

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

UNITED STATES OF AMERICA *ex rel.*)
CRYSTAL DERRICK,)
)
Plaintiff,)
) No. 14 C 4601
v.)
) Judge Rowland
ROCHE DIAGNOSTICS CORP.; ROCHE)
DIABETES CARE, INC.; HUMANA, INC.;)
HUMANA PHARMACY SOLUTIONS,)
INC.; AND HUMANA PHARMACY, INC.)
)
Defendants.)

**RELATOR’S SHARE AGREEMENT
WITH THE UNITED STATES OF AMERICA**

This Relator’s Share Agreement is entered into by and between the United States of America and relator Crystal Derrick (Relator), through their respective counsel, and as preamble to this agreement the United States and Relator state:

Preamble

WHEREAS, the above-captioned complaint was filed by the Relator on behalf of the United States pursuant to 31 U.S.C. § 3730;

WHEREAS, defendants and Relator have entered into a Settlement Agreement (Defendants’ Settlement Agreement) resolving, among other matters, certain allegations in the complaint;

WHEREAS, under the terms of that Settlement Agreement, defendants have agreed to pay \$12,500,000 to the United States to settle the *qui tam* claims brought pursuant to 31 U.S.C. § 3729(a)(1) (“Settlement Amount”);

WHEREAS, the United States and the Relator mutually desire to make a full, complete,

and final settlement of Relator's share of the Settlement Amount pursuant to 31 U.S.C. § 3730(d)(1).

ACCORDINGLY, in reliance upon the representations contained herein and in consideration of the mutual promises, covenants and obligations in this Relator's Share Agreement and the resolution of the claims set forth below, and for good and valuable consideration, receipt of which is by each acknowledged, the United States and Relator agree as follows:

Terms and Conditions

1. The United States agrees to pay Relator \$3,625,000 of the \$12,500,000 settlement amount agreed upon by Relator and the settling defendants. The United States will make this payment within a reasonable time after the United States' receipt of the \$12,500,000 from defendants. The obligation to make this payment by wire transfer to the Relator, c/o Sanford Heisler Sharp, as attorneys for Relator, is expressly conditioned on the receipt by the United States of the Settlement Amount under the Defendants' Settlement Agreement. Should the Defendants fail to make any payment to the United States required by the Defendants' Settlement Agreement, no payment shall be made to the Relator.

2. Relator agrees that the Defendants' Settlement Agreement is fair, adequate, and reasonable under all circumstances, and will not challenge it pursuant to 31 U.S.C. § 3730(c)(2)(B), and expressly waives the opportunity for a hearing on any such objection, pursuant to 31 U.S.C. § 3730(c)(2)(B).

3. Conditioned upon Relator's receipt of the payment described in Paragraph 1, Relator and her, successors, attorneys, agents, and assigns fully and finally releases, waives, and forever discharges the United States, its agencies, officers, agents, employees, and servants, from any claims arising from the filing of this civil action or under 31 U.S.C. § 3730 from any claims

to a share of the proceeds of the Defendants' Settlement Agreement and/or the complaint.

4. Specifically excluded and reserved from those claims released under Paragraph 3 above are (i) any dispute, claim, or defense which may arise between the Relator and the settling defendants regarding attorneys' fees or claims of the Relator under 31 U.S.C. § 3730(d)(1), (ii) Relator's retaliation claim under 31 U.S.C. § 3730(h), and (iii) any claim by Relator to any payment by the defendants to resolve the retaliation claim under 31 U.S.C. § 3730(h).

5. The United States and Relator agree that, if the Defendants' Settlement Agreement is held by the court not to be "fair, adequate, and reasonable," as required under 31 U.S.C. § 3730(c)(2)(B), this Relator's Share Agreement is null and void.

6. This Relator's Share Agreement, together with all of the obligations and terms hereof, shall inure to the benefit of and shall bind assigns, successors-in-interest, or transferees of the United States and Relator.

7. Each of the signatories to this agreement represents that he or she has the full power and authority to enter into this Relator's Share Agreement.

8. This writing constitutes the entire agreement of the United States and Relator with respect to the subject matter of this Relator's Share Agreement and may not be modified, amended, or terminated except by a written agreement signed by the United States and Relator specifically referring to this agreement.

9. This Relator's Share Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same agreement.


10. This Relator's Share Agreement is effective on the date of signature of the last signatory to the Agreement.

11. All parties consent to the United States' disclosure of this Relator's Share

Agreement, and information about this Agreement, to the public.

Dated: 12/18/20

RELATOR



Crystal Derrick
Relator

SANFORD HEISLER SHARP, LLP

Dated: _____

Michael D. Palmer, Esq.
Inayat Ali Hemani, Esq.
1350 Avenue of the Americas, Suite 3100
New York, New York 10019
Tel: (646) 402-5650
Fax: (646) 402-5651
E-mail: mpalmer@sanfordheisler.com
ihemani@sanfordheisler.com

Attorneys for Relator

RELATOR

Dated: _____

Crystal Derrick
Relator

SANFORD HEISLER SHARP, LLP

Dated: 12/23/2020



Michael D. Palmer, Esq.
Inayat Ali Hemani, Esq.
1350 Avenue of the Americas, Suite 3100
New York, New York 10019
Tel: (646) 402-5650
Fax: (646) 402-5651
E-mail: mpalmer@sanfordheisler.com
ihemani@sanfordheisler.com

Attorneys for Relator

THE UNITED STATES OF AMERICA

Dated: _____

LINDA

WAWZENSKI

Digitally signed by LINDA
WAWZENSKI
Date: 2021.01.08 10:27:48
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LINDA A. WAWZENSKI
Assistant United States Attorney
219 South Dearborn Street
Chicago, Illinois 60604
(312) 353-1994
linda.wawzenski@usdoj.gov