

FILED

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TENNESSEE
AT CHATTANOOGA

2023 JUN 23 PM 12: 52

US DISTRICT COURT
EASTERN DIST. TENN.

UNITED STATES OF AMERICA, THE STATE)
OF TENNESSEE AND THE STATE OF)
GEORGIA ex rel. JANET CHAMBERS,)

Plaintiffs/Relator,)

v.)

SKIN CANCER AND COSMETIC)
DERMATOLOGY CENTER, PC AND JOHN Y.)
CHUNG,)

Defendants.)

Civil Action No. 1:20-cv-177
Collier/Lee

[FILED UNDER SEAL]

NOTICE OF INTERVENTION FOR THE PURPOSES OF SETTLEMENT

Pursuant to the False Claims Act, 31 U.S.C. § 3730(b), the Tennessee Medicaid False Claims Act, Tenn. Code Ann. § 71-5-183(b)(4)(A), and the Georgia False Medicaid Claims Act, O.C.G.A. § 49-4-168.2, the United States of America, the State of Tennessee, and the State of Georgia hereby respectfully notify this Court of their respective decisions to intervene in the above-captioned action for purposes of settlement.

The United States, Tennessee, Georgia, Relator Janet Chambers, and Defendants John Y. Chung and Skin Cancer and Cosmetic Dermatology Center have reached an agreement to resolve this action. A copy of the Settlement Agreement is attached to this Notice as Exhibit 1.

Pursuant to the Settlement Agreement, the United States, Tennessee, Georgia, and Relator will file a stipulation to dismiss the Complaint as soon as practicable.¹ Finally, in light of this Notice, the United States, Tennessee, and Georgia respectfully request that the Court enter an Order directing the Clerk to unseal this matter.²

Date: June 23, 2023

Respectfully submitted,

FRANCIS M. HAMILTON III
United States Attorney

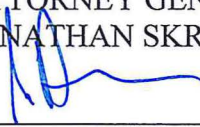
By:



Jeremy S. Dykes, Maryland Bar Member
Assistant United States Attorneys
Office of United States Attorney
800 Market St., Suite 211
Knoxville, TN 37902
(865) 545-4167
Jeremy.Dykes@usdoj.gov

ATTORNEY GENERAL AND REPORTER
JONATHAN SKRMETTI

By:


 on behalf of

W. Anthony Hullender, BPR #19436
Deputy Attorney General
Medicaid Fraud & Integrity Division
Tennessee Attorney General's Office
P.O. Box 20207
Nashville, Tennessee 37202
(615)532-2536
Tony.Hullender@ag.tn.gov

¹ Counsel for the United States has been informed that counsel for the Relator and counsel for the Defendants are in the process of attempting to resolve Relator's claim for attorney's fees pursuant to 31 U.S.C. § 3730(d).

² Counsel for the United States has reviewed the *Ex Parte* Status Reports filed in this matter in support of its Applications for Extension of Time to Notify the Court of Election and is not requesting that those Status Reports remain under seal in this case.

CHRISTOPHER M. CARR
ATTORNEY GENERAL

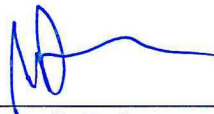
By:  on behalf of _____

Sara E. Vann, Georgia Bar No. 141787
Assistant Attorney General
Georgia Medicaid Fraud Division
200 Piedmont Avenue S.E.
19th Floor, West Tower
Atlanta, Georgia 30334
(404) 656-4998
svann@law.ga.gov

CERTIFICATE OF SERVICE

I hereby certify that on this 23rd day of June 2023, a true and correct copy of the foregoing was sent via email and via U.S. mail first class, postage prepaid, to the following:

Susan S. Gouinlock, Esq.
Marlan B. Wilbanks, Esq.
Wilbanks & Gouinlock, LLP
One Ameris Center
3490 Piedmont Road, NE
Suite 1010
Atlanta, Georgia 30305
ssg@wilbanksgouinlock.com
mbw@wilbanksgouinlock.com
Attorneys for the Relator



Jeremy S. Dykes
Assistant United States Attorney

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 (OIG-HHS) of the Department of Health and Human Services (HHS), the Defense Health Agency (DHA), acting on behalf of the TRICARE Program; and the United States Department of Veterans Affairs (VA), and the Tennessee Valley Authority, a corporate agency of the United States (“TVA”), (collectively, the “United States”), the State of Tennessee (“Tennessee”), and the State of Georgia (“Georgia”), Defendants John Chung, M.D. and Skin Cancer and Cosmetic Dermatology Center, PC (collectively, “Defendants”), and Janet Chambers (“Relator”) (hereafter collectively referred to as “the Parties”), through their authorized representatives.

RECITALS

A. John Chung M.D. is a board-certified dermatologist who practices medicine through his professional corporation, Skin Cancer and Cosmetic Dermatology Center, PC, and operates dermatology treatment clinics in Tennessee and Georgia.

B. On June 26, 2020, Janet Chambers filed a *qui tam* action in the United States District Court for the Eastern District of Tennessee captioned United States et al. ex rel. Janet E. Chambers v. John Chung, MD, et al., pursuant to the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b) (the “Civil Action”), and analogous Tennessee and Georgia statutes.

C. The United States, Tennessee, and Georgia contend 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. §§ 1395-1395III (“Medicare”); the Medicaid Program, 42 U.S.C. §§ 1396-1396w-5 (“Medicaid”); the TRICARE Program, 10 U.S.C. §§ 1071-1110b (“TRICARE”);

Skin Cancer and Cosmetic Dermatology Center/Chung Settlement

Exhibit-1

the Department of Veterans Affairs, Veterans Health Administration, 38 U.S.C. Chapter 17; and to TVA's self-funded Employee Welfare Benefit plan.

D. The United States, Tennessee, and Georgia contend that they have certain civil claims against Defendants arising from their improper submission of claims for (1) Mohs procedures when the surgery and pathology portions of the procedures were performed by different providers, (2) multiple procedures for which claims for payment were submitted in a manner that violated the multiple procedure reduction rule, and (3) in the case of TVA, insurance reimbursements in violation of the terms of TVA's self-funded Employee Welfare Benefit plan, all during the period from January 1, 2010 through December 31, 2020. That conduct is referred to below as the "Covered Conduct."

E. This Settlement Agreement is neither an admission of liability by Defendants nor a concession by the United States, Georgia, or Tennessee that their claims are not well founded.

F. 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. Defendants shall pay to the United States¹ Six Million Six Hundred Thousand (\$6,600,000) Dollars ("Settlement Amount") and interest on the Settlement Amount at a rate of 4.125% per annum from the Effective Date of this Agreement, of which Three Million Three Hundred Thousand (\$3,300,000) Dollars is restitution, no later than twelve months after the

¹ The United States will disburse Tennessee's share (\$406,357.60), and Georgia's share (\$391,883.64) upon receipt of Defendants' payment. The United States will disburse TVA's share (\$51,766.07) under a separate intra-agency arrangement.

Effective Date of this Agreement by electronic funds transfer pursuant to written instructions to be provided by the United States Attorney's Office for the Eastern District of Tennessee.

Conditioned upon the United States receiving the Settlement Amount and as soon as feasible after receipt, the United States shall pay One Million Three Hundred and Twenty Thousand (\$1,320,000) Dollars plus interest at a rate of 4.125% per annum from the Effective Date of this Agreement to Relator by electronic funds transfer ("Relator's Share").

2. Subject to the exceptions in Paragraph 6 (concerning reserved claims) below, and upon the United States' receipt of the Settlement Amount plus interest due under Paragraph 1, the United States, Tennessee, and Georgia release Defendants 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; the Tennessee Medicaid False Claims Act, Tenn. Code Ann. §§ 71-5-181, to -185; the Georgia False Medicaid Claims Act, O.C.G.A. 49-4-168; or the common law theories of payment by mistake, unjust enrichment, and fraud.

3. Subject to the exceptions in Paragraph 6 below, and upon the United States' receipt of the Settlement Amount, plus interest due under Paragraph 1, Relator, for herself and for her heirs, successors, attorneys, agents, and assigns, releases Defendants from any civil monetary claim the Relator has on behalf of the United States for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733. Relator expressly reserves and does not release her claims against Defendants for attorney's fees and expenses pursuant to 31 U.S.C. 3730(d).

4. In consideration of the obligations of Defendants in this Agreement and the Integrity Agreement (IA), entered into between OIG-HHS and Defendants, and upon the United States' receipt of full payment of the Settlement Amount plus interest due under Paragraph 1, the OIG-HHS shall release and refrain from instituting, directing, or maintaining any administrative Skin Cancer and Cosmetic Dermatology Center/Chung Settlement

action seeking exclusion from Medicare, Medicaid, and other Federal health care programs (as defined in 42 U.S.C. § 1320a-7b(f)) against John Chung, M.D. and Skin Cancer and Cosmetic Dermatology Center, PC 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 6 (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 6, below.

5. In consideration of the obligations of Defendant set forth in this Agreement, and upon the United States' receipt of full payment of the Settlement Amount, plus interest due under Paragraph 1, 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 6 (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 6, below.

6. Notwithstanding the releases given in Paragraphs 2 - 5 of this Agreement, or any other term of this Agreement, the following claims and rights of the United States, Tennessee, and Georgia are specifically reserved and are not released:

Skin Cancer and Cosmetic Dermatology Center/Chung Settlement

- a. Any liability arising under Title 26, U.S. Code (Internal Revenue Code); or the Georgia Revenue and Taxation Code, O.C.G.A. 48-1-1-, et seq.;
- 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, Tennessee, or Georgia (or their respective 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. Chung;
- g. Any liability for personal injury or for other consequential damages arising from the Covered Conduct; and
- h. Any civil or administrative liability that any person or entity, including any released entities, has or may have to the State of Georgia or to individual consumers or state program payors under any statute, regulation, or rule not expressly covered by releases above, including but not limited to, any and all of the following claims: (i) State of Georgia or federal antitrust violations; (ii) claims involving unfair and/or deceptive acts and practices and/or violations of consumer protection laws.

7. 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)) and O.C.G.A. 49-4-168.2, and that the Settlement Amounts for each individual claim are also fair, adequate, and reasonable under all the circumstances. Conditioned upon Relator's receipt of the Relator's Share, Relator and her

Skin Cancer and Cosmetic Dermatology Center/Chung Settlement

heirs, successors, attorneys, agents, and assigns fully and finally release, waive, and forever discharge the United States, Georgia, and Tennessee, and their 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.

8. 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.

9. Defendants fully and finally release the United States, Tennessee, and Georgia, and their agencies, officers, agents, employees, and servants, from any claims (including attorneys' 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, Tennessee, Georgia or their agencies, officers, agents, employees, and servants, related to the Covered Conduct, the Civil Action, or the investigation or prosecution thereof.

10. Defendants and their past and present officers, directors, attorneys, agents, servants, employees, as well as successors and assigns of any of them (collectively referred to below as "Defendants"), fully and finally release the Relator from any claims (including attorneys' 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 Civil Action, and the Relator's investigation and prosecution thereof.

11. 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 contractor (e.g., Medicare Administrative Contractor, fiscal intermediary, carrier), TRICARE, VA, TVA, or any state payer, related to the Covered Conduct; and Defendants agree not to resubmit to any Medicare contractor, TRICARE, VA, TVA, 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.

12. Defendants 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, their present or former officers, directors, employees, shareholders, and agents in connection with:

- (1) the matters covered by this Agreement;
- (2) the United States' audit(s) and 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 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 IA to: (i) retain an independent review organization to perform quarterly reviews as described in Section III of the IA; 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 paragraph 13.a.(6) that may apply to the obligations undertaken pursuant to the IA 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 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 requests already submitted by Defendants or any of their subsidiaries or affiliates, and shall request, and agree, that such cost reports, cost statements, information reports, or payment requests, even if already settled, be adjusted to account for the effect of the Skin Cancer and Cosmetic Dermatology Center/Chung Settlement

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 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 Defendants' books and records to determine that no Unallowable Costs have been claimed in accordance with the provisions of this paragraph.

13. Defendants agree to cooperate fully and truthfully with the United States' investigation of individuals and entities not released in this Agreement. Upon reasonable notice, Defendants shall encourage, and agree not to impair, the cooperation of its directors, officers, and employees, and shall use its best efforts to make available, and encourage, the cooperation of former directors, officers, and employees for interviews and testimony, consistent with the rights and privileges of such individuals. Defendants further agree to furnish to the United States, upon request, complete and unredacted copies of all non-privileged documents, reports, memoranda of interviews, and records in its possession, custody, or control concerning any investigation of the Covered Conduct that it has undertaken, or that has been performed by another on its behalf.

14. 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 15 (waiver for beneficiaries paragraph), below.

15. 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.

16. As soon as practicable following the Effective Date of this Agreement, the parties to the Civil Action shall promptly sign and file in the Civil Action a Joint Stipulation of Dismissal of the Civil Action pursuant to Rule 41(a)(1).

17. 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 set forth in paragraph 3 above, Relator may seek expenses and attorneys' fees and costs from Defendants.

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

19. 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 Eastern District of Tennessee. 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.

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

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

Skin Cancer and Cosmetic Dermatology Center/Chung Settlement

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


23. This Agreement is binding on Defendants' successors, transferees, heirs, and assigns.

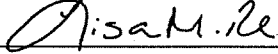
24. This Agreement is binding on Relator's successors, transferees, heirs, and assigns.

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

26. 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

DATED: 5/26/2023 BY: 
JEREMY S. DYKES
Assistant United States Attorney
Eastern District of Tennessee

DATED: 5/26/2023 BY: 
LISA M. RE
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

DATED: _____ BY: _____
DAVID FOUNTAIN
Executive Vice President and General Counsel
Tennessee Valley Authority

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THE UNITED STATES OF AMERICA

DATED: _____

BY: _____
JEREMY S. DYKES
Assistant United States Attorney
Eastern District of Tennessee

DATED: _____

BY: _____
LISA M. RE
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: 06/01/2023

BY: BLEY.PAUL.NICHO LAS.1099873821
Digitally signed by
BLEY.PAUL.NICHOLAS.1099873821
Date: 2023.06.01 07:43:21 -04'00'
SALVATORE M. MAIDA
General Counsel
Defense Health Agency
United States Department of Defense

for

DATED: _____

BY: _____
DAVID FOUNTAIN
Executive Vice President and General Counsel
Tennessee Valley Authority

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THE UNITED STATES OF AMERICA

DATED: _____

BY: _____
JEREMY S. DYKES
Assistant United States Attorney
Eastern District of Tennessee

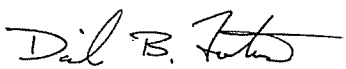
DATED: _____

BY: _____
LISA M. RE
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

DATED: 6/1/2023

BY: 
DAVID FOUNTAIN
Executive Vice President and General Counsel
Tennessee Valley Authority

STATE OF GEORGIA

DATED: 6-1-23

BY: Melanie Simon
MELANIE SIMON
General Counsel
Department of Community Health

DATED: 6-1-23

BY: James Mooney
JAMES MOONEY
Director, Medicaid Fraud Division
Office of Attorney General of Georgia

STATE OF TENNESSEE

DATED: _____

BY: _____
JONATHAN SKRMETTI
Attorney General and Reporter

**DEFENDANTS JOHN Y. CHUNG, M.D. AND
SKIN CANCER AND COSMETIC DERMATOLOGY CENTER**

DATED: _____

BY: _____
JOHN Y. CHUNG, M.D.

DATED: _____

BY: _____
CATHY DORVIL
Chambliss, Bahner & Stophel P.C.
Counsel for Defendants

JANET E. CHAMBERS - RELATOR

DATED: _____

BY: _____
JANET E. CHAMBERS

DATED: _____

BY: _____
MARLAN WILBANKS
Wilbanks & Gouinlock, LLP
Counsel for Relator Janet Chambers

Tennessee Valley Authority
STATE OF GEORGIA

DATED: _____

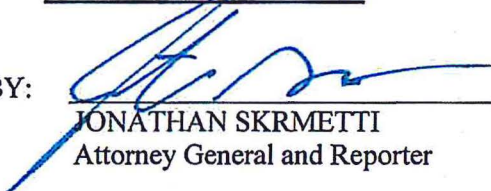
BY: _____
MELANIE SIMON
General Counsel
Department of Community Health

DATED: _____

BY: _____
JAMES MOONEY
Director, Medicaid Fraud Division
Office of Attorney General of Georgia

STATE OF TENNESSEE

DATED: 6/13/23

BY: 
JONATHAN SKRMETTI
Attorney General and Reporter

**DEFENDANTS JOHN Y. CHUNG, M.D. AND
SKIN CANCER AND COSMETIC DERMATOLOGY CENTER**

DATED: _____

BY: _____
JOHN Y. CHUNG, M.D.

DATED: _____

BY: _____
CATHY DORVIL
Chambliss, Bahner & Stophel P.C.
Counsel for Defendants

JANET E. CHAMBERS - RELATOR

DATED: _____

BY: _____
JANET E. CHAMBERS

DATED: _____

BY: _____
MARLAN WILBANKS

Skin Cancer and Cosmetic Dermatology Center/Chung Settlement

STATE OF GEORGIA

DATED: _____ BY: _____
MELANIE SIMON
General Counsel
Department of Community Health

DATED: _____ BY: _____
JAMES MOONEY
Director, Medicaid Fraud Division
Office of Attorney General of Georgia

STATE OF TENNESSEE

DATED: _____ BY: _____
JONATHAN SKRMETTI
Attorney General and Reporter

**DEFENDANTS JOHN Y. CHUNG, M.D. AND
SKIN CANCER AND COSMETIC DERMATOLOGY CENTER**

DATED: 5-22-23 BY: _____
JOHN Y. CHUNG, M.D.

DATED: 5-22-23 BY: _____
CATHY DORVIL
Chambliss, Bahner & Stophel P.C.
Counsel for Defendants

JANET E. CHAMBERS - RELATOR

DATED: _____ BY: _____
JANET E. CHAMBERS

DATED: _____ BY: _____
MARLAN WILBANKS
Wilbanks & Gouinlock, LLP
Counsel for Relator Janet Chambers

STATE OF GEORGIA

DATED: _____ BY: _____
MELANIE SIMON
General Counsel
Department of Community Health

DATED: _____ BY: _____
JAMES MOONEY
Director, Medicaid Fraud Division
Office of Attorney General of Georgia

STATE OF TENNESSEE

DATED: _____ BY: _____
JONATHAN SKRMETTI
Attorney General and Reporter

**DEFENDANTS JOHN Y. CHUNG, M.D. AND
SKIN CANCER AND COSMETIC DERMATOLOGY CENTER**

DATED: _____ BY: _____
JOHN Y. CHUNG, M.D.

DATED: _____ BY: _____
CATHY DORVIL
Chambliss, Bahner & Stophel P.C.
Counsel for Defendants

JANET E. CHAMBERS - RELATOR

DATED: _____ BY: _____
Janet E. Chambers
JANET E. CHAMBERS

DATED: _____ BY: _____
MW
MARLAN WILBANKS
Wilbanks & Gouinlock, LLP
Counsel for Relator Janet Chambers

*Received executed
5/16/23
[Signature]*