SETTLEMENT AGREEMENT

I. PARTIES

This Settlement Agreement (the "Agreement") is entered into among the United States of America, acting through the United States Department of Justice and on behalf of the Office of Inspector General ("OIG-HHS") of the Department of Health and Human Services ("HHS"), the United States Office of Personnel Management ("OPM"), and the United States Department of Defense TRICARE Management Activity ("TMA") (collectively the "United States"); Quest Diagnostics Incorporated ("Quest Diagnostics") and Nichols Institute Diagnostics ("NID") (Quest Diagnostics and NID are collectively referred to as "Defendants"); and Thomas Cantor (the "Relator"); through their authorized representatives. Collectively, all of the above will be referred to as "the Parties."

II. PREAMBLE

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

A. WHEREAS, at all relevant times, NID, a wholly owned subsidiary of Quest Diagnostics, manufactured, marketed and sold in vitro diagnostic products ("kits") to laboratories located throughout the United States. Among the kits manufactured, marketed and sold by NID were the following: (1) the Advantage Intact PTH and Bio-Intact PTH kits (respectively, the "Intact PTH Kit" and the "Bio-Intact PTH Kit"), which were used by laboratories to measure parathyroid hormone ("PTH") levels in blood samples; (2) the Advantage 25 OH-D kit (the "25 OH-D Kit"), which was used by laboratories to measure hydroxyvitamin D levels in blood samples; (3) the Advantage ACTH kit (the "ACTH Kit"), which was used by laboratories to measure adrenocorticotropic hormone ("ACTH") levels in

blood samples; and (4) the Advantage DHEA-S kit (the "DHEA-S Kit"), which was used by laboratories to measure dehydroepiandrosterone sulfate ("DHEA-S") levels in blood samples.

B. WHEREAS, Relator Thomas Cantor is a resident of El Cajon, California, and is also the President and CEO of Scantibodies Clinical Laboratories, Inc. and Scantibodies Laboratories, Inc.. On or about April 9, 2004, Relator filed a qui tam action in the United States District Court for the Eastern District of New York that alleged that the Intact PTH and the Bio-Intact PTH Kits provided falsely elevated results (hereinafter "the Civil Action").

C. WHEREAS, NID has agreed to enter into a plea agreement with the United States Attorney for the Eastern District of New York (the "Plea Agreement"), under which, if the Plea Agreement is approved by the Court, NID will enter a plea of guilty, pursuant to Fed. R. Crim. P. 11, to an Information to be filed in United States of America v. Nichols Institute Diagnostics (the "Federal Criminal Action").

D. WHEREAS, Quest Diagnostics has agreed to enter into a non-prosecution agreement with the United States Attorney for the Eastern District of New York.

E. WHEREAS, the United States contends that Defendants submitted or caused to be submitted claims for payment to the Medicare Program, Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395hhh (the "Medicare Program"), the Medicaid Programs, Title XIX of the Social Security Act, 42 U.S.C. §§ 1396-1396v (the "Medicaid Program"), the TRICARE program, 10 U.S.C. §§ 1071-1109, which is administered by the Department of Defense through TMA ("TRICARE"), the Federal Employees Health Benefits Program, 5 U.S.C. §§ 8901-8914, ("FEHBP"), and the Veterans Affairs Program, 38 U.S.C. §§ 1701-1743 (the "VA").

F. WHEREAS, the United States contends that it has certain civil claims against Defendants for engaging in the following conduct (hereinafter, in combination with Paragraph E of this Agreement and the allegations against Defendants in the Civil Action, referred to as the "Covered Conduct"):

> The United States contends, along with Relator, that NID, a subsidiary of Quest Diagnostics, manufactured, marketed and sold the Intact PTH and Bio-Intact PTH Kits despite knowing that between May 1, 2000 and April 30, 2006, some Kits produced results that were materially inaccurate and unreliable, thereby causing: (a) some clinical laboratories that purchased and used the Intact PTH and Bio-Intact PTH Kits to submit false claims for reimbursement to federal health programs and the VA; and (b) some medical providers to submit false claims for reimbursement to federal health programs and the VA for unnecessarily prescribed Vitamin D therapy and parathryroidectomies.
>
> The United States further contends that between the following dates, NID also manufactured, marketed and sold the following Kits, some of which produced results that were materially inaccurate and unreliable, thereby causing some clinical laboratories that purchased and used these Kits for testing to submit false claims for reimbursement to federal health programs and the VA: (1) the ACTH Kit (between May 1, 2000 and May 31, 2005); (2) the 25-OH-D Kit (between April 1, 2002 and April 30, 2006); and (3) the DHEA-S Kit (between September 1, 2002 and November 30, 2005).

G. WHEREAS, this Agreement is made in compromise of disputed claims. This Agreement is neither an admission of liability by Defendants nor a concession by the United States that its claims are not well founded. With the exception of such admissions that are made in connection with any guilty plea by NID in the Federal Criminal Action, Defendants expressly

deny the allegations of the United States and Relator as set forth herein and in the Civil Action and deny that they have engaged in any wrongful conduct in connection with the Covered Conduct. Neither this Agreement, its execution, nor the performance of any obligation under it, including any payment, nor the fact of settlement, is intended to be, or shall be understood as, an admission of liability or wrongdoing, or other expressions reflecting upon the merits of the dispute by Defendants.

H. WHEREAS, Defendants have entered into or will be entering into separate settlement agreements (hereinafter referred to as the "Medicaid State Settlement Agreements") with the states (hereinafter referred to as the "Medicaid Participating States") with respect to civil claims relating to the state portion of the Medicaid Program, which are not covered by this Agreement.

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

III. TERMS AND CONDITIONS

1. Payments:

a. Defendants agree to pay to the United States $262,000,000, plus 3.875% annual interest on that amount accruing between October 1, 2008 and the Effective Date of this Agreement (the "Settlement Amount"). Defendants agree to pay the full Settlement Amount to the United States by electronic funds transfer pursuant to written instructions to be provided by the United States Attorney's Office for the Eastern District of New York. Defendants agree to make this electronic funds transfer no later than three banker's days after the

Effective Date of this Agreement.

b. Contingent on the United States receiving the Settlement Amount from Defendants, the United States agrees to pay, as soon as feasible after receipt, to Relator the sum of $45,597,467, plus the pro rata share of the actual accrued interest paid to the United States by Defendants for the portion of the recovery stemming from the allegations contained in the Civil Action.

2. Subject to the exceptions in Paragraph 7 below (concerning excluded claims), in consideration of the obligations of Defendants in this Agreement, conditioned upon Defendants full payment of the Settlement Amount, the United States (on behalf of itself, its officers, agents, agencies, and departments) agrees to release Defendants, and each of their current and former parent corporations, direct and indirect subsidiaries, predecessors, successors, affiliates, brother or sister corporations, divisions, and joint ventures, and each of Quest Diagnostic's current or former owners, officers, directors, agents, attorneys, employees, shareholders, joint-venturers, and successors and assigns of any of them (collectively, the "Released Defendants") from any civil or administrative monetary claim the United States has or may have for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733; the Civil Monetary Penalties Law, 42 U.S.C. § 1320a-7a; the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; the Food, Drug and Cosmetic Act, 21 U.S.C. § 301 *et seq.*; or the common law theories of payment by mistake, unjust enrichment, breach of contract, and fraud, and any statutory provision creating causes of action for civil damages or penalties for which the Civil Division of the United States Department of Justice has actual and present authority to assert and compromise pursuant to 28 C.F.R. Part O, Subpart I, § 0.45(d).

3. Relator agrees to the following:

a. Subject to the exceptions in Paragraph 7 (concerning excluded claims) and Subparagraph 3c below, in consideration of the obligations of Defendants in this Agreement, conditioned upon Defendants full payment of the Settlement Amount, Relator, for himself and for (i) his family members, heirs, executors, representatives, successors, attorneys, agents, assigns, and employees, (ii) any and all entities formerly, now, or in the future owned in whole or in part by himself or any member of his family, heirs, executors, representatives, successors, attorneys, licensors, licensees, agents and assigns, (iii) Scantibodies Clinical Laboratories, Inc. and each of its current and former parent corporations, direct and indirect subsidiaries, predecessors, successors, affiliates, brother or sister corporations, divisions, licensors, licensees, partners, and joint ventures, and each of its current or former owners, officers, directors, agents, attorneys, employees, shareholders, joint-venturers, and successors and assigns, and (iv) Scantibodies Laboratories, Inc. and each of its current and former parent corporations, direct and indirect subsidiaries, predecessors, successors, affiliates, brother or sister corporations, divisions, licensors, licensees, partners, and joint ventures, and each of its current or former owners, officers, directors, agents, attorneys, employees, shareholders, joint-venturers, and successors and assigns (collectively, the "Relator Releasors"), agrees to release the Released Defendants from all causes of action, whether known or unknown as of the date of this Agreement, that Relator and Relator Releases may have or may gain or may assert against the Released Defendants for any violation by the Released Defendants of any federal, state or local law, contract, duty, standard of care, right, or other source of obligation that Relator and Relator

Releasors may have, may gain, or may assert against the Released Defendants, including but not limited to all causes of action related to any civil claims that Relator and Relator Releasors have asserted or could assert against the Released Parties under the federal False Claims Act, 31 U.S.C. §§ 3729-3733, state false claims acts, common law, or any other statute creating civil causes of action for relief for conduct alleged in the Civil Action and any civil monetary claim the United States has or may have for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733, and any other causes of action whether under the False Claims Act, 31 U.S.C. §§ 3729-3733, and state false claims act or otherwise. In connection with this release, Relator, for himself and for Relator Releasors, hereby waives all rights or benefits which they have or in the future may have under Section 1542 of the Civil Code of California, which reads as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER, MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH DEBTOR." Relator, for himself and for Relator Releasors, expressly waives any rights they may have under other statutes or common law principles of similar effect.

b. Except as provided in Subparagraph 3c below, Relator, for himself and for Relator Releasors, further agrees that they will not hereafter file or institute, or cause or encourage anyone else to file or institute, in any court any other action against the Released Defendants or any other entity for any matter covered by this Paragraph and that this Release shall be a complete and conclusive defense to any such action brought by Relator or Relator

Releasors. Paragraph 3 in no way precludes Relator or Relator Releasors from providing any information to the United States at any time in the future.

c. This release does not apply to any claims Relator may have for patent infringement based on patent claims that specifically reference parathyroid hormone.

4. In consideration of the obligations of Defendants in this Agreement, the Corporate Integrity Agreement (the "CIA") entered into between OIG-HHS and Quest Diagnostics, and conditioned upon Defendants' full payment of the Settlement Amount, the OIG-HHS agrees to release and refrain from instituting, directing, or maintaining any administrative action seeking exclusion from Medicare, Medicaid, and other Federal health care programs (as defined in 42 U.S.C. § 1320a-7b(f)) against Quest Diagnostics 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 Paragraph 7 below (concerning excluded claims), and as reserved in this Paragraph (for the purpose of this Paragraph and Paragraphs 5 and 6, Quest Diagnostics is defined in the manner in which Quest is defined in the CIA). 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 7 below.

5. In consideration of the obligations of Defendants set forth in this Agreement, conditioned upon Defendants' full payment of the Settlement Amount, TMA agrees to release and refrain from instituting, directing, or maintaining any administrative action seeking exclusion from the TRICARE Program against Quest Diagnostics under 32 C.F.R. § 199.9 for the Covered Conduct, except as reserved in Paragraph 7 below (concerning excluded claims), and as reserved in this Paragraph. TMA 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), based upon the Covered Conduct. Nothing in this Paragraph precludes TMA or the TRICARE Program from taking action against entities or persons, or for conduct and practices, for which claims have been reserved in Paragraph 7 below.

6. In consideration of the obligations of Defendants in this Agreement, conditioned upon Defendants' full payment of the Settlement Amount, OPM agrees to release and refrain from instituting, directing, or maintaining any administrative action against Quest Diagnostics under 5 U.S.C. § 8902a or 5 C.F.R. Part 970 for the Covered Conduct, except as reserved in Paragraph 7 below (concerning excluded claims) and except if required by 5 U.S.C. § 8902a(b). Nothing in this Paragraph precludes OPM from taking action against entities or persons, or for conduct and practices, for which claims have been reserved in Paragraph 7 below.

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

a. Any civil, criminal, or administrative liability arising under Title 26, U.S. Code (Internal Revenue Code);

b. Any criminal liability, except as governed by the non-prosecution agreement referred to in Paragraph D of this Agreement;

c. Except as explicitly stated in this Agreement, any administrative liability, 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 such obligations as are created by this Agreement;

f. Any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct;

g. Any liability for failure to deliver goods or services due;

h. Except as explicitly stated in this Agreement, any liability of individuals, including directors, officers and employees.

8. Relator, for himself and for Relator Releasors, agrees not to object to this Agreement and agrees and confirms 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 release of the receipt of the Relator's Share identified in Paragraph 1b, Relator, for himself individually and for his heirs, successors, agents and assigns, fully and finally releases, waives, and forever discharges the United States, its officers, agents and employees from any claims arising from or

relating to 31 U.S.C. § 3730; from any claims arising from the filing of the Civil Action; from any other claims for a share of the Settlement Amount; and in full settlement of any claims Relator may have under this Agreement.

9. Conditioned upon receipt of the payment described in Paragraph 1, in addition to the Paragraph 3 releases, Relator, for himself, and for Relator Releasors, agrees to release the Released Defendants from any liability to Relator arising from the filing of the Civil Action.

10. Defendants waive and shall not assert any defenses Defendants may have to any criminal prosecution or administrative action relating to the Covered Conduct that may be based in whole or in part on a contention that, under the Double Jeopardy Clause in the Fifth Amendment of the Constitution, or under the Excessive Fines Clause in the Eighth Amendment of the Constitution, this Agreement bars a remedy sought in such criminal prosecution or administrative action. Nothing in this Paragraph or any other provision of this Agreement constitutes an agreement by the United States concerning the characterization of the Settlement Amount for purposes of the Internal Revenue Laws, Title 26 of the United States Code.

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

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

13. The Settlement Amount shall not be decreased as a result of the denial of claims for payment now being withheld from payment by any Medicare carrier or intermediary, or any other federal payer or any state payer, related to the Covered Conduct; and Defendants agree not to resubmit to any Medicare carrier or intermediary or any other federal payer or any state payer any previously denied claims related to the Covered Conduct, and agrees not to appeal any such denials of claims.

14. Defendants agree to the following:

a. Unallowable Costs Defined: that 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. §§ 1395-1395hhh and 1396-1396v; and the regulations and official program directives promulgated thereunder) incurred by or on behalf of Defendants, their present or former officers, directors, employees, shareholders, and agents in connection with the following shall be "Unallowable Costs" on government contracts and under the Medicare Program, Medicaid Program, TRICARE Program, and Federal Employees Health Benefits Program (FEHBP):

(1) the matters covered by this Agreement and any related Plea Agreement;

(2) the United States' audit(s) and civil and any criminal 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 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 any Plea 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.

However, nothing in this Paragraph 14.a.(6) 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. (All costs described or set forth in this Paragraph 14.a. are hereafter "Unallowable Costs.")

b. Future Treatment of Unallowable Costs: These 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 Defendant or any of its 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 it shall identify to applicable Medicare and TRICARE fiscal intermediaries, carriers, and/or contractors, and Medicaid and FEHBP fiscal agents, any Unallowable Costs (as defined in this Paragraph) included in payments previously sought from the United States, or any State Medicaid program, including, but not limited to, payments sought in any cost reports, cost statements, information reports, or payment request already submitted by Defendants or any of its subsidiaries or affiliates, and shall request, and agree, that such cost reports, cost statements, information reports, or payment request, 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 request 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 its subsidiaries or affiliates on the effect of inclusion of Unallowable Costs (as defined in

this Paragraph) on Defendants or any of its 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 Defendant's books and records to determine that no Unallowable Costs have been claimed in accordance with the provisions of this Paragraph.

15. This Agreement is intended to be for the benefit of the Parties only. The Parties do not release any claims against any other person or entity, except to the extent provided for in Paragraph 16 (waiver for beneficiaries Paragraph) below and as explicitly stated elsewhere in this Agreement.

16. 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.

17. Quest Diagnostics 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 548(a)(1)(B)(ii)(I), and shall remain solvent following payment to the United States of the Settlement Amount. Further, the Parties warrant that, in evaluating whether to execute this Agreement, they (a) have intended that the mutual promises, covenants, and obligations set forth constitute a contemporaneous exchange for new value given to Defendants within the meaning of 11 U.S.C. § 547(c)(1), and (b) conclude that these mutual promises, covenants, and obligations do, in fact,

constitute such a contemporaneous exchange. Further, the Parties warrant that the mutual promises, covenants, and obligations set forth herein are intended to and do, in fact, represent a reasonably equivalent exchange of value that is not intended to hinder, delay, or defraud any entity to which Defendants were or became indebted to on or after the date of this transfer, within the meaning of 11 U.S.C.§ 548(a)(1).

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

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

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

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

22. 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.

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

24. The individuals signing this Agreement on behalf of Defendants represent and warrant that they are authorized by Defendants to execute this Agreement. The individual signing this Agreement on behalf of Relator represents and warrants that she is authorized by Relator to execute this Agreement. The United States signatories represent that they are signing this Agreement in their official capacities and that they are authorized to execute this Agreement.

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 Defendants' successors, transferees, heirs, and assigns.

27. This Agreement is binding on Relator and Relator's Releasors as defined herein.

28. All parties consent to the United States' 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 (the "Effective Date of this Agreement"). Facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

30. Notwithstanding any other provision of this Agreement, if the guilty plea referred to in Paragraph C of the Preamble is withdrawn in accordance with any applicable provision of the plea agreement or is not accepted by the Court, this Agreement shall be null and

void at the option of either the United States or Quest Diagnostics. If either the United States or Quest Diagnostics exercises this option, which shall be exercised by notifying all Parties through counsel in writing within three business days of the withdrawal of the plea or the Court's decision not to accept the plea, the Parties agree that the Agreement is rescinded. If the Agreement is rescinded, Defendants waive all affirmative defenses based in whole or in part on the running of the Statute of Limitations during the period of time from the Effective Date of the Agreement through ten days after the date the Agreement was rescinded.

THE UNITED STATES OF AMERICA

DATED: 4/15/09

BENTON J. CAMPBELL
United States Attorney
Eastern District of New York

BY: Paul Kaufman

PAUL KAUFMAN
Assistant United States Attorney
Chief, Civil Health Care Fraud
United States Attorney's Office
Eastern District of New York

DATED: 4/14/09

BY:

PAT DAVIS
Assistant Director
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED:_____

BY:

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

THE UNITED STATES OF AMERICA

DATED: _____

BENTON J. CAMPBELL
United States Attorney
Eastern District of New York

BY: _____
PAUL KAUFMAN
Assistant United States Attorney
Chief, Civil Health Care Fraud
United States Attorney's Office
Eastern District of New York

DATED: _____ BY: _____
PAT DAVIS
Assistant Director
Commercial Litigation Branch
Civil Division
United States Department of Justice

DATED: 4/14/09 BY: _____
GREGORY E. DEMSKE
Assistant Inspector General for Legal Affairs
Office of Counsel to the
Inspector General
Office of Inspector General
United States Department of
Health and Human Services

THE UNITED STATES OF AMERICA

DATED: 10 Apr 09 BY: _____

LAUREL C. GILLESPIE
Deputy General Counsel
TRICARE Management Activity
United States Department
of Defense

DATED: _____ BY: _____

LORRAINE E. DETTMAN
Assistant Director for Insurance
Services Programs
Center for Retirement and
Insurance Services
United States Office of
Personnel Management

DATED: _____ BY: _____

DAVID COPE
Debarring Official
Office of the Assistant Inspector General
for Legal Affairs
United States Office of
Personnel Management

THE UNITED STATES OF AMERICA

DATED:_____ BY: _____

LAUREL C. GILLESPIE
Deputy General Counsel
TRICARE Management Activity
United States Department
of Defense

DATED: 4/10/2009 BY: Lorraine E Dettman

LORRAINE E. DETTMAN
Assistant Director for Insurance
Services Programs
Center for Retirement and
Insurance Services
United States Office of
Personnel Management

DATED: 4/10/2009 BY: David Cope

DAVID COPE
Debarring Official
Office of the Assistant Inspector General
for Legal Affairs
United States Office of
Personnel Management

QUEST DIAGNOSTICS INCORPORATED AND NID

DATED: 4/9/09 BY: Michael E Prevoznik

MICHAEL E. PREVOZNIK, Esq.
Senior Vice President and General Counsel
Quest Diagnostics Incorporated
For Quest Diagnostics Incorporated and
Nichols Institute Diagnostics

DATED: 4/9/09 BY: Hope S. Foster

HOPE S. FOSTER, Esq.
Mintz, Levin, Cohn, Ferris, Glovsky
and Popeo, P.C.
Counsel for Quest Diagnostics Incorporated
and Nichols Institute Diagnostics

RELATOR

DATED: April 13, 2009 BY: _____
THOMAS CANTOR
Relator

DATED: _____ BY: _____
MARY LOUISE COHEN, Esq.
Phillips and Cohen LLP
Counsel for Relator

RELATOR

DATED:_____ BY: _____
THOMAS CANTOR
Relator

DATED: 4/9/09 BY: _____
MARY LOUISE COHEN, Esq.
Phillips and Cohen LLP
Counsel for Relator