

United States District Court
Northern District of California

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

RONDA OSINEK, et al.,

Plaintiffs,

v.

PERMANENTE MEDICAL GROUP, INC,
et al.,

Defendants.

Case No. 13-cv-03891-EMC

**ORDER DENYING THIRD PARTY
MAZIK’S MOTION FOR SHARE OF
SETTLEMENT PROCEEDS**

Docket No. 439

Several qui tam suits were brought against Kaiser entities (“Kaiser”), alleging that Kaiser submitted false claims for payment as part of the Medicare Part C program, also known as Medicare Advantage. Before this Court, six cases were consolidated. The government intervened in part with respect to the consolidated cases. In general, the Court shall use the term “*Osinek* matters” to refer to the consolidated cases and the term “*Osinek*” to refer to the portion of the consolidated cases where the government intervened.

Another qui tam suit was brought against Kaiser in the Eastern District of California. For that suit, filed by Jeffrey Mazik,¹ the government declined to intervene. Subsequently, Kaiser moved to transfer *Mazik* to this District, but both Mazik and the government (as the real party in interest) opposed transfer. The Eastern District court agreed with Mazik and the government, concluding that transfer was not appropriate.

///

¹ As alleged in his complaint, Mazik is the former Senior Practice Leader for Kaiser’s National Compliance Office. He began working for Kaiser in 2008 as an Information Technology Audit Specialist. In March 2012, he became the Senior Practice Leader. In 2017, he was fired. *See* Mot. at 1-2 (citing allegations in Mazik SAC).

1 In January 2026, the *Osinek* matters settled. The main settlement agreement was the
2 agreement covering *Osinek* – *i.e.*, the government’s complaint-in-intervention. The parties to that
3 settlement agreement were:

- 4 • the United States,
- 5 • Kaiser,
- 6 • Osinek (who filed the first qui tam suit), and
- 7 • Taylor (who filed the second qui tam suit).

8 There was also a second settlement agreement covering the portion of the *Osinek* matters where
9 the government declined to intervene.

10 In the main settlement agreement covering the government’s complaint-in-intervention, the
11 government recovered \$556 million plus interest. According to a press release, “[t]he relator share
12 of [that] recovery will be \$95 million” – *i.e.*, about 17% of the \$556 million. Friedman Decl., Ex.
13 B (press release). As indicated above, it appears this relator share will go to Osinek and Taylor.

14 Now pending before the Court is a motion filed by Mazik (*i.e.*, the plaintiff in the non-
15 transferred Eastern District case). Mazik contends that he is entitled to a share of the above
16 settlement proceeds recovered in *Osinek*. Specifically, Mazik asks that he be awarded 8% of the
17 total \$556 million (*i.e.*, \$44.48 million). Mazik maintains that the 8% should be deducted from the
18 government’s share; he does not challenge the 17% that will go to Osinek and Taylor. According
19 to Mazik, adding up the 8% and 17% (*i.e.*, 25% total) would mean the government would still get
20 75%, an allocation consistent with the False Claims Act (“FCA”) statute. *See* 31 U.S.C. §
21 3730(d)(2) (providing that, if the government declines to intervene in a FCA case brought by a qui
22 tam plaintiff, “the person bringing the action or settling the claim shall receive an amount which
23 the court decides is reasonable for collecting the civil penalty and damages[;] [t]he amount shall
24 be not less than 25 percent and not more than 30 percent of the proceeds of the action or
25 settlement”). The government, Osinek, and Taylor all oppose Mazik’s motion. Osinek and
26 Taylor’s opposition, however, is cursory in nature; thus, ultimately, the substantive opposition is
27 from the government.

28 ///

United States District Court
Northern District of California

1 Having considered the parties’ briefs and accompanying submissions, all other evidence of
2 record, and the oral argument of counsel, the Court hereby **DENIES** Mazik’s motion for relief.

3 **I. FACTUAL & PROCEDURAL BACKGROUND**

4 A. Osinek Matters

5 The *Osinek* matters litigated before this Court consist of six cases: *Osinek* (filed in 2013);
6 *Taylor* (filed in 2014); *Arefi* (filed in 2015); *Stein* (filed in 2016), and *Bryant* (filed in 2018). Each
7 case involved allegations about false claims for payment to the government in conjunction with
8 Medicare Advantage.

9 As the Court has explained in a prior order, Medicare Advantage is different from
10 traditional Medicare. With traditional Medicare, the government reimburses health care providers
11 using a fee-for-service system. In contrast to traditional Medicare, Medicare Advantage uses a
12 capitation payment system:

13 Under that system, “private health insurance organizations provide
14 Medicare benefits in exchange for a fixed monthly fee per person
15 enrolled in the program – regardless of actual healthcare usage.”
16 The fixed monthly fee for an enrollee is set as follows. First, there
17 is a predetermined base payment for each enrollee in a Medicare
18 Advantage plan. Second, the base payment is then adjusted “to
19 account for (1) demographic factors such as age and gender (among
20 others) and (2) health status. This is known as risk adjustment.”

21 Risk adjustment is accomplished by assigning each beneficiary a
22 risk score, which “acts as a multiplier that is applied to the
23 [Medicare Advantage] plan’s base rate to determine the overall
24 monthly payment for the beneficiary.” A beneficiary’s risk score is
25 determined through a model called the CMS Hierarchical
26 Conditions Category (“CMS-HCC”) model, which, as indicated
27 above, is based on the patient’s demographic factors and health
28 status. With respect to health status, the model relies on diagnosis
29 codes from the International Classification of Diseases (“ICD”).
30 “ICD diagnosis codes are alphanumeric codes used by healthcare
31 providers, insurance companies, and public health agencies to
32 represent medical conditions; every disease, injury, infection, and
33 symptom has its own code.”

34 *United States ex rel. Osinek v. Permanente Med. Grp., Inc.*, 601 F. Supp. 3d 536, 542 (N.D. Cal.
35 2022).²

36 _____
37 ² Technically, “[t]he CMS-HCC model is prospective in the sense that it uses diagnoses made in a
38 base year (the service year), along with demographic information (such as age and gender, among

1 Generally speaking, because of risk adjustment, if an individual is diagnosed with a serious
2 medical condition, the higher the fixed monthly fee will be under the Medicare Advantage
3 program. Risk adjustment can be fraudulent if a false diagnosis is rendered. In other words, for a
4 given enrollee, if a false diagnosis is issued, then (1) the health status of the enrollee would be
5 deemed more serious than it actually was, and (2) the health insurance organization would get a
6 higher monthly payment from the government for that enrollee.

7 In the case at bar, all *Osinek* matters asserted false claims for payment in conjunction with
8 Medicare Advantage because of improper risk adjustment. However, the government chose to
9 intervene in the *Osinek* matters only in part: “Specifically, the United States intervenes on the
10 allegations that [Kaiser] submitted, or caused to be submitted, false claims for risk-adjustment
11 payments **based on diagnoses improperly added via addenda** under Medicare Part C from the
12 years 2009 until present. The United States declines to intervene on all other allegations.” Docket
13 No. 64 (Not. ¶ 1) (emphasis added). Thus, the government’s case was based on a specific factual
14 predicate: false diagnoses were added via addenda – and by Kaiser doctors specifically. *See*
15 Docket No. 240 (U.S. FAC ¶ 1) (alleging that “Kaiser mined Medicare Advantage patient medical
16 files for potential additional diagnoses” and “then pressed *its* physicians to add the diagnoses to
17 medical records retrospectively using an addendum to make it appear as if the conditions had been
18 addressed in some way during the patient visit when in fact they had not”) (emphasis added).

19 While the government made the decision to intervene in part, it did not take any position
20 on how first-to-file rule codified in the FCA applied to each relator in the *Osinek* matters . *See* 31
21 U.S.C. § 3730(b)(5) (providing that, “[w]hen a person brings an action under this subsection, no
22 person other than the Government may intervene or bring a related action based on the facts
23 underlying the pending action”); *see also United States ex rel. Lujan v. Hughes Aircraft Co.*, 243
24 F.3d 1181, 1187 (9th Cir. 2001) (noting that the purpose of the first-to-file rule is twofold: (1) “to
25 promote incentives for whistle-blowing insiders” and (2) “[to] prevent opportunistic successive

26
27
28

others), to predict costs for Medicare benefits and adjust payments for the following year (the
payment year).” *Osinek*, 601 F. Supp. 3d at 542-43 (internal quotation marks omitted).

1 plaintiffs”). The first-to-file bar was an issue litigated among Kaiser and the various relators.

2 That being said, the Court’s first-to-file order, *see* Docket No. 171 (order), did have an
 3 impact – at the very least, a practical one – on the government’s complaint-in-intervention. Based
 4 on the Court’s order, only two relators had claims that were not barred by the first-to-file rule **and**
 5 that were covered by the government’s complaint-in-intervention: (1) Osinek and (2) Taylor.

- 6 • Osinek met this criteria because she had filed the very first qui tam suit and because
- 7 she alleged that Kaiser doctors in California added false diagnoses via addenda.
- 8 • Taylor met this criteria because, even though he did not file the first qui tam suit,
- 9 he was the first relator to allege that Kaiser doctors in other states – including
- 10 Colorado – added false diagnoses via addenda.

11 In each case, the addenda was alleged to have been “upcoded” internally by Kaiser doctors – the
 12 same position taken by the government in its complaint-in-intervention.

13 For purposes of the pending motion, it is worth noting that Taylor also had claims that
 14 were not barred by the first-to-file rule but where the government did **not** intervene. For example,
 15 Taylor alleged that non-Kaiser (*i.e.*, external) doctors also made false diagnoses. In contrast to
 16 Taylor, the government focused solely on Kaiser (*i.e.*, internal) doctors. *See, e.g.*, Docket No. 240
 17 (U.S. FAC ¶ 1) (alleging that “Kaiser mined Medicare Advantage patient medical files for
 18 potential additional diagnoses” and “then pressed *its* physicians to add the diagnoses to medical
 19 records retrospectively using an addendum to make it appear as if the conditions had been
 20 addressed in some way during the patient visit when in fact they had not”) (emphasis added).

21 B. Mazik

22 In his case filed in the Eastern District of California, Mazik also claims Kaiser made false
 23 claims for payment because of improper risk adjustment. While *Mazik* and *Osinek* (*i.e.*, the
 24 government’s complaint-in-intervention) are thus similar in a general sense, there are important
 25 differences between the two cases. Most notably:

- 26 (1) *Osinek* focused on false diagnoses issued by **Kaiser (*i.e.*, internal) doctors**
- 27 whereas *Mazik* focused on false diagnoses issued by **non-Kaiser (*i.e.*, external)**
- 28 **doctors**. *Compare, e.g.*, Docket No. 240 (U.S. FAC ¶ 1) (“The allegations in this

1 Amended Complaint concern Kaiser’s efforts to increase its Medicare revenue by
 2 systematically pressuring **its** physicians to add diagnoses that did not appear in the
 3 original visit note” – “retrospectively using an addendum to make it appear as if the
 4 conditions had been addressed in some way during the patient visit when in fact
 5 they had not.”) (emphasis added), *with Mazik* Docket No. 122 (Order at 4)
 6 (“According to [Mazik], since 2008 at the latest, defendants have schemed to
 7 defraud the federal government by allowing **external**, i.e., ‘non-Kaiser,’ healthcare
 8 providers to submit false diagnosis codes, which defendants in turn submit to CMS
 9 in order to inflate their capitation rates.”) (emphasis added).

10 (2) *Osinek* described Kaiser being **alerted** to improper upcoding **when, e.g., audits**
 11 **were conducted but then doing nothing in response.** *See, e.g.,* Docket No. 240
 12 (U.S. FAC ¶ 12) (alleging that “Kaiser ignored numerous red flags and internal
 13 warnings that it was violating Medicare rules, including concerns raised by its own
 14 physicians that these were false claims and audits by its own compliance office
 15 identifying the issue of inappropriate addenda”). In contrast, *Mazik* alleged that
 16 Kaiser contracted with **third-party vendors (such as McKesson and Verisk) to**
 17 **use their software applications** to ensure that the Medicare Advantage billing was
 18 correct. *See* Mot. at 5. “*Mazik* discovered that Kaiser **intentionally failed** to use
 19 [the third-party vendors’] fraud-detection tools Specifically, Kaiser
 20 **intentionally misused** these programs by setting them at minimum capacity and
 21 disabling key features to purposely reduce the changes of detecting false diagnoses
 22 data errors.” Mot. at 5 (emphasis added). In other words, *Osinek* proceeded with
 23 the assumption that the audits that revealed errors were valid, whereas *Mazik*
 24 challenged the validity of the audits themselves.

25 Significantly, *Mazik* drew these very distinctions in arguing before Judge Drozd (the
 26 presiding judge in *Mazik*) that the first-to-file rule did not bar his case and/or that his case should
 27 not be transferred to this District. And these differences in focus led Judge Drozd to conclude that
 28 the first-to-file rule did not bar all of *Mazik*’s case/or that *Mazik* should not be transferred to the

1 Northern District. However, Mazik now maintains that his case and *Osinek* are similar such that
2 he is entitled to a share of the *Osinek* settlement proceeds. Mazik claims, for instance, that in both
3 *Osinek* and *Mazik*, the same injury was suffered by the government. *See* Mot. at 12. He also
4 suggests that, if Kaiser had not “deliberate[ly] tamper[ed]” with the compliance software (*i.e.*, the
5 subject of *Mazik*), then the software “would have detected the scheme [described in *Osinek*] and
6 precluded Kaiser from engaging in it.” Mot. at 13 (emphasis added). Mazik further maintains
7 that, without his “filings and disclosures[,] the United States would have been unable to articulate
8 the one-way data mining set forth in its amended complaint-in-intervention.” Mot. at 18.

9 C. Timeline

10 In evaluating whether Mazik is entitled to a share of the settlement proceeds in *Osinek* (the
11 government’s complaint-in-intervention), the Court bears in mind the events that have taken place
12 in both *Mazik* and the *Osinek* matters.

- 13 • **8/22/2013.** The qui tam plaintiff in *Osinek* filed her complaint in the Northern
14 District of California. *See* Docket No. 1 (complaint). The complaint was filed
15 under seal as required by the FCA.
- 16 • **2014-2018.** Four additional qui tam suits were filed (under seal) against Kaiser:
17 *Taylor* (filed in 2014), *Arefi* (filed in 2015), *Stein* (filed in 2016), and *Bryant* (filed
18 in 2018). The complaints were either filed in or transferred to the Northern District
19 of California.
- 20 • **4/1/2019.** Mazik filed his case in the Eastern District of California (No. C-19-0559
21 DAD-JAP). *See Mazik* Docket No. 1 (complaint).
- 22 • **2/10/2020.** Yet another qui tam suit was filed against Kaiser: *Bicocca*. The case
23 was filed in the Eastern District of California but was later transferred to the
24 Northern District.
- 25 • **7/13/2020.** The United States declined to intervene in *Mazik*. *See Mazik* Docket
26 No. 18 (notice). Judge Mendez unsealed the *Mazik* complaint. *See Mazik* Docket
27 No. 20 (order). (Judge Mendez was the judge who presided over *Mazik* before
28 Judge Drozd.)

- 1 • **4/2/2021.** Mazik filed an amended complaint. *See Mazik* Docket No. 48 (FAC).
- 2 • **4/19/2021 and 5/21/2021.** Mazik served on the United States two supplemental
- 3 disclosure statements which were related to the alleged false claims pled in his
- 4 FAC. *See Friedman Decl.* ¶ 11; *see also Friedman Decl.* ¶¶ 5-9 (describing
- 5 documents provided to the government as part of the second supplemental
- 6 disclosure – *e.g.*, a 2013 internal report on Reimbursement Compliance from the
- 7 Audit and Compliance Committee, a document of results of the 2012 HCC audit
- 8 probe using 2011 data showing 89% accuracy rate, the CMS Medicare Advantage
- 9 Fraud Handbook, a copy of an April 2015 snapshot of Kaiser’s claims metrics, a
- 10 copy of McKesson ClaimsXten documentation comparing McKesson functionality
- 11 with the functionality of a competitor).
- 12 • **6/25/2021.** This Court consolidated the six qui tam suits that were pending in the
- 13 Northern District of California: *Osinek* (filed in 2013), *Taylor* (filed in 2014), *Arefi*
- 14 (filed in 2015), *Stein* (filed in 2016), *Bryant* (filed in 2018), and *Bicocca* (filed in
- 15 2020). *See* Docket No. 61 (order).
- 16 • **7/27/2021.** The government elected to intervene in part with respect to the six
- 17 consolidated suits in the Northern District (*i.e.*, the *Osinek* matters). “Specifically,
- 18 the United States intervenes on the allegations that [Kaiser] submitted, or caused to
- 19 be submitted, false claims for risk-adjustment payments **based on diagnoses**
- 20 **improperly added via addenda** under Medicare Part C from the years 2009 until
- 21 present. The United States declines to intervene on all other allegations.” Docket
- 22 No. 64 (Not. ¶ 1) (emphasis added).
- 23 • **7/29/2021.** This Court unsealed the complaints in the six consolidated cases. *See*
- 24 Docket No. 65 (order).
- 25 • **10/25/2021.** The United States filed its complaint-in-intervention in *Osinek*. *See*
- 26 Docket No. 110 (U.S. Compl.). The complaint-in-intervention focused on Kaiser’s
- 27 health plans and provider medical groups in Northern California, Southern
- 28 California, and Colorado specifically. *See* Docket No. 110 (U.S. Compl. ¶ 19).

1 (Osinek’s case was California-centric; Taylor’s extended more broadly, including
2 Colorado.) The United States alleged that Kaiser had engaged in “data mining”
3 and “chart review,” where it would use “automated algorithms and/or human
4 reviewers to identify new diagnoses for a patient,” and then “pressure [its]
5 physicians to improperly add these diagnoses” “via addenda.” Docket No. 110
6 (U.S. Compl. ¶¶ 7-9); *see also* Docket No. 110 (U.S. Compl. ¶ 11) (“Through these
7 coordinated and systematic efforts to have physicians create retrospective addenda
8 to patient medical records with diagnoses that did not exist or were unrelated to the
9 medical visit, Kaiser improperly submitted thousands upon thousands of diagnoses
10 to CMS as claims for payment.”).

- 11 • **12/1/2021.** The United States declined to intervene with respect to Mazik’s FAC.
12 *See* Docket No. 62 (notice). The following day, Judge Mendez unsealed the *Mazik*
13 FAC. *See* Docket No. 63 (order).
- 14 • **1/3/2022.** Judge Mendez approved a stipulation submitted by the parties, staying
15 *Mazik* pending this Court’s decision on Kaiser’s motion to dismiss in the *Osinek*
16 matters based on the first-to-file rule.³ *See* Docket No. 69 (stipulation and order).
- 17 • **5/5/2022.** This Court issued its first-to-file order. *See* Docket No. 171 (order).
18 The Court’s first-to-file order dismissed Arefi and Stein’s cases in their entirety. It
19 also found that most of Taylor’s, Bryant/Hernandez’s, and Bicocca’s cases barred
20 by the first-to-file rule, but not all. *See* Docket No. 171 (Order at 46). Bicocca
21 voluntarily dismissed his claims that were not barred. *See* Docket No. 159 (notice).
22 Thus, as a practical matter, the parties involved in the *Osinek* matters thereafter
23 were: the United States, Osinek, Taylor, Bryant/Hernandez, and Kaiser. However,
24 as discussed above, the only two relators that were not subject to the first-to-file bar
25 **and** that had claims covered by the government’s complaint-in-intervention were

26
27 ³ *See* 31 U.S.C. § 3730(b)(5) (“When a person brings an action under this subsection, no person
28 other than the Government may intervene or bring a related action based on the facts underlying
the pending action.”).

1 (1) Osinek and (2) Taylor.

- 2 • **7/13/2022.** Kaiser filed a motion to dismiss in *Mazik*, in part based on the first-to-
- 3 file rule. *See Mazik* Docket No. 78 (motion).
- 4 • **12/12/2022.** The United States filed an amended complaint-in-intervention in
- 5 *Osinek*. *See* Docket No. 240 (U.S. FAC). This was in response to a Court order
- 6 granting in part Kaiser’s motion to dismiss the original complaint-in-intervention.
- 7 *See, e.g.*, Docket No. 223 (Order at 14) (holding that the only *systemic* scheme
- 8 sufficiently pled by the government was with respect to one diagnosis only
- 9 (cachexia); but giving the government “leave to amend . . . to expand the scope of
- 10 its allegations on clinically false diagnoses”).
- 11 • **2/13/2024.** Judge Drozd (to whom the *Mazik* case had been reassigned) granted in
- 12 part and denied in part the first-to-file motion in *Mazik*. *See Mazik* Docket No. 104
- 13 (order). More about the order is discussed *infra*.
- 14 • **3/26/2024.** *Mazik* filed a second amended complaint. *See Mazik* Docket No. 107
- 15 (SAC).
- 16 • **4/8/2024.** Kaiser moved to transfer *Mazik* to the Northern District of California.
- 17 *See Mazik* Docket No. 109 (motion). *Mazik* opposed the motion. *See* Docket No.
- 18 114 (opposition by Mr. *Mazik*). Although the government had declined to
- 19 intervene in *Mazik*, it still remained the real party in interest and thus filed a
- 20 statement. Like *Mazik*, the government also opposed transfer. *See Mazik* Docket
- 21 No. 111 (statement by United States).
- 22 • **6/14/2024.** Judge Drozd denied Kaiser’s motion to transfer. *See Mazik* Docket No.
- 23 122 (order). More about this order is discussed *infra*. *Mazik*’s case remains
- 24 pending in the Eastern District of California.

25 D. Rulings in *Mazik*

26 As indicated by the above, Judge Drozd issued two orders of note in *Mazik*: (1) his order

27 finding that part of *Mazik*’s case was subject to the first-to-file rule, *see Mazik* Docket No. 104

28 (order), and (2) his order denying Kaiser’s motion to transfer to the Northern District. *See Mazik*

1 Docket No. 122 (order).

2 1. First-to-File Order

3 In the first order, Judge Drozd considered whether Mazik’s FAC was subject to the first-to-
4 file bar based on *Taylor* (one of the *Osinek* matters). See *Mazik* Docket No. 104 (Order at 10-11).
5 As noted above, the government’s complaint-in-intervention covered part of *Taylor* – *i.e.*, that part
6 which implicated false diagnoses via addenda made by Kaiser doctors. However, the government
7 did not intervene with respect to other parts of *Taylor* – *e.g.*, Taylor’s claim that non-Kaiser (*i.e.*,
8 external) doctors engaged in improper upcoding.⁴ Although Judge Drozd did not expressly state
9 why he compared *Mazik* to *Taylor*, implicitly, it was because, like *Mazik*, part of *Taylor* focused
10 on improper upcoding by non-Kaiser doctors (whereas *Osinek*, the first qui tam suit, addressed
11 only improper upcoding by Kaiser doctors). In other words, Judge Drozd was comparing the
12 declined part of *Taylor* (in which the government chose not to intervene) to *Mazik*.

13 Mazik argued to Judge Drozd that there was no first-to-file bar as a result of the declined
14 part of *Taylor* because, *e.g.*, he was ““the first to put the government on notice about Kaiser’s
15 practice of acquiring and utilizing recognized fraud-detecting programs to make it *appear* as
16 though it has a robust compliance operation, but purposefully *configuring* those programs to
17 overlook readily identifiable instances of fraud.””⁵ *Mazik* Docket No. 104 (Order at 12) (emphasis
18 added). This basis of fraud – invalidity of the audit – differed from that asserted in the declined
19 part of *Taylor*. Judge Drozd found this reasoning persuasive. He held that Mazik’s “FCA claim is
20 barred by the first-to-file rule **except** to the extent [he] alleges that defendants deliberately
21 tampered with compliance software to ensure that it did not identify erroneous diagnosis codes.”
22 *Mazik* Docket No. 104 (Order at 12) (emphasis added). Specifically, Mazik’s “federal FCA claim
23

24 _____
25 ⁴ See Docket No. 171 (Order at 46) (in this Court’s order on the first-to-file rule, comparing
Osinek and *Taylor* and finding that the first-to-file rule barred all of *Taylor* except, *e.g.*, to the
extent Taylor pled “a fraud based on improper coding by external providers”).

26 ⁵ As indicated above, the programs were provided by third-party vendors such as McKesson and
27 Verisk. See *Mazik* Docket No. 122 (Order at 4). As alleged, Kaiser “tampered” with the programs
“by disabling key features, in order to reduce the chances of detecting claims errors.” *Mazik*
28 Docket No. 122 (Order at 4-5) (noting as an example that Kaiser allegedly deactivated 25 of the 54
rules used by the McKesson program known as “ClaimsXten”).

1 is barred insofar as it alleges a general fraudulent scheme wherein defendants knowingly requested
2 CMS reimbursements premised on erroneous diagnosis codes.” *Mazik* Docket No. 104 (Order at
3 13). But

4 [t]he Taylor Complaint describes various Kaiser entities discovering
5 errors in the diagnosis codes via audits and then failing to act on
6 those discoveries. By contrast, here relator’s allegations in his FAC
7 describe defendants’ decision to disable compliance software so that
8 the audits would *not* identify erroneous codes and defendants would
9 not discover the errors in the first place.

10 *Mazik* Docket No. 104 (Order a 13) (emphasis in original). There was “nothing in [*Taylor*] that
11 would have prompted the government to question the validity of the audits.” *Mazik* Docket No.
12 104 (Order at 14). Thus, Judge Drozd allowed this part of *Mazik* to proceed. Significant to the
13 motion at bar, this part of *Mazik* was independent of not only (1) the declined part of *Taylor* but
14 also (2) the government’s complaint-in-intervention in the *Osinek* matters (which focused solely
15 on upcoding by Kaiser doctors and which did not include allegations of deliberate tampering with
16 the compliance software).

17 2. Transfer Order

18 In the second order, Judge Drozd considered Kaiser’s motion to transfer what remained in
19 *Mazik* to the Northern District of California.

20 In his papers, *Mazik* focuses on the fact that the government opposed transfer. While that
21 is true, *Mazik* himself also opposed transfer to the Northern District. Notably, *Mazik* took the
22 position that, from an efficiency/economy standpoint, it did not make sense to transfer *Mazik* so
23 that it could essentially be consolidated with the *Osinek* matters in the Northern District. *Mazik*
24 argued, *e.g.*, as follows:

- 25 • “[T]he factual basis for proving *Mazik*’s claim is not present in the consolidated
26 cases [in the Northern District]. None of the evidence concerning Kaiser’s
27 contracts with third-party vendors for fraud detection software, Defendants’
28 determination to turn off certain functionality on that software, or Relator’s
extensive interactions with Kaiser management regarding its mis- or non-use and
resulting overpayment, is material to the *Osinek* actions. Yet, this evidence forms

1 the basis for Mazik’s claims. And while the United States in *Osinek* will focus on
2 proof that Kaiser providers added false diagnostic codes in addenda after patient
3 encounters, Mazik will focus on a different compliance system and database, to
4 show Kaiser tampered with it to allow fraudulent claims by non-Kaiser providers.”
5 *Mazik* Docket No. 114 (Mazik Opp’n at 10).

- 6 • “Whether Kaiser is responsible for false claims caused by its tampering with
7 compliance software for detecting fraudulent claims by outside providers would be
8 a determination that is simply unaffected by a different judicial determination that
9 Kaiser physicians did or did not use false diagnosis codes to record patient
10 encounters. And vice versa.” *Mazik* (Docket No. 114) (Opp’n at 11).

11 In his order, Judge Drozd largely agreed with Mazik. Judge Drozd noted that there were
12 “some high-level similarities between *Mazik* and the *Osinek* matters” in that “[b]oth involve
13 defendants’ alleged violations of the federal FCA via incorrect diagnoses and deficient compliance
14 programs.” *Mazik* Docket No. 122 (Order at 17). But, after Judge Drozd’s ruling on the first-to-
15 file issue, “the scope of *Mazik* is different from that of the *Osinek* matters”: “[t]he FCA claim in
16 *Mazik* is predicated on defendants’ alleged tampering with compliance software, while the FCA
17 claims in the *Osinek* matters is almost entirely predicated on defendants’ providers allegedly
18 adding false diagnostic codes in addenda after patient encounters.” *Mazik* Docket No. 122 (Order
19 at 16). Accordingly, Judge Drozd found that “the lack of factual similarity between the actions
20 undercuts defendants’ claim that consolidation would promote efficiency in discovery and case
21 management.” *Mazik* Docket No. 122 (Order at 17).

22 Judge Drozd also went on to note that there was potential for delay if there were to be
23 consolidation:

24 Consolidating *Mazik* with the *Osinek* matters appears likely to
25 disrupt the laboriously negotiated schedule currently in place in the
26 cases pending before Judge Chen in the Northern District.
27 Moreover, transfer runs the risk of injecting [Mr. Mazik] into
28 discovery disputes *with little relation to his action given the factual
dissimilarity of his federal FCA claim*. Accordingly, the court
concludes that the potential for delay weighs strongly in favor of
denying the pending motion.

1 *Mazik* Docket No. 122 (Order at 18) (emphasis added).

2 Ultimately, Kaiser’s motion to transfer *Mazik* to the Northern District was denied.

3 E. Settlement Agreements in *Osinek*

4 After Judge Drozd denied Kaiser’s motion to transfer, *Mazik* continued to be litigated in
5 the Eastern District while the *Osinek* matters continued to be litigated in the Northern District. In
6 January 2026, this Court received notice that the *Osinek* matters had settled.

7 The settlement of the *Osinek* matters technically involves two agreements:

8 (1) The 1/14/2026 Settlement Agreement addressing the U.S.’s complaint-in-intervention.
9 *See* Friedman Decl., Ex. A (settlement agreement); *see also* Docket No. 421
10 (stipulation of dismissal entered into by the United States, Osinek, Taylor, and Kaiser).

11 As noted above, this is the main settlement agreement. The agreement reflects that the
12 only relators who had claims that were not barred by the first-to-file rule **and** that were
13 covered by the government’s complaint-in-intervention (focusing on false diagnoses
14 made by Kaiser doctors via addenda) were Osinek and Taylor.

15 (2) The 1/14/2026 Declined Claims Agreement. *See* Docket No. 423 (stipulation of
16 dismissal entered into by Bryant/Hernandez, Taylor, and Kaiser). This secondary
17 agreement reflects that the government did not intervene on all aspects of the *Osinek*
18 matters, including part of *Taylor*.

19 The main settlement agreement addressing the United States’s complaint-in-intervention
20 specifically stated that it released Kaiser from liability only with respect to “Covered Conduct,”
21 defined as conduct implicated in the operative complaint-in-intervention filed by the government.
22 *See* Opp’n at 3; Friedman Decl., Ex. A (Sett. Agmt. ¶ I) (“The United States contends that it has
23 certain civil claims against the Defendants for the time period between 2009 and 2018, as
24 specified in the United States’ Amended Complaint-in-Intervention. That conduct is referred to
25 herein as the ‘Covered Conduct.’”).

26 ///

27 ///

28 ///

1 **II. DISCUSSION**

2 A. Legal Standard

3 Mazik contends that he is entitled to a share of the main settlement agreement – *i.e.*, the
4 first settlement agreement involving the United States, Osinek, Taylor, and Kaiser. He argues that
5 his entitlement to a share is required by the FCA statute, specifically 31 U.S.C. § 3730(c)(5).

6 Before the Court focuses on that provision, it first provides a brief overview of the FCA
7 statute. Under the FCA, “[a] person may bring a civil action for a violation of section 3729
8 [addressing false claims for payment to the government] for the person and for the United States
9 Government. The action shall be brought in the name of the Government.” *Id.* § 3730(b)(1).
10 “When a person brings an action under this subsection, **no person** other than the Government may
11 intervene or bring a related action based on the facts underlying the pending action.” *Id.* §
12 3730(b)(5) (emphasis added). As noted above, this is the first-to-file provision.

13 The government has two options when a qui tam suit is filed pursuant to the FCA.

- 14 • **Intervene.** “If the Government proceeds with the action, it shall have the primary
15 responsibility for prosecuting the action, and shall not be bound by an act of the
16 person bringing the action. Such person shall have the right to continue as a party
17 to the action, subject to [certain] limitations” *Id.* § 3730(c)(1). “If the
18 Government proceeds with an action brought by a person under subsection (b),
19 such person shall, subject to the second sentence of this paragraph, receive at least
20 15 percent but not more than 25 percent of the proceeds of the action or settlement
21 of the claim, depending upon the extent to which the person substantially
22 contributed to the prosecution of the action.” *Id.* § 3730(d)(1).
- 23 • **Decline intervention.** “If the Government elects not to proceed with the action,
24 the person who initiated the action shall have the right to conduct the action.” *Id.* §
25 3730(c)(3). “If the Government does not proceed with an action under this section,
26 the person bringing the action or settling the claim shall receive an amount which
27 the court decides is reasonable for collecting the civil penalty and damages. The
28 amount shall be not less than 25 percent and not more than 30 percent of the

1 proceeds of the action or settlement and shall be paid out of such proceeds.” *Id.* §
2 3730(d)(2).

3 Section 3730(c)(5) is the FCA provision on which Mazik relies in support of the pending
4 motion. Section 3730(c)(5) states:

5 Notwithstanding subsection (b) [actions by private persons], the
6 Government may elect to pursue its claim through any alternate
7 remedy available to the Government, including any administrative
8 proceeding to determine a civil money penalty. If any such alternate
9 remedy is pursued in **another proceeding**, the person initiating the
10 action shall have the same rights in such proceeding as such person
11 would have had **if the action had continued under this section**.

12 *Id.* § 3730(c)(5) (emphasis added). The Ninth Circuit has explained § 3730(c)(5) as follows: “If
13 the government **declines** to intervene but instead ‘pursue[s] its claim through any alternate
14 remedy,’ the relator [in the declined suit] remains entitled to the same share of the recovery to
15 which she would have been entitled **had the government pursued its claim by intervening in
16 the relator’s qui tam action.**” *United States ex rel. Barajas v. United States*, 258 F.3d 1004,
17 1005 (9th Cir. 2001) (emphasis added).

18 An alternate remedy under § 3730(c)(5) is a remedy achieved
19 through the government’s **pursuit of a claim after it has chosen
20 not to intervene** in a qui tam relator’s FCA action. The use of the
21 term “alternate remedy” makes clear that the government must
22 choose one remedy or the other; it cannot choose both. If the
23 government chooses to intervene in a relator’s action, and if the
24 government recovers any proceeds in the action, the relator has a
25 right to a share of those proceeds. If the government chooses not to
26 intervene in the relator’s action, but, instead, chooses to pursue “any
27 alternate remedy,” the relator has a right to recover a share of the
28 proceeds of the “alternate remedy” to the same degree that he or she
would have been entitled to a share of the proceeds of an FCA
action.

Id. at 1010 (emphasis added).

23 B. First-to-File Rule

24 Mazik invokes § 3730(c)(5) in support of his contention that he is entitled to a share of the
25 *Osinek* settlement proceeds. But before getting to § 3730(c)(5) as applied to Mazik, the Court
26 must take into account the first-to-file rule. *See* 31 U.S.C. § 3730(b)(5) (“When a person brings an
27 action under this subsection, no person other than the Government may intervene or bring a related
28 action based on the facts underlying the pending action.”). To the extent part of *Mazik* was based

1 (at one point) on the same factual predicate as that in *Osinek*, Mazik cannot claim a share of the
 2 *Osinek* settlement because of the first-to-file bar. *See United States ex rel. Dhillon v. Endo*
 3 *Pharms.*, 617 Fed. Appx. 208, 212 (3d Cir. 2015) (“Only the first-filed Relator is entitled to a
 4 Relator’s share award from a settlement, and Dhillon is not a first-filed Relator.”). Mazik does not
 5 make any argument to the contrary.

6 The Court also takes into consideration that Judge Drozd allowed part of *Mazik* to survive
 7 – when comparing *Mazik* to *Taylor* – because part of *Mazik* focused on different conduct. As
 8 noted above, while *Taylor* focused on a theory that audits alerted Kaiser to improper coding,
 9 *Mazik* focused on the theory that Kaiser tampered with compliance (*i.e.*, auditing) software. To be
 10 sure, here, Judge Drozd was comparing *Mazik* to the part of *Taylor* where the government
 11 *declined* to intervene (*i.e.*, addressing non-Kaiser doctors). However, that underscores the even
 12 greater difference between *Mazik* and the government’s complaint-in-intervention; while the
 13 former focused on non-Kaiser doctors, the latter focused solely on Kaiser doctors.

14 C. Alternate Proceeding for the Same Claim

15 The Court next considers that, in order for Mazik to get a share of the *Osinek* settlement
 16 under § 3730(c)(5), the government would have had to – in effect – pursued and/or settled
 17 **Mazik’s** FCA claim in *Osinek*. *See United States ex rel. Bledsoe v. Cmty. Health Sys.*, 342 F.3d
 18 634, 650 (6th Cir. 2003) (“We . . . hold that a settlement pursued by the government in lieu of
 19 intervening in a qui tam action asserting **the same FCA claims** constitutes an ‘alternate remedy’
 20 for purposes of 31 U.S.C. § 3730(c)(5).”) (emphasis added); *Rille v. PricewaterhouseCoopers*
 21 *LLP*, 803 F.3d 368, 373 (8th Cir. 2015) (“[A] relator seeking recovery must establish that ‘there
 22 exists [an] **overlap** between Relator’s allegations and the conduct discussed in the settlement
 23 agreement.’”) (emphasis added); *United States ex rel. Conyers v. Conyers*, 108 F.4th 351, 354,
 24 358 (5th Cir. 2024) (“Courts applying this provision [§ 3730(c)(5)] permit the relator to recover
 25 only insofar as the settled claim ‘**overlaps**’ with the relator’s claim.”) (emphasis added); *cf. United*
 26 *States ex rel. Kennedy v. Novo A/S*, 5 F.4th 47, 58 (D.C. Cir. 2021) (“[F]actual overlap is
 27 *necessary* for an alternative proceeding to be an ‘alternate remedy’ within the meaning of
 28 subsection 3730(c)(5).”) (emphasis in original).

1 Mazik has failed to cite any authority that interprets § 3730(c)(5) in a different way. That
 2 being the case, his motion for a share of the settlement proceeds in *Osinek* fails. As indicated
 3 above, the claims the government pursued in *Osinek* were materially different from those pursued
 4 by Mazik in his case. First, *Osinek* focused on upcoding by internal (Kaiser) providers
 5 (specifically, via addenda) while *Mazik* focused on upcoding by external providers. Second,
 6 *Osinek* focused on the theory that audits revealed improper coding but Kaiser did nothing in
 7 response; meanwhile, *Mazik* focused on Kaiser deliberately tampering with compliance (*i.e.*,
 8 auditing) software.

9 At the hearing, Mazik protested that the government did, in fact, settle his FCA claim
 10 because:

- 11 • The main settlement agreement stated that the United States released Kaiser “from
 12 any civil or administrative monetary claim the United States has for the Covered
 13 Conduct,” Friedman Decl., Ex. A (Sett. Agmt. ¶ 4);
- 14 • “Covered Conduct” was defined by reference to the government’s operative
 15 complaint-in-intervention, *see* Friedman Decl., Ex. A (Sett. Agmt. ¶ I) (stating that
 16 “[t]he United States contends that it has certain civil claims against [Kaiser] for the
 17 time period between 2009 and 2018, as specified in the United States’ Amended
 18 Complaint-in-Intervention[;] [t]hat conduct is referred to herein as the ‘Covered
 19 Conduct’”);
- 20 • The government’s operative complaint-in-intervention broadly alleged, *e.g.*, that
 21 Kaiser had “presented or caused to be presented false claims for risk-adjustment
 22 payments in the form of improper diagnosis codes for [Kaiser’s] Medicare
 23 patients,” Docket No. 240 (U.S. FAC ¶ 379); and
- 24 • Mazik also asserted in his case that there were false diagnosis codes that resulted in
 25 improper risk-adjustment payments by the government to Kaiser.

26 But Mazik’s position lacks merit. The government’s complaint-in-intervention focused solely on
 27 Kaiser “min[ing] Medicare Advantage patient medical files for potential additional diagnoses” and
 28 then “press[ing] its physicians to add the diagnoses to medical records retrospectively using an

1 addendum to make it appear as if the conditions had been addressed in some way during the
2 patient visit when in fact they had not.” Docket No. 240 (U.S. FAC ¶ 1). As Mazik conceded at
3 the argument herein, there is not a single reference in the government’s pleading to upcoding by
4 external non-Kaiser doctors nor is there any allegation that Kaiser misused third party software in
5 effectuating that upcoding. Instead, Mazik’s position is predicated on **isolating** a single allegation
6 from the government’s operative complaint-in-intervention (¶ 379) that essentially summarizes in
7 a general way the allegations of Kaiser’s fraud in upcoding. Mazik ignores (1) an almost-
8 immediately preceding allegation (in ¶ 377) which incorporates by reference all prior allegations
9 in the operative pleading, *see* Docket No. 240 (U.S. FAC ¶ 377) (“The United States repeats and
10 re-alleges the allegations contained in ¶¶ 1 to 376 above as though they are fully set forth
11 herein.”), and (2) the allegations contained in those preceding paragraphs which make no
12 reference to the specific kinds of fraudulent conduct alleged in Mazik.⁶

13 Thus, the claims settled in *Osinek* were different and distinct from the claims asserted by
14 *Mazik*, and hence § 3730(c)(5) is inapplicable.

15 D. Other Theories for Sharing in Settlement

16 In his papers, Mazik suggests there are other theories to support his claim of entitlement to
17 settlement proceeds. He argues, for example, that Kaiser will likely assert as a defense in *his* case
18 (1) claim preclusion⁷ and (2) damage credit.⁸ *See* Mot. at 19- 21. What Kaiser may or may not

19 _____
20 ⁶ At the hearing, Kaiser did not disagree that the government’s complaint-in-intervention covered
21 only improper upcoding by Kaiser doctors (not external ones) and did not include any allegations
of Kaiser deliberately tampering with the auditing software.

22 ⁷ *See, e.g., United States ex rel. Barajas v. Northrop Corp.*, 147 F.3d 905, 910 (9th Cir. 1998)
23 (where relator was pursuing a claim on which the government had declined to intervene,
24 evaluating whether claim was barred by res judicata in light of settlement between the government
25 and defendant on the claim where the government did intervene; concluding res judicata applied
because both claims were based on the same transactional nucleus of fact: “[w]hile Barajas
[relator] is plainly correct that it is one thing to have fluid that gums up in the cold, and another to
lie about whether the fluid was tested for gumming up, both wrongful acts arise out of the same
attempt to get paid for flight data transmitters not up to specifications”).

26 ⁸ By damage credit, Mazik is referring to a situation “when the qui tam defendant [Kaiser] would
27 be entitled to claim a damage credit against the relator’s [Mazik’s] action based upon money paid
28 in an alternative proceeding [*Osinek*].” Mot. at 21. *See, e.g., Barajas*, 258 F.3d at 1011 (noting
that, through an agreement between the government and Northrop, “the government obtained a
remedy from Northrop for the defective damping fluid that substantially replicated the remedy it

1 assert as a defense in the *Mazik* case is not clear, particularly given Kaiser’s acknowledgement
 2 herein that the claims in *Osinek* (*i.e.*, the government’s complaint-in-intervention) addressed
 3 improper upcoding by Kaiser doctors. Nor will this Court predict how Judge Drozd might rule
 4 should Kaiser assert claim preclusion or damage credit as a defense in *Mazik*. But from the
 5 perspective of this Court at least (as well as from the government’s perspective as articulated at the
 6 hearing), Kaiser will have difficulty in arguing in *Mazik* that there is claim preclusion or that it is
 7 entitled to a damage credit for what it paid out in *Osinek*, **unless** the same conduct or injury was at
 8 issue in both *Mazik* and *Osinek*. But Kaiser did not assert to this Court that the same conduct or
 9 injury is at issue in the two cases. Any such argument would have to account for this Court’s
 10 finding that the conduct or injury at issue in *Mazik* and that in *Osinek* are not the same, particularly
 11 because *Osinek* focused on upcoding by internal providers while *Mazik* focused on upcoding by
 12 external providers.

13 The Court acknowledges that Medicare Advantage is different from traditional Medicare:
 14 with traditional Medicare, the government reimburses health care providers using a fee-for-service
 15 system; in contrast, Medicare Advantage uses a capitation payment system. Nevertheless, the
 16 capitation payment system still depends on diagnosis codes that are issued by physicians. Thus,
 17 the government could isolate diagnosis codes issued from internal Kaiser providers and focus on
 18 risk-adjustment payments based on those diagnosis codes only. While there could be instances in
 19 which, *e.g.*, a diagnosis was rendered by an internal provider and then the same diagnosis by an
 20 external provider, there is no indication that this occurred and if so, how often. Absent such a
 21 coincidence of upcoding of the **same diagnosis** of the **same patient** by two different doctors – one
 22 Kaiser and one external – **at the same time**, the fraudulent conduct and damages alleged in *Osinek*
 23 and *Mazik* would not overlap. Certainly, *Mazik* did not convincingly suggest such.

24 Although not entirely clear, *Mazik* seems to suggest in his reply brief that he is still entitled
 25 to a share of the *Osinek* settlement because, even if his case focuses on different conduct, both the
 26

27 could have obtained if it had intervened in Barajas’ second *qui tam* action”; the agreement also
 28 stated Northrop could use the agreement “in any civil proceeding in which Northrop attempts to
 obtain appropriate credit for funds paid or value received pursuant to this Agreement”).

1 conduct at issue in *Osinek* and the conduct at issue in his case are part of a “single complex fraud
2 scheme.” Reply at 6-7 (arguing that the fact that “multiple relators alleged independent material
3 allegations all in support of a single complex fraud scheme is hardly surprising”; multiple relators
4 may “each describe pertinent aspects of a broad-reaching fraud”). This argument, however, is
5 not persuasive because, even if there was a larger overarching scheme, the government was
6 entitled to intervene as to only part of that scheme, that part which involved different conduct and
7 different damages. Notably, the case that Mazik cites, *United States ex rel. Bryant v. Community*
8 *Health Systems, Inc.*, 24 F.4th 1024 (6th Cir. 2022), is distinguishable because, there, the
9 government intervened in *each* of the relators’ actions, *see id.* at 1029, and thus there was a basis
10 for all of the relators to get an allocation of the settlement.

11 The only other theory that Mazik offers in support of his motion is a causation theory –
12 *i.e.*, because of the deliberate tampering with the compliance software, Kaiser was able to carry
13 out its upcoding scheme and/or, because of Mazik’s assistance to the government (providing
14 documents or information), the government was able to file an informed amended complaint-in-
15 intervention. Any such causation theory is subject to the same problem as above; that is, given
16 that *Mazik* focused on external providers and *Osinek* internal ones, there would not seem to be any
17 causation. In this regard, it is worth noting that Mazik fails to provide any real specifics as to how
18 the government’s pleading was informed by documents or information he provided.

19 Furthermore, even if there were a factual basis for the causation claim, at least one court
20 has indicated that a causation theory is not enough to support a claim to a share of settlement
21 proceeds under § 3730(c)(5). *See United States ex rel. LaCorte v. Wagner*, 185 F.3d 188, 192 (4th
22 Cir. 1999) (“The Global Settlement did not include Wagner and Dehner’s original qui tam action.
23 Instead, the government settled other potential claims, at least some of which arose from
24 discoveries that were made pursuant to Allied’s CIA [Corporate Integrity Agreement]. The fact
25 that the CIA was part of the settlement of Wagner and Dehner’s original qui tam suit confers on
26 them no entitlement to proceeds resulting from the later findings. There is no ground in the statute
27 for recovery based on such attenuated ‘but for’ causation. Therefore, nothing in the Global
28 Settlement can be considered an ‘alternate remedy’ to any part of the original action.”). Nothing

United States District Court
Northern District of California

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

in the language of the statute suggests otherwise, and Mazik cites no case to the contrary.

Finally, to the extent Mazik suggests (in his reply brief) that he is entitled to a share of settlement proceeds because he is in no different position from Taylor, that argument also lacks merit. According to Mazik, Taylor was not the first to file, yet is still being given a share; Mazik should be treated no differently. *See* Reply at 10. The problem for Mazik is that he and Taylor are positioned differently. The government did not intervene in Mazik’s case at all. But the government **did** intervene in part in Taylor’s case: specifically, that part which claimed false diagnoses (via addenda) by Kaiser doctors outside of California, in particular, Colorado. (*Osinek*, the first qui tam suit, focused only on false diagnoses (via addenda) by Kaiser doctors in California. Because of this limitation, not all of *Taylor* was subject to the first-to-file rule.) Mazik cannot rely on § 3730(c)(5) to recovery from the settlement fund here.

III. CONCLUSION

For the foregoing reasons, the Court denies Mazik’s motion for a share of the settlement proceeds.

The Clerk of the Court is directed to close the file in the case. The Clerk is also directed to enter a final judgment with respect to this order so as to trigger the time to appeal. The Court acknowledges that there is no final judgment with respect to the direct litigants in the *Osinek* matters because a settlement was reached.

This order disposes of Docket No. 439.

IT IS SO ORDERED.

Dated: April 10, 2026



EDWARD M. CHEN
United States District Judge