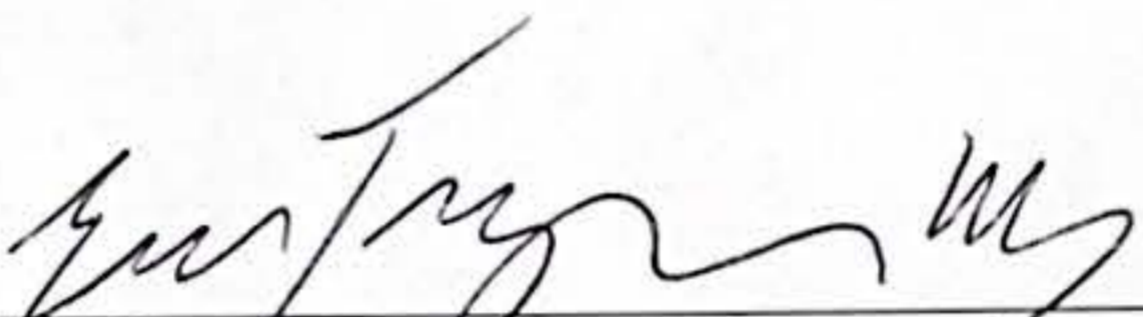
BY:

BRIAN J. KUESTER
Oberheiden, P.C.
Attorneys for Eric Troyer, M.D.

TROYER MEDICAL, INC., P.C.

DATED: 09/13/2024

BY:


ERIC TROYER, M.D.
Owner
Troyer Medical, Inc., P.C.

DATED: _____

BY:

BRIAN J. KUESTER
Oberheiden, P.C.
Attorneys for Troyer Medical, Inc., P.C.

ERIC TROYER, M.D.

DATED: _____

BY: _____
ERIC TROYER, M.D.

DATED: 09/13/2024

BY: Brian J. Kuester
BRIAN J. KUESTER
Oberheiden, P.C.
Attorneys for Eric Troyer, M.D.

TROYER MEDICAL, INC., P.C.

DATED: _____

BY: _____
ERIC TROYER, M.D.
Owner
Troyer Medical, Inc., P.C.

DATED: 09/13/2024

BY: Brian J. Kuester
BRIAN J. KUESTER
Oberheiden, P.C.
Attorneys for Troyer Medical, Inc., P.C.

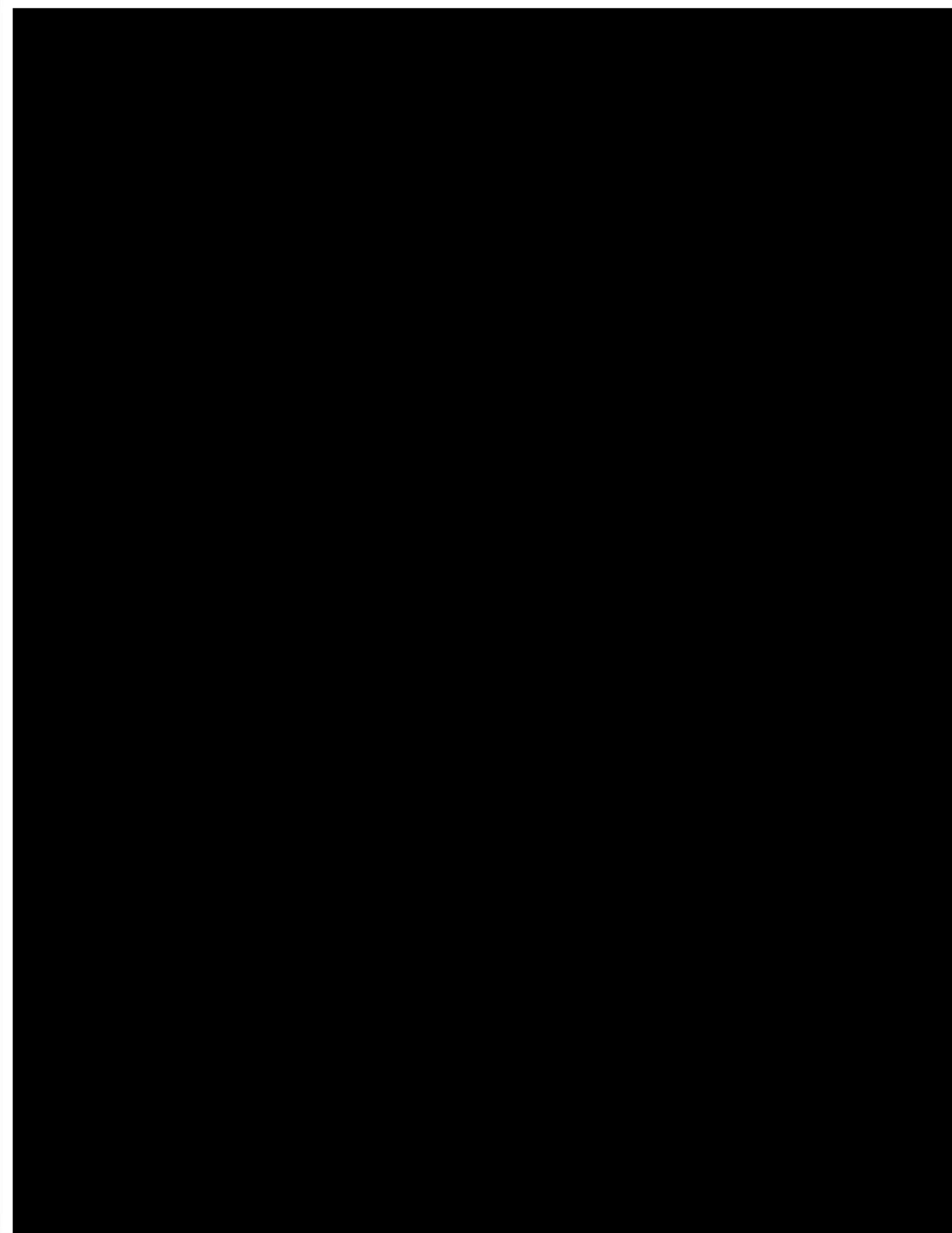


EXHIBIT A

Payment Due Date	Payment Due	4.125% Interest	Principal	Balance
				\$240,382.37
12/15/2024	\$138,187.68	\$826.32	\$137,361.36	\$103,021.01
1/15/2025	\$34,701.27	\$360.93	\$34,340.34	\$68,680.67
2/15/2025	\$34,580.96	\$240.62	\$34,340.34	\$34,340.33
3/15/2025	\$34,449.00	\$108.67	\$34,340.33	--
Total Paid to U.S.:	\$241,918.91	\$1,536.54	\$240,382.37	

EXHIBIT B

Payment Due Date	Payment Due	4.125% Interest	Principal	Balance
				\$109,617.63
12/15/2024	\$63,015.45	\$376.81	\$62,638.64	\$46,978.99
1/15/2025	\$15,824.25	\$164.59	\$15,659.66	\$31,319.33
2/15/2025	\$15,769.38	\$109.72	\$15,659.66	\$15,659.67
3/15/2025	\$15,709.22	\$49.55	\$15,659.67	--
Total Paid to N.C.:	\$110,318.30	\$700.67	\$109,617.63	