

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into between and among the State of New York (the "State"), acting through the New York State Office of the Attorney General, Medicaid Fraud Control Unit ("MFCU"), Deborah Yannicelli ("Yannicelli"), and Excellent Home Care Services, LLC ("Excellent HC"), a New York limited liability company (collectively, the "Parties").

WHEREAS, Excellent HC is a Certified Home Health Agency as defined in Article 36 of the New York Public Health Law Section 3602(3) ("CHHA") with its principal place of business located at 91-93 S. 3rd Street, Brooklyn, New York, and provides home health aide services and nursing services in New York; and

WHEREAS, B&H Healthcare Services, Inc. d/b/a Nursing Personnel Home Care ("Nursing Personnel") is a Licensed Home Care Services Agency as defined in Article 36 of the New York Public Health Law, Section 3602(13) ("LHCSA"), with its principal place of business located at 175 South Ninth Street, Brooklyn, New York, and provides home health aide services in New York; and

WHEREAS, on November 5, 2007, Relator Deborah Yannicelli filed a complaint under the qui tam provisions of the federal False Claims Act, 31 U.S.C. §§ 3729-3733 and the New York State False Claims Act, N.Y. Fin. Law § 190(6), captioned United States of America and the State of New York ex rel. Deborah

Yannicelli v. Extended Nursing Personnel CCHA, LLC, et al., in the United States District Court for the Eastern District of New York (Civil Action No. 07-4621) (Bloch, J.) (the "Yannicelli Action"); and

WHEREAS, Excellent HC submitted and/or caused to be submitted Medical Assistance Program ("Medicaid") claims for home health aide services ("Medicaid Claims") to fiscal agents of the State of New York pursuant to the Social Services Law and the Public Health Law of the State of New York during the period from at least March 1, 2004 through February 28, 2007 ("Claims Period"); and

WHEREAS, the aforesaid Medicaid Claims were relied upon by the State to pay Excellent HC during the Claims Period; and

WHEREAS, MFCU has conducted an industry-wide investigation into the provision of services by licensed home health aides in New York during the Claims Period ("the MFCU Investigation") and the United States and New York State have jointly investigated the allegations in the Yannicelli Action; and

WHEREAS, as a result of the MFCU Investigation, MFCU determined that certain home health aide training schools ("Suspect Training Schools") furnished to certain individuals false certificates that certified that those individuals were qualified to provide home health aide services to Medicaid

recipients, when in fact the individuals were not given the required training or valid certification and therefore such services were not reimbursable by Medicaid; and

WHEREAS, MFCU determined that home health aides who received certificates from Suspect Training Schools were subsequently employed by LHCSAs, including, but not limited to, Nursing Personnel, and assigned to Medicaid recipients; and

WHEREAS, Excellent HC entered into contracts with LHCSAs, including, but not limited to Nursing Personnel, to furnish home health aides to Medicaid recipients and bill Medicaid for services provided by these home health aides; and

WHEREAS, New York State contends that it has certain civil claims against the Excellent HC under the New York State False Claims Act (N.Y. Fin. Law §§ 189 et seq.), other New York statutes and the common law, as specified in Paragraph 6 below, for engaging in the following conduct during the Claims Period:

a) Excellent HC submitted, or caused to be submitted, claims to Medicaid, and received payment thereon, for home health aide services purportedly provided by individuals who presented certificates from Suspect Training Schools that falsely indicated satisfactory completion of a home health aide training course, when; in fact, such individuals had never received the required training or valid certification; and

b) Excellent HC submitted, or caused to be submitted, claims to Medicaid for reimbursement for home health aide services, all or a portion of which were not rendered as claimed

(collectively, the "Covered Conduct"); and

WHEREAS, this Agreement is neither an admission of facts or liability by Excellent HC, nor a concession by the State that its claims are not well founded; and

WHEREAS, Excellent HC denies the contentions of the State and Yannicelli as set forth herein and in the Yannicelli Action; and

WHEREAS, to avoid the delay, uncertainty, inconvenience, and expense of protracted litigation of the above claims, the Parties mutually desire to reach a full and final settlement of all claims that were made or could have been made relating to the Covered Conduct pursuant to the terms and conditions set forth below;

NOW, THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, the Parties agree as follows:

**A. SETTLEMENT PAYMENTS**

1. As set forth in Paragraphs 2 below, Excellent HC agrees to pay to the United States and the State a total of Three Million Seven Hundred Thirty Thousand dollars (\$3,730,000.00) (the "Total Medicaid Settlement Amount"). In accordance with 42 U.S.C. § 1396b(d)(2)(C) and 42 C.F.R. § 433.316, payment to the State shall be made as specified in Paragraph 2 herein, and the balance of the Total Medicaid Settlement Amount, after deduction

of the Excellent HC New York Settlement Amount (as defined below), shall be distributed to the United States as agreed upon between Excellent HC and the United States (the "Federal Distribution").

2. Excellent HC shall pay the State the sum of Two Million Two Hundred Thirty-Eight Thousand dollars (\$2,238,000.00) (the "Excellent HC New York Settlement Amount"), to be paid as follows:

(i) Excellent HC consents to the transfer and payment to MFCU for credit to the State of all valid currently withheld Medicaid reimbursement claims due to Excellent HC under an existing New York State Department of Health administrative claims withholding procedure, up to Two Million Two Hundred Thirty-Eight Hundred Thousand dollars (\$2,238,000.00). To the extent that the aggregate amount of any valid claims withheld as a result of the MFCU investigation from Medicaid reimbursements (and not previously refunded to Excellent HC) exceeds the sum of the payment due under this subparagraph and the amount required to fund the Federal Distribution, the Attorney General shall release the amount of such claims payments to Excellent HC within thirty (30) days of the Effective Date of this Agreement.

**B. PAYMENTS TO RELATOR**

3. Contingent upon the State receiving the Excellent HC New York Settlement Amount as set forth in Paragraph 2 above,

within thirty (30) days after the State's receipt of such payment, the State agrees to pay Yannicelli a sum of money equal to twenty percent (20%) of such payment. The State's obligation to pay Yannicelli pursuant to this paragraph is conditioned upon the State's actual receipt of the payment due from Excellent HC, as set forth in Paragraph 2. Such payment shall be made by check payable to Deborah Yannicelli and Tim McInnis, Attorney.

4. Under no circumstances shall the State have any liability to Yannicelli or Yannicelli's attorneys except as set forth in Paragraph 3. The State in no way promises or guarantees, nor is liable, to Yannicelli for the collection or payment of any funds pursuant to this Agreement or the payment of any relator's share except as provided herein for funds actually collected and received by the State. Under no circumstances shall the State be required to exercise any authority under this Agreement or any other power or authority for the benefit of Yannicelli.

C. PROHIBITION AGAINST VIOLATING THIS AGREEMENT

5. Excellent HC shall comply fully with the terms of this Agreement. The Attorney General may make any appropriate application to enforce or interpret the provisions of this Agreement or, in the Attorney General's sole discretion, commence any action or proceeding, for such other and further relief as the Attorney General deems proper and necessary for the

enforcement of this Agreement or to remedy any breach thereof. Prior to bringing any action to enforce or to interpret the provisions of this Agreement, the Attorney General will provide Excellent HC with written notice of the alleged failure and a reasonable opportunity to cure the alleged failure or to otherwise respond. However, should the Attorney General deem immediate action is necessary to protect the State's interest, the Attorney General may act to preserve the status quo without providing notice and an opportunity to cure, provided that the Attorney General give Excellent HC timely notice of the action.

D. RELEASES

6. Subject to the exceptions in Paragraph 9 below (concerning excluded claims), in consideration of the obligations of Excellent HC set forth in this Agreement, conditioned upon payment in full by Excellent HC of its Settlement Amount, and subject to Paragraph 23 below (concerning bankruptcy proceedings commenced within 91 days of the Effective Date of this Agreement or any payment made under this Agreement), the State agrees to release Excellent HC and all of its current and former officers, directors and employees, attorneys, members, managers, or shareholders from any civil or administrative monetary claim arising from the Covered Conduct that the State has or may have against Excellent HC under the New York State False Claims Act, N.Y. Fin. Law §§ 189 et seq., Executive Law § 63(12), Social

Services Law § 145-b, or any other state law, or common law or equity, including equitable theories of payment by mistake, disgorgement, unjust enrichment, breach of contract and fraud.

7. Subject to the exceptions in Paragraph 9 below (concerning excluded claims), in consideration of the obligations of Excellent HC set forth in this Agreement, conditioned upon payment in full by Excellent HC of the Excellent HC New York Settlement Amount, and subject to Paragraph 23 below (concerning bankruptcy proceedings commenced within 91 days of the Effective Date of this Agreement or any payment made under this Agreement), the Attorney General will not prosecute Excellent HC, its current officers, directors, attorneys, members, managers, and senior management, for violations of law arising from the Covered Conduct. Nothing in this paragraph shall be construed to release any individual from criminal liability for any act relating to the creation, presentation or possession of a false training certificate or other misrepresentation as to personal qualification as a home health aide, or any act of physical harm, neglect, abuse, or injury to any person.

8. Subject to the exceptions in Paragraph 9 below, in consideration of the obligations of Excellent HC in this Agreement, conditioned upon payment in full by Excellent HC of the Excellent HC New York Settlement Amount, Yannicelli, for herself and for her heirs, successors, attorneys, agents, and



assigns, agrees to release Excellent HC and all of its current and former officers, directors, employees, attorneys, members, managers, or shareholders from any civil monetary claim (including attorneys' fees, costs, and expenses of every kind and however denominated) the State and Yannicelli may have for the Covered Conduct against Excellent HC under the New York State False Claims Act, N.Y. Fin. Law §§ 189 et seq.

9. Notwithstanding any term of this Agreement, including the releases provided in Paragraphs 6-8 above, specifically reserved and excluded from the scope and terms of this Agreement as to any entity or person are the following claims of the State:

(a) Any civil, criminal or administrative claims arising under the State tax laws;

(b) Any civil, criminal, or administrative claims, if any, against individuals, including current or former officers, directors, employees, attorneys, members, managers, or shareholders of Excellent HC who have been criminally indicted or charged, or are convicted, or who enter into a criminal plea agreement related to the Covered Conduct;

(c) Any liability to the State (or its agencies) for any conduct other than the Covered Conduct; and

(d) Any claims based upon such obligations as are created by this Agreement.

10. Excellent HC fully and finally releases the State, its agencies, employees, servants, and agents from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that Excellent HC has asserted, could have asserted, or may assert in the future against the State, its agencies, employees, servants, and agents, related to the matters covered by the Yannicelli Action, the MFCU Investigation, or any prosecution thereof, and this Agreement.

11. Excellent HC fully and finally releases Yannicelli and her heirs, successors, attorneys, agents, and assigns from any claims (including attorney's fees, costs, and expenses of every kind and however denominated) that Excellent HC has asserted, could have asserted, or may assert in the future against Yannicelli or her heirs, successors, attorneys, agents, and assigns related to the Yannicelli Action and Yannicelli's investigation and prosecution thereof.

12. Yannicelli and her 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 N.Y. Fin. Law § 190(5)(b)(ii) and, conditioned upon receipt of the payment described in Paragraph 3, Yannicelli, for herself and for her heirs, successors, attorneys, agents, and assigns, fully and finally releases, waives, and forever discharges the State, its

officers, agents, and employees, from any claims arising from or relating to N.Y. Fin. Law § 190; from any claims arising from the filing of the Yannicelli Action against Excellent HC; from any other claims for a share of the Settlement Amount; and in full settlement of any claims Yannicelli may have against the State under this Agreement. This Agreement does not resolve or in any manner affect any claims that the State has or may have against Yannicelli arising under the State's tax laws, or any claims arising under this Agreement.

**E. OTHER PROVISIONS**

13. In the event that the State seeks remedies for collection or enforcement of Excellent HC's obligations hereunder, and the State substantially prevails in its collection or enforcement action, Excellent HC shall be responsible for all costs and expenses incurred by the State in connection with that action.

14. In the event that Excellent HC fails to pay any or all of the Excellent HC New York Settlement Amount when due as set forth in Paragraph 2 above, the State, in its sole discretion, may declare any or all of the following:

(a) any dismissal as to Excellent HC shall be null and void;

(b) rescind its agreement to this Agreement and pursue all available remedies; or

(c) reinstate an action or actions against  
Excellent HC.

15. In the event the State pursues any action against Excellent HC pursuant to paragraph 14 above, Excellent HC expressly agrees not to plead, argue, or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel or similar theories, to any civil or administrative claims that (A) are filed by the State within thirty (30) calendar days of written notification to Excellent HC that this Agreement has been rescinded, and (B) relate to the Covered Conduct, except to the extent such defense was available on the date the Yannicelli Action was filed.

16. In the event the State reinstates an action pursuant to paragraph 14(c) above, Excellent HC further waives and will not assert any defenses it may have to any action relating to the Covered Conduct which defenses may be based in whole or in part on a contention that, under the Double Jeopardy Clause in the Fifth Amendment of the United States Constitution, or under the Excessive Fines Clause in the Eighth Amendment of the United States Constitution, this Agreement bars a remedy sought in such action.

17. Excellent HC agrees that this Agreement is not punitive in purpose or effect.

18. Excellent HC agrees that all costs incurred by or on behalf of itself and any associated person or entity in connection with (i) the MFCU Investigation; (ii) Excellent HC's investigation and defense of this matter (including attorneys' fees); (iii) the negotiation and performance of this Agreement; (iv) the payment pursuant to this Agreement; and (v) preparing and submitting any reports required under this Agreement, are unallowable costs on government contracts and under the Medicaid Program. Excellent HC will not charge such unallowable costs directly or indirectly to the Medicaid Program, or seek payment for such unallowable costs through any cost report, cost statement, information statement, or payment request submitted by any Medicaid Provider to the Medicaid Program.

19. This Agreement is intended to be for the benefit of the Parties to this Agreement and their heirs, successors, and assigns only, and by this instrument the Parties to this Agreement do not release any claims against any other person or entity, except as expressly provided by this Agreement.

20. Excellent HC agrees that it will not seek payment for any health care services covered by this Agreement from any health care beneficiaries or their parents or insurers.

21. Excellent HC shall maintain custody of, or make arrangements to have maintained, all of its documents and records related to the Covered Conduct for a period of two years after

completion of the payment of the Excellent HC New York Settlement Amount or the period required by 18 N.Y.C.R.R. § 504.3 and any applicable provider manual, whichever is later.

22. Excellent HC expressly warrants that it has reviewed its financial situation and that it is currently solvent within the meaning of 11 U.S.C. § 547(b)(3), and that it currently believes it will remain solvent following its payment of the Excellent HC New York Settlement Amount. Further, the Parties expressly 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 Excellent HC, within the meaning of 11 U.S.C. § 547(c)(1) and (b) have concluded 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 which is not intended to hinder, delay, or defraud any entity to which Excellent HC was or became indebted to on or after the date of this transfer, all within the meaning of 11 U.S.C. § 548(a)(1).

23. If, within ninety-one (91) days of the Effective Date of this Agreement or of any payment made under this Agreement, Excellent HC commences, or a third party commences,

any case, proceeding, or other action under any law relating to bankruptcy, insolvency, reorganization or relief of debtors (a) seeking to have any order for relief of Excellent HC's debts, or seeking to adjudicate Excellent HC as bankrupt or insolvent; or (b) seeking appointment of a receiver, trustee, custodian or other similar official for Excellent HC or for all or any substantial part of its assets, Excellent HC agrees as follows:

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

b. If any of Excellent HC's obligations hereunder are avoided for any reason, including, but not limited to, through the exercise of a trustee's avoidance powers under the Bankruptcy Code, the State, at its sole option, may rescind the releases in this Agreement and bring any civil and/or administrative claim, action or proceeding against Excellent HC

for the claims that would otherwise be covered by the releases provided in Paragraphs 6-8, above. Excellent HC agrees that (i) any such claims, actions or proceedings brought by the State (including any proceedings to exclude Excellent HC from participation in Medicaid) are not subject to an "automatic stay" pursuant to 11 U.S.C. § 362(a) as a result of the action, case or proceeding described in the first clause of this Paragraph, and Excellent HC shall not argue or otherwise contend that the State's claims, actions, or proceedings are subject to an automatic stay; (ii) Excellent HC 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 which are brought by the State within thirty(30) calendar days of written notification to Excellent HC that the releases herein have been rescinded pursuant to this Paragraph, except to the extent such defenses were available on the date the Yannicelli Action was filed; and (iii) the State has a valid claim against Excellent HC in the amount of Two Million Two Hundred Thirty-Eight Thousand dollars (\$2,238,000.00), and the State may pursue its claims in the case, action or proceeding referenced in the first clause of this Paragraph, as well as in any other case, action, or proceeding.



c. Excellent HC acknowledges that its agreements in this Paragraph are provided in exchange for valuable consideration provided in this Agreement.

24. Except as expressly provided to the contrary in this Agreement, each party to this Agreement shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

**Choice of Law and Venue**

25. This Agreement is governed by the laws of New York State without regard to choice of law or conflict of laws principles. The Parties agree that the exclusive jurisdiction and venue for any dispute arising between and among the Parties under this Agreement will be the United States District Court for the Eastern District of New York. The Parties waive any objection that any of them may now have or hereafter may have to this venue and agree to accept and acknowledge service in any such suit, action or proceeding.

**No Waiver by the State; Survivability**

26. Any failure by the State to insist upon the strict performance of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof, and the State, notwithstanding that failure, shall have the right thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

27. If any part of this Agreement shall for any reason be found or held invalid or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of this Agreement, which shall survive and be construed as if such invalid or unenforceable part had not been contained herein.

28. The terms of this Agreement shall remain effective notwithstanding the death or incapacity of any person, or any appeal, collateral attack, or any challenge to any criminal charge, conviction, plea or sentencing of any person, including but not limited to the reversal, modification, or dismissal of all or any portion of such charge, conviction, plea or sentence, or the charging, conviction, plea or sentencing of any other person.

**Complete Agreement**

29. This Agreement constitutes the complete agreement between the Parties. This Agreement may not be amended, changed, modified or waived except in writing signed by the State and Excellent HC.

30. Excellent HC acknowledges and represents that this Agreement is freely and voluntarily entered into without any degree of duress or compulsion whatsoever and upon due deliberation with the advice of counsel.

31. Yannicelli acknowledges and represents that this Agreement is freely and voluntarily entered into without any degree of duress or compulsion whatsoever, and that she has entered into this Agreement upon due deliberation with the advice of counsel.

32. The undersigned individuals signing this Agreement on behalf of Excellent HC and Yannicelli each represent and warrant that they are authorized, respectively, by Excellent HC and Yannicelli to execute this Agreement. The undersigned Deputy Attorney General represents that she is signing this Agreement in her official capacity and that she is authorized to execute this Agreement.

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

34. The captions in this Agreement are provided for reference only and are not operative terms of this Agreement.

35. The effective date of this Agreement is the date upon which the last signatory to the Agreement signs ("Effective Date of this Agreement"). Facsimiles of signatures shall constitute acceptable, binding signatures for the purposes of this Agreement.

36. 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.

37. Excellent HC agrees not to take any action or to make or permit to be made any public statement denying, directly or indirectly, any finding in this Agreement or creating the impression that this Agreement is without factual basis. Nothing in this paragraph affects Excellent HC's: (a) testimonial obligations: or (b) right to take legal or factual positions in defense of litigation or other legal proceedings to which the State is not a party.

Notices

39. Any notices pursuant to this Agreement shall be in writing and shall, unless expressly provided otherwise herein, be given by hand delivery, express courier, or facsimile transmission followed by postage prepaid mail, and shall be addressed as follows:

IF TO THE ATTORNEY GENERAL and the STATE:

New York State Attorney General  
Medicaid Fraud Control Unit  
Attn: Chief, Civil Enforcement Division  
120 Broadway  
New York, New York 10271  
Facsimile: 212-417-5335

IF TO EXCELLENT HC:

Ben Landa, Managing Member  
Excellent HC  
91-93 South 3<sup>rd</sup> Street  
Brooklyn, NY 11211

Jerome T. Levy, Esq.  
Duane Morris LLP  
1540 Broadway  
New York, NY 10036-4086

IF TO YANNICELLI:

Timothy J. McInnis, Esq.  
Law Office of Timothy J. McInnis  
521 5<sup>th</sup> Avenue, Suite 1700  
New York, NY 10175-0038

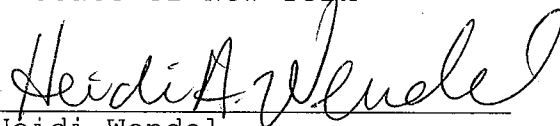
**Dismissal of Action**

40. Within 30 days after receipt of the payment described in Paragraph 2 above, (a) the State and Yannicelli shall file a Joint Notice of Dismissal pursuant to Fed. R. Civ. P. 41(a) dismissing their claims for the Covered Conduct in the Yannicelli Action against Excellent HC with prejudice as to the State and relator, and dismissing all remaining allegations against Excellent HC without prejudice as to the State and with prejudice as to the relator.

**THE STATE OF NEW YORK**

ANDREW M. CUOMO  
Attorney General of the  
State of New York

DATED: December 15, 2009 By: \_\_\_\_\_

  
Heidi Wendel  
Special Deputy Attorney General  
Medicaid Fraud Control Unit  
120 Broadway B 13<sup>th</sup> Floor  
New York, NY 10271  
Telephone: (212) 417-5300  
Facsimile: (212) 417-5335

**EXCELLENT NURSING PERSONNEL CHHA, LLC**

DATED: December \_\_, 2009 By: \_\_\_\_\_

Ben Landa  
Managing Member

DATED: December \_\_, 2009 By: \_\_\_\_\_

Jerome T. Levy, Esq.  
Duane Morris LLP  
1540 Broadway  
New York, NY 10036-4086  
Counsel for Excellent HC

THE STATE OF NEW YORK

ANDREW M. CUOMO  
Attorney General of the  
State of New York

DATED: December \_\_, 2009 By:

\_\_\_\_\_  
Heidi Wendel  
Special Deputy Attorney General  
Medicaid Fraud Control Unit  
120 Broadway B 13<sup>th</sup> Floor  
New York, NY 10271  
Telephone: (212) 417-5300  
Facsimile: (212) 417-5335

*HOME CARE*  
EXCELLENT NURSING PERSONNEL CHHA, LLC

DATED: December 16, 2009 By:

\_\_\_\_\_  
Ben Landa  
Managing Member

DATED: December 16, 2009 By:

\_\_\_\_\_  
Jerome Levy, Esq.  
Duane Morris LLP  
1540 Braodway  
New York, NY 10036-4086  
Counsel for Excellent HC

RELATOR DEBORAH YANNICELLI

DATED: December 15, 2009 By:

Deborah Yannicelli  
Deborah Yannicelli  
Relator

DATED: December \_\_, 2009 By:

Timothy J. McInnis, Esq.  
Law Office of Timothy J. McInnis  
521 5<sup>th</sup> Avenue, Suite 1700  
New York, NY 10175-0038

DATED: December \_\_, 2009 By:

Mike Bothwell, Esq.  
Bothwell, Bracker & Vann  
304 Macy Drive  
Roswell, GA 30076

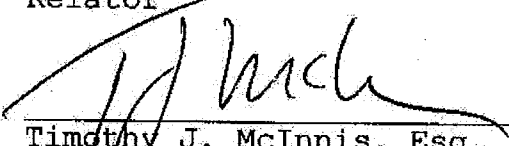


RELATOR DEBORAH YANNICELLI

DATED: December \_\_, 2009 By:

Deborah Yannicelli  
Relator

DATED: December 15, 2009 By:

  
Timothy J. McInnis, Esq.  
Law Office of Timothy J. McInnis  
521 5<sup>th</sup> Avenue, Suite 1700  
New York, NY 10175-0038

DATED: December \_\_, 2009 By:

Mike Bothwell, Esq.  
Bothwell, Bracker & Vann  
304 Macy Drive  
Roswell, GA 30076

RELATOR DEBORAH YANNICELLI


DATED: December \_\_, 2009 By:

\_\_\_\_\_  
Deborah Yannicelli  
Relator

DATED: December \_\_, 2009 By:

\_\_\_\_\_  
Timothy J. McInnis, Esq.  
Law Office of Timothy J. McInnis  
521 5<sup>th</sup> Avenue, Suite 1700  
New York, NY 10175-0038

DATED: December 15, 2009 By:

  
\_\_\_\_\_  
Mike Bothwell, Esq.  
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304 Macy Drive  
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