

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 of the Department of Health and Human Services (“HHS-OIG”) and the Defense Health Agency (“DHA”), acting on behalf of the TRICARE Program (collectively, the “United States”); the State of North Carolina, acting through the North Carolina Department of Justice on behalf of the North Carolina Medicaid Program; Bethany Medical Center, P.A. (“Bethany”) and Lenin Peters, M.D. (“Peters”) (collectively, the “Defendants”); and Kerrie Sollinger (formerly known as Kerrie Dyer Badger and hereinafter the “Relator”) through their authorized representatives. Collectively, all of the above will be referred to as “the Parties.”

RECITALS

A. Bethany is a multi-specialty medical group with several locations in North Carolina. Bethany submitted claims for reimbursement from the Medicare Program, the Medicaid Program, and the TRICARE Program for urine drug tests in the period from January 1, 2018, through July 31, 2023.

B. Peters founded Bethany in 1987 and currently serves as its Chief Executive Officer.

C. On July 2, 2020, Relator filed a *qui tam* action in the United States District Court for the Western District of North Carolina captioned *United States and the State of North Carolina ex rel. Kerrie Dyer Badger v. Bethany Medical Center, P.A., LJP Lab, LLC, and Lenin Peters, M.D.*, No. 5:20-cv-00086 (W.D.N.C.), pursuant to the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b) (the “Civil Action”). On May 23, 2025, the United States and the State of North Carolina intervened in the part of the Civil Action that alleges that the Defendants violated the False Claims Act and the North Carolina False Claims Act by knowingly

submitting or causing the submission of false claims to government payors by billing for claims related to medically unnecessary urine drug tests.

D. The United States and the State of North Carolina contend that the Defendants submitted or caused to be submitted claims for payment for urine drug tests 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”).

E. Urine drug testing can help health care providers ensure that their patients suffering from chronic pain are using prescription pain medications safely and effectively. Results of urine drug tests can help identify when a patient prescribed opioid drugs to treat chronic pain is taking more or less opioid medication than prescribed or is taking other substances that may be unsafe to take with the prescribed opioid. The United States Code states that “no payment may be made” under Medicare Part A or B “for any expenses incurred for items or services” which “are not reasonable and necessary for the diagnosis or treatment of illness or injury or to improve the functioning of a malformed body member.” 42 U.S.C. § 1395y(a)(1)(A). The Medicare, North Carolina Medicaid, and TRICARE Programs reimburse health care providers for urine drug testing for a patient prescribed opioids to treat chronic pain when the testing is necessary and used to manage the patient’s opioid therapy.

The United States and the State of North Carolina allege that, in the period from January 1, 2018, through July 31, 2023, Bethany billed government health care programs for urine drug testing every month for patients prescribed an opioid to treat chronic pain, disregarding individual patient needs for less frequent testing and failing to use the results of the tests to treat the patients. The United States and the State of North Carolina further allege that

Bethany's founder Lenin Peters implemented and enforced the practice at Bethany to order monthly urine drug testing for opioid therapy patients regardless of individual need.

The United States and the State of North Carolina contend that, as a result of this conduct, they have certain civil claims against the Defendants for (a) claims to Medicare Part B and North Carolina Medicaid for medically unnecessary urine drug tests billed using HCPCS codes "80305" "80307" "G0480" "G0481" "G0482" and "G0483" for dates of service in the period from January 1, 2018, to July 31, 2023, for the universe of Medicare Part B and North Carolina Medicaid beneficiaries identified in the Medicare and Medicaid Beneficiary List attached to the letter addendum to this Settlement Agreement, and (b) claims to TRICARE for medically unnecessary urine drug tests billed using HCPCS codes "80305" "80307" "G0480" "G0481" "G0482" and "G0483" for dates of service in the period from January 1, 2018, to September 1, 2023, for the universe of TRICARE beneficiaries identified in the TRICARE Beneficiary List attached to the letter addendum to this Settlement Agreement. This conduct is referred to below as the "Covered Conduct."

F. This Agreement is neither an admission of liability by Defendants nor a concession by the United States and the State of North Carolina that their claims are not well founded.

G. The Defendants deny the allegations by the United States and the State of North Carolina in Paragraph E.

H. Relator claims entitlement under 31 U.S.C. § 3730(d) 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. The Defendants shall pay to the United States and the State of North Carolina, collectively, the sum of \$8,828,890.00 (“Total Settlement Amount”), of which \$4,414,445.00 is restitution (“Total Restitution Amount”). Of the Total Settlement Amount, \$6,546,353.62 is the Federal Settlement Amount, \$3,273,176.81 is the Federal Restitution Amount, \$2,282,536.38 is the State Settlement Amount, and \$1,141,268.19 is the State Restitution Amount. Bethany and Peters agree that they are jointly and severally liable for the Total Settlement Amount, which shall be paid by the Defendants no later than 30 days after the Effective Date of this Agreement by electronic funds transfer pursuant to written instructions to be provided by the Office of the United States Attorney for the Western District of North Carolina.

2. Conditioned upon the United States and the State of North Carolina receiving the Total Settlement Amount and as soon as feasible after receipt, the United States and the State of North Carolina shall pay eighteen (18) percent of the Total Settlement Amount received under this Settlement Agreement to Relator by electronic funds transfer (“Relator’s Share”).

3. In addition to paying the Total Settlement Amount, the Defendants agree to pay the Relator’s counsel reasonable attorneys’ fees, costs, and expenses under 31 U.S.C. § 3730(d) pursuant to the terms of a separate agreement being executed between the Relator, Relator’s counsel, and the Defendants.

4. Subject to the exceptions in Paragraph 10 (concerning reserved claims) below, and conditioned upon Defendants’ payment of the Total Settlement Amount, the United States releases Bethany and Peters 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 Administrative False Claims Act, 31 U.S.C. §§ 3801-3812; or the common law theories of payment by mistake, unjust enrichment, and fraud.

5. Subject to the exceptions in Paragraph 10 (concerning reserved claims) below and conditioned upon Defendants' payment of the Total Settlement Amount, the Centers for Medicare and Medicaid Services ("CMS") releases Bethany and Peters from any revocation cause of action for the Covered Conduct under 42 C.F.R. § 424.535.

6. Subject to the exceptions in Paragraph 11 (concerning reserved claims) below and conditioned upon Defendants' payment of the Total Settlement Amount, the State of North Carolina releases Bethany and Peters from any civil or administrative monetary cause of action the State of North Carolina has for the Covered Conduct under the North Carolina False Claims Act, N.C. Gen. Stat. §§ 1-605-618, or common law theories of payment by mistake, unjust enrichment, or fraud.

7. Subject to the exceptions in Paragraphs 10-11 below and conditioned upon Defendants' payment of the Total Settlement Amount, Relator, for herself and for her heirs, successors, attorneys, agents, and assigns, releases Bethany and Peters from any civil monetary claim the Relator has on behalf of the United States or the State of North Carolina for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733, or the North Carolina False Claims Act, N.C. Gen. Stat. §§ 1-605-618.

8. In consideration of the obligations of Defendants in this Agreement and the Corporate Integrity Agreement (CIA), entered into between OIG-HHS and Defendants, and upon the Defendants' payment of the Total Settlement Amount, the OIG-HHS shall 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 Defendants under 42 U.S.C. § 1320a-7a (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 this paragraph and in Paragraph 10

(concerning reserved claims), below. The OIG-HHS expressly reserves all rights to comply with any statutory obligations to exclude Defendants 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 the OIG-HHS from taking action against entities or persons, or for conduct and practices, for which claims have been reserved in Paragraph 10, below.

9. In consideration of the obligations of Defendants set forth in this Agreement, and upon the Defendants' payment of the Total Settlement Amount, DHA shall release and refrain from instituting, directing, or maintaining any administrative action seeking exclusion from the TRICARE Program against Defendants under 32 C.F.R. § 199.9 for the Covered Conduct, except as reserved in this paragraph and in Paragraph 10 (concerning reserved claims), below. DHA expressly reserves authority to exclude Defendants from the TRICARE Program under 32 C.F.R. §§ 199.9 (f)(1)(i)(A), (f)(1)(i)(B), and (f)(1)(iii) (mandatory exclusion), based upon the Covered Conduct. Nothing in this paragraph precludes DHA or the TRICARE Program from taking action against entities or persons, or for conduct and practices, for which claims have been reserved in Paragraph 10, below.

10. Notwithstanding the releases given in Paragraphs 4, 5, 8 and 9 of this Agreement, or any other term of this Agreement, the following claims and rights of the United States are specifically reserved and are not released:

- a. Any liability arising under Title 26, U.S. Code (Internal Revenue Code);
- b. Any criminal liability;
- c. Except as explicitly stated in this Agreement, any administrative liability or enforcement right, including mandatory exclusion from Federal health care programs;

- d. Any liability to the United States (or its agencies) for any conduct other than the Covered Conduct;
- e. Any liability based upon obligations created by this Agreement;
- f. Any liability of individuals, except the liability of Peters that is released pursuant to paragraphs 4, 5, 8 and 9 of this Agreement;
- g. Any liability for express or implied warranty claims or other claims for defective or deficient products or services, including quality of goods and services;
- h. Any liability for failure to deliver goods or services due;
- i. Any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct.

11. Notwithstanding the releases given in Paragraph 6 of this Agreement, or any other terms of this Agreement, the following claims and rights of the State of North Carolina are reserved and not released:

- a. Any liability arising under the State of North Carolina's revenue codes;
- b. Any criminal liability;
- c. Except as explicitly stated in this Agreement, any administrative liability to the State of North Carolina;
- d. Any liability to the State of North Carolina for any conduct other than the Covered Conduct;
- e. Any liability to any other payors or insurers, including those that are paid by the North Carolina Medicaid Program on a capitated basis;
- f. Any liability based upon obligations created by this Agreement;

- g. Any liability of individuals, except the liability of Peters that is released pursuant to Paragraph 6 of this Agreement;
- 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.

12. Relator and her heirs, successors, attorneys, agents, and assigns shall not object to this Agreement but agree and confirm that this Agreement is fair, adequate, and reasonable under all the circumstances, pursuant to 31 U.S.C. § 3730(c)(2)(B). Conditioned upon Relator's receipt of the Relator's Share, Relator and her 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.

13. Conditioned upon payment of the Total Settlement Amount as set forth in Paragraph 1, and payment of attorneys' fees and expenses as set forth in Paragraph 3, Relator, for herself and for her heirs, successors, attorneys, agents, and assigns, releases Bethany and Peters from any liability to Relator arising from the filing of the Civil Action, or under 31 U.S.C. § 3730(d) for expenses or attorneys' fees and costs.

14. The Defendants 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.

15. The Defendants fully and finally release the United States, its agencies, officers, agents, employees, and servants, from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that the Defendants have asserted, could have asserted, or may assert in the future against the United States, its agencies, officers, agents, employees, and servants, related to the Covered Conduct or the United States' investigation or prosecution thereof.

16. The Defendants fully and finally release the Relator from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that the Defendants have asserted, could have asserted, or may assert in the future against the Relator, related to the Civil Action and the Relator's investigation and prosecution thereof.

17. 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), TRICARE, the North Carolina Medicaid Program, or any state payer, related to the Covered Conduct; and Bethany and Peters agree not to resubmit to any Medicare contractor, TRICARE, the North Carolina Medicaid Program, or any state payer any previously denied claims for urine drug tests for dates of service in the period from January 1, 2018, to July 31, 2023, for the Medicare Part B and North Carolina Medicaid beneficiaries identified in the Medicare and Medicaid Beneficiary List or urine drug tests for dates of service in the period from January 1, 2018, to September 1, 2023, for the TRICARE beneficiaries identified in the TRICARE Beneficiary List attached to the letter

addendum to this Settlement Agreement, agrees not to appeal any such denials of claims, and agrees to withdraw any such pending appeals.

18. Bethany and Peters 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. §§ 1395-1395lll and 1396-1396w-5; and the regulations and official program directives promulgated thereunder) incurred by or on behalf of Defendants in connection with:

- (1) the matters covered by this Agreement;
- (2) the United States' audit(s) and civil investigation(s) of the matters covered by this Agreement;
- (3) Defendants' investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and civil investigation(s) in connection with the matters covered by this Agreement (including attorneys' fees);
- (4) the negotiation and performance of this Agreement;
- (5) the payment Defendants make to the United States pursuant to this Agreement and any payments that Defendants may make to Relator, including costs and attorneys fees; and
- (6) the negotiation of, and 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 the OIG-HHS

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). However, nothing in Subsection (a)(6) of this Paragraph that may apply to the obligations undertaken pursuant to the CIA affects the status of costs that are not allowable based on any other authority applicable to Defendants.

b. Future Treatment of Unallowable Costs: Unallowable Costs shall be separately determined and accounted for by Defendants, and Defendants shall not charge such Unallowable Costs directly or indirectly to any contracts with the United States or any State Medicaid program, or seek payment for such Unallowable Costs through any cost report, cost statement, information statement, or payment request submitted by Defendants or any of Bethany's subsidiaries or affiliates to the Medicare, Medicaid, TRICARE, or FEHBP Programs.

c. Treatment of Unallowable Costs Previously Submitted for Payment: Defendants further agree that within 90 days of the Effective Date of this Agreement they shall identify to applicable Medicare and TRICARE fiscal intermediaries, carriers, and/or contractors, and Medicaid and FEHBP fiscal agents, any Unallowable Costs (as defined in this paragraph) included in payments previously sought from the United States, or any State Medicaid program, including, but not limited to, payments sought in any cost reports, cost statements, information reports, or payment requests already submitted by Defendants or any of Bethany'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. Defendants agree that the United States, at a minimum, shall be entitled to recoup from Defendants any overpayment plus applicable interest and penalties as a result of the inclusion of such Unallowable Costs on previously-submitted cost reports, information reports, cost statements, or requests for payment.

Any payments due after the adjustments have been made shall be paid to the United States pursuant to the direction of the Department of Justice and/or the affected agencies. The United States reserves its rights to disagree with any calculations submitted by Defendants or any of Bethany's subsidiaries or affiliates on the effect of inclusion of Unallowable Costs (as defined in this paragraph) on Defendants or any of Bethany'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 Defendants' books and records to determine that no Unallowable Costs have been claimed in accordance with the provisions of this paragraph.

19. 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 20 (waiver for beneficiaries paragraph), below.

20. The Defendants 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.

21. Upon receipt of the payment described in Paragraph 1, above, the United States, the State of North Carolina, and the Relator shall promptly sign and file in the Civil Action a Joint Stipulation of Dismissal of the Civil Action pursuant to Rule 41(a)(1).

22. Each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement, except as provided in Paragraph 3 of this Agreement.

23. Each party and signatory to this Agreement represents that it freely and voluntarily enters into this Agreement without any degree of duress or compulsion.

24. 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 North 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.

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

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

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

28. This Agreement is binding on Bethany's and Peter's successors, transferees, heirs, and assigns.

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

30. All Parties consent to the United States' and the State of North Carolina's disclosure of this Agreement, and information about this Agreement, to the public.

31. 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

RUSS FERGUSON
United States Attorney

DATED: 12/18/25

BY: Holly H. Snow
HOLLY H. SNOW
Assistant United States Attorney
Western District of North 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: _____

BY: _____
MIKE B. STUART
General Counsel
United States Department of Health and Human Services

DATED: _____

BY: _____
SALVATORE M. MAIDA
General Counsel
Defense Health Agency
United States Department of War

THE STATE OF NORTH CAROLINA

DATED: _____

BY: _____
MADELINE LEA WERTENBERG
Special Deputy Attorney General
North Carolina Department of Justice
Medicaid Investigations Division

THE UNITED STATES OF AMERICA

RUSS FERGUSON
United States Attorney

DATED: _____

BY: _____
HOLLY H. SNOW
Assistant United States Attorney
Western District of North Carolina

DATED: 12/18/2025

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

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United States Attorney

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BY: _____
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Western District of North 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: _____

BY:  _____
MIKE B. STUART
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United States Department of Health and Human Services

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THE STATE OF NORTH CAROLINA

DATED: _____

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MADELINE LEA WERTENBERG
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North Carolina Department of Justice
Medicaid Investigations Division

THE UNITED STATES OF AMERICA

RUSS FERGUSON
United States Attorney

DATED: _____

BY: _____
HOLLY H. SNOW
Assistant United States Attorney
Western District of North 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: _____

BY: _____
MIKE B. STUART
General Counsel
United States Department of Health and Human Services

DATED: 12/18/2025

BY: _____
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For SALVATORE M. MAIDA
General Counsel
Defense Health Agency
United States Department of War

THE STATE OF NORTH CAROLINA

DATED: _____

BY: _____
MADELINE LEA WERTENBERG
Special Deputy Attorney General
North Carolina Department of Justice
Medicaid Investigations Division

THE UNITED STATES OF AMERICA

RUSS FERGUSON
United States Attorney

DATED: _____

BY: _____
HOLLY H. SNOW
Assistant United States Attorney
Western District of North 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: _____

BY: _____
MIKE B. STUART
General Counsel
United States Department of Health and Human Services

DATED: _____

BY: _____
SALVATORE M. MAIDA
General Counsel
Defense Health Agency
United States Department of War

THE STATE OF NORTH CAROLINA

DATED: 12/18/25

BY: Madeline Lea Wertenberg
MADELINE LEA WERTENBERG
Special Deputy Attorney General
North Carolina Department of Justice
Medicaid Investigations Division

BETHANY MEDICAL CENTER AND LENIN PETERS

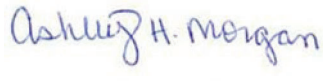
DATED: 12/18/25

BY: 

LENIN PETERS

On behalf of himself and Bethany Medical Center, P.A.

DATED: 12/18/25

BY: 

ROBERT LILES

ASHLEY MORGAN

Counsel for Bethany Medical Center P.A.
and Lenin Peters

KERRIE SOLLINGER - RELATOR

DATED: _____

BY: _____
KERRIE SOLLINGER

DATED: _____

BY: _____
ROBERT A. BLAKE, JR.
JAMES F. WYATT, III
Counsel for Kerrie Sollinger

BETHANY MEDICAL CENTER AND LENIN PETERS

DATED: _____

BY: _____

LENIN PETERS

On behalf of himself and Bethany Medical Center, P.A.

DATED: _____

BY: _____

ROBERT LILES

ASHLEY MORGAN

Counsel for Bethany Medical Center P.A.
and Lenin Peters

KERRIE SOLLINGER - RELATOR

DATED: 12/18/2025

BY: Kerrie Sollinger
KERRIE SOLLINGER

DATED: 12/18/25

BY: Robert A. Blake, Jr.

ROBERT A. BLAKE, JR.

JAMES F. WYATT, III

Counsel for Kerrie Sollinger