SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE ("Settlement Agreement") is entered into this 22nd day of January, 2026 ("Effective Date") by and between Epilepsy and Neurology Medical Consultants, PA and its owner, Marcelo Lancman, MD (hereinafter collectively "Epilepsy"), represented by Riza Dagli, Esq. of Brach Eichler LLC and the State of New Jersey, Office of the State Comptroller, Medicaid Fraud Division ("MFD"). Epilepsy and MFD are hereinafter collectively referred to as the "Parties" and each individually as a "Party."

WHEREAS, MFD conducted an investigation for dates of service between January 1, 2014 and November 9, 2019 and determined that Epilepsy was reimbursed by the Department of Human Services, Division of Medical Assistance and Health Services ("DMAHS") and/or the Managed Care Organizations (MCO) for claims which failed to have necessary supporting documentation for American Medical Association's Current Procedure Terminology (CPT) code 95951, in violation of N.J.S.A. 30:4D-12(d), N.J.A.C. 10:49-9.8, and N.J.A.C. 10:49-5.5 ("Covered Conduct"); and

WHEREAS, MFD determined that, based on the Covered Conduct, Epilepsy received an overpayment from the Medicaid program; and

WHEREAS, MFD issued an Amended Notice of Claim, Certificate of Debt, and Notice of Withhold in this matter and money has been withheld pursuant to the Notice of Withhold by DMAHS and/or its fiscal agent and/or one or more MCO (these funds hereinafter referred to as "Withheld Funds"); and

WHEREAS, the parties desire to amicably resolve the dispute regarding the alleged overpayment and have reached a mutually acceptable resolution of the controversies that exist between them; and

NOW THEREFORE, in consideration of the mutual promises contained herein, as well as for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to settle their dispute on the following terms:

NOW THEREFORE, in consideration of the mutual promises contained herein, as well as for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to settle their dispute on the following terms:

(1) Epilepsy agrees to pay MFD the total sum of Nine Hundred Fifteen Thousand Nine Hundred Ten Dollars and Twenty Nine Cents ($915,910.29) ("Total Payment Amount"), which shall be made according to the following:

i. Epilepsy agrees to allow MFD to apply Withheld Funds as part of the settlement of this matter and MFD agrees that the Withheld Funds will be applied toward the Total Payment Amount set forth in paragraph (1). At present, MFD estimates the Withheld Funds to be approximately $1,221,213.65 ("Estimated Withheld Funds"). Epilepsy waives and relinquishes all rights or claims to $915,910.29 of the Withheld Funds;

ii. Within five (5) days of the execution of this Settlement Agreement, MFD shall notify DMAHS and each MCO immediately to take the necessary steps to terminate withholding of otherwise payable funds. The parties understand that the Withheld Funds cannot be determined until MFD has completed an accounting of such funds. MFD shall make all reasonable efforts to provide to Epilepsy an accounting of Withheld Funds no later than sixty (60) days after the Effective Date of this Settlement Agreement.

iii. In the event that the Withheld Funds are greater than the Total Payment Amount, MFD agrees to return to Epilepsy the amount of Withheld Funds that exceed the Total Payment Amount, no later than thirty (30) days after the accounting of

Withheld Funds.

iv. In the event that the Withheld Funds are less than the Total Payment Amount, Epilepsy agrees to repay such shortage (i.e., the difference between the Total Payment Amount ($915,910.29) and the Withheld Funds) to MFD within thirty (30) days of receipt of the accounting of Withheld Funds ("the Shortage Payment").

(2) Nothing in this Settlement Agreement precludes Epilepsy from disputing the amount of the Withheld Funds by any means permitted by law.

(3) For any payments that may be necessary under the terms of this settlement agreement, payment to MFD shall be by certified check, bank check, or attorney trust check made payable to "Treasurer, State of New Jersey," and shall be mailed or delivered as follows:

Attention: Processing Bureau
Treasurer, State of New Jersey
Division of Revenue
200 Woolverton Street, Building 20
Lockbox 656
Trenton, New Jersey 08646

"Epilepsy – [redacted]" must be included in the memo line so that payment is credited.

(4) As soon as practicable after receipt of the Total Payment Amount from Epilepsy, MFD shall file a Warrant to Discharge with the Clerk of the Superior Court of New Jersey indicating that the Certificate of Debt filed against Epilepsy is satisfied and should be removed from the Court's docketed list of judgments, with a copy of such filing sent to Epilepsy.

(5) In the event that Epilepsy must make a Shortage Payment, and if such payment is more than ten (10) days late, Epilepsy will be in default of this Settlement Agreement, and the total remaining unpaid balance plus interest accruing from the date of default will immediately become due ("the Default Amount"). Should Epilepsy not cure the default within five (5) business days of

receiving notice of default, the Default Amount immediately will be collected through any means available to MFD as provided by law. Epilepsy agrees that a default of this settlement agreement constitutes good cause for exclusion pursuant to N.J.A.C. 10:49-11.1(d), and MFD reserves the right to exclude Epilepsy from the New Jersey Medicaid program until the Default Amount is repaid to MFD.

(6) Epilepsy agrees to act in full compliance with all applicable state and federal laws and regulations, including but not limited to submitting only claims that accurately and completely reflect the services provided. To that end, Epilepsy agrees to only submit claims for services provided for which Epilepsy possesses sufficient documentation to support such claims and will implement policies to ensure that the underlying issues that caused or contributed to the Covered Conduct will be appropriately addressed and thereby not repeated.

(7) The parties agree that this Settlement Agreement is intended to be a final resolution of all issues arising out of the Covered Conduct, referenced above, including MFD's investigation, and is intended by each party to release the other party and its representatives from liability arising out of the Covered Conduct, including MFD's investigation, unless MFD is mandated to act by federal or State law, or mandated by order or judgment of a court or administrative agency (other than MFD).

(8) Nothing in this Settlement Agreement waives the rights of any other state or federal agency, including, among others, the New Jersey Office of Attorney General, from continuing with a pending or beginning a future civil or criminal investigation or other action for alleged conduct concerning Epilepsy or from taking any action for such conduct. Nothing in this Settlement Agreement waives the rights of MFD to conduct an audit or investigation for the improper submission of any claims or conduct not specifically covered by this Settlement Agreement, and to take any action for such conduct, subject to and as limited by applicable law.

(9) The terms of this Settlement Agreement may be modified only by a subsequent written agreement signed by all Parties.

(10) Subject to the express terms of this Settlement Agreement as provided for in paragraphs **1-9 above**, by the signatures set forth below, the authorization of which is hereby affirmed, Epilepsy and MFD agree to the following Release: in consideration of the provision hereof including this release, each party agrees to release the other party and its employees, representatives, officers and directors from liability, obligations and damages arising out of the Covered Conduct and MFD's investigation.

(11) Nothing herein shall constitute an admission, concession, waiver or finding of wrongdoing or liability by any party.

(12) This Settlement Agreement shall be construed, enforced and governed by the laws of the State of New Jersey.

(13) This Settlement Agreement may be executed in Counterparts.

(14) This Settlement Agreement is effective upon the Effective Date reflected on the first page of the Settlement Agreement.

(15) This Settlement Agreement sets forth the entire agreement between and among the parties hereto with respect to the claims described herein and supersedes any other written or oral understanding. This Settlement Agreement does not reflect any other terms or conditions or agreements between or among the parties with respect to any other matter.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto, on the following page, have executed the foregoing Settlement Agreement:

FORM AND CONTENT ACCEPTED AND AGREED TO BY:

EPILEPSY & NEUROLOGY MEDICAL CONSULTANTS

DATE: 1/2/26

By: ______________________________
Marcelo Lancman, MD, Individually
and as authorized signatory for
Epilepsy and Neurology Medical
Consultants

DATE: 1/14/26

/s/ Riza I. Dagli
Riza I. Dagli, Esq.
Brach Eichler LLC
Counsel for Epilepsy and Neurology Medical
Consultants

KEVIN D. WALSH
ACTING STATE COMPTROLLER

DATE: 1/22/26

By: Josh Lichtblau
Josh Lichtblau, Director
Medicaid Fraud Division

DATE: 1/22/26

By: Justin Berardo
Justin Berardo,
Assistant Division Director, Regulatory and
Exclusions
Medicaid Fraud Division

DATE: 1/22/26

By: Tyler Williams

Tyler Williams, Regulatory Officer
Medicaid Fraud Division