

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF KANSAS

UNITED STATES OF AMERICA, )  
 )  
 Plaintiff, )  
 )  
 v. )  
 )  
 AIMCO PROPERTIES, L.P., APARTMENT )  
 INVESTMENT & MANAGEMENT )  
 COMPANY d/b/a AIMCO; AIMCO-GP, INC.; )  
 NHP MANAGEMENT COMPANY; )  
 NHPMN MANAGEMENT, LLC; CENTRAL )  
 PARK TOWERS II, L.P.; and )  
 STACY STURDEVANT, )  
 )  
 Defendants. )  
 )

Civil Action No. 2:07-cv-2233

**CONSENT ORDER**

**I. INTRODUCTION**

**A. Background**

1. This Consent Order (this "Order") is entered among the United States ("Plaintiff"), AIMCO Properties, L.P. ("AIMCO Properties"), AIMCO-GP, Inc. ("AIMCO-GP"), Apartment Investment and Management Company ("AIMCO"), NHPMN Management, LLC ("NHPMN"), and NHP Management Company ("NHP Management") (hereinafter collectively referred to as "the AIMCO Defendants"). The United States resolved its claims against Defendant Central Park Towers II, L.P. ("CPT II") in a separate Consent Order, entered October 6, 2009 (Doc. # 355). The United States has not entered a consent order with Defendant Stacy Sturdevant ("Sturdevant"), and this Order does not resolve the United States' claims for civil penalties and injunctive relief against Defendant Sturdevant in her individual capacity only.

2. This action is brought by the United States to enforce the provisions of Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, 42 U.S.C. §§ 3601 *et seq.* (hereinafter “Fair Housing Act”).
3. Defendant Stacy Sturdevant was the community manager at the Central Park Towers Apartments, located at 15 North 10th Street, Kansas City, Kansas (hereinafter the “Subject Property”) between January 2003 and July 2005. During that time period, Ms. Sturdevant was an agent of NHPMN Management LLC and NHP Management Company. The United States alleges that during that same period, Ms. Sturdevant was also the agent of the remaining AIMCO Defendants, who, the United States contends, had the actual or apparent authority to control her operation, management, and/or rental of dwelling units at the Subject Property.
4. Defendant AIMCO Properties is a Delaware limited partnership with its principal place of business in Denver, Colorado. During the relevant time period, Defendant AIMCO-GP was the general partner of Defendant AIMCO Properties. AIMCO Properties is the operating partnership of AIMCO and through its subsidiaries and affiliates owns and operates apartment properties throughout the country.
5. Defendant AIMCO-GP is a Delaware corporation with its principal place of business in Denver, Colorado.
6. Defendant Apartment Investment and Management Company (“AIMCO”) is a real estate investment trust traded on the New York Stock Exchange under the ticker symbol “AIV” with its business address at 4582 South Ulster Street Parkway, Denver, Colorado. During the relevant time period, Defendant AIMCO through its subsidiaries and affiliates

- managed and operated apartment properties throughout the nation.
7. Defendant NHPMN is a Delaware limited liability company with its principal place of business in Denver, Colorado. Between January 2003 and July 2005, Defendant NHPMN served as a property management company for the Subject Property, and in that capacity, engaged in the operation and/or management of the Subject Property.
  8. Defendant NHP Management was an entity registered in the District of Columbia.<sup>1</sup> Between January 2003 and July 2005, Defendant NHP Management was a subsidiary of Defendant AIMCO and the employer of Defendant Sturdevant, Melissa Kothe, and/or the persons who directly supervised Defendant Sturdevant and Ms. Kothe.
  9. None of the AIMCO Defendants ever owned the Subject Property.
  10. The Subject Property is a dwelling within the meaning of 42 U.S.C. § 3602(b).
  11. Melissa Kothe was employed by NHP Management from March 2004 until May 3, 2005, as a resident services coordinator at the Subject Property.
  12. On June 1, 2007, the United States filed its Complaint in this action on behalf of Melissa Kothe pursuant to 42 U.S.C. § 3612(o).

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<sup>1</sup> NHP Management Company merged into another AIMCO-affiliated entity, AIMCO/Bethesda, Inc., in October 2005.

13. The United States alleges that on or about April 22, 2005, two investigators from the United States Department of Housing and Urban Development (“HUD”) interviewed Ms. Kothe in connection with a fair housing complaint lodged by a resident of the Subject Property against Defendant Sturdevant. The United States alleges that Ms. Kothe told the HUD investigators that she had witnessed Defendant Sturdevant using inappropriate and disrespectful language toward a resident. The United States alleges that when Ms. Kothe refused to tell Defendant Sturdevant about her interview with HUD, Defendant Sturdevant became angry with Ms. Kothe. The United States further alleges that on or about April 27, 2005, Defendant Sturdevant became angry when she overheard Ms. Kothe tell a co-worker that Ms. Kothe had advised a resident at the Subject Property to contact an attorney or HUD regarding an eviction notice.
14. The United States alleges that on or about April 27, 2005, Defendant Sturdevant falsely accused Ms. Kothe of falsifying a document that Ms. Kothe had submitted previously on behalf of a resident to the Kansas Department of Social and Rehabilitative Services. The United States alleges that Defendant Sturdevant made this false allegation because Ms. Kothe had cooperated with HUD investigators and had advised a resident to contact HUD or a lawyer.
15. The United States alleges that as a result of Defendant Sturdevant’s false accusation, the AIMCO Defendants suspended Ms. Kothe and later terminated her employment as resident services coordinator at the Subject Property.
16. The AIMCO Defendants deny Ms. Kothe’s allegations. The AIMCO Defendants contend that Ms. Kothe had in fact falsified a resident document, never complained to

management about Ms. Sturdevant's alleged conduct, and that Ms. Sturdevant was not involved in the decision to terminate Ms. Kothe, as that decision was made by Ms. Kothe's African-American supervisor in consultation with the AIMCO Defendants' Human Resources department.

17. On September 18, 2008, the United States filed its First Amended Complaint, which alleges that the AIMCO Defendants engaged in a pattern or practice of discrimination pursuant to Section 814(a) of the Fair Housing Act, 42 U.S.C. § 3614(a), by discriminating in the terms, conditions, or privileges of the rental of a dwelling because of race in violation of Section 804(b) of the Act, 42 U.S.C. § 3604(b).
18. The United States alleges that while acting as the manager of the Subject Property, Defendant Sturdevant openly displayed racially hostile materials, such as hangman's nooses, on the premises of the Subject Property.
19. The United States alleges that while acting as the manager at the Subject Property, Defendant Sturdevant referred to African-Americans as "niggers," and that she made other racially derogatory and hostile remarks about African-American residents, to African-American residents, and to persons who associated with African-American residents of the Subject Property.
20. The United States alleges that while acting as the manager of the Subject Property, Defendant Sturdevant treated white residents more favorably than African-American residents in the terms and conditions of their residency.
21. The United States alleges that while acting as the manager of the Subject Property, Defendant Sturdevant engaged in other discriminatory conduct on the basis of race.

22. The United States alleges that the AIMCO Defendants knew or should have known about the Defendant Sturdevant's conduct, as described above.
  23. The AIMCO Defendants contend that there are significant factual disputes regarding the nature of Ms. Sturdevant's conduct, and that there were extreme variations in the testimony of the aggrieved persons regarding exactly what transpired at Central Park Towers. The AIMCO Defendants deny that they knew or should have known about any alleged discriminatory conduct. The AIMCO Defendants contend that immediately upon learning of Ms. Kothe's allegations, first raised after her termination, they conducted a thorough investigation which ultimately led to the termination of Ms. Sturdevant on July 6, 2005, while she was out on FMLA medical leave. The AIMCO Defendants also contend that they extensively train all employees on the fair housing laws and have rigorous fair housing policies that were in place at the time of the conduct in question. The AIMCO Defendants no longer employ Ms. Sturdevant in any capacity and have not since that time.
  24. NHPMN ceased its management of the Subject Property in 2005, and no AIMCO Defendant has any affiliation with the current owner(s) or manager(s) of the Subject Property.
- B. Consent of the Parties to Entry of this Order
25. The United States and the AIMCO Defendants (together "the Parties") agree that the Court has subject matter jurisdiction over the claims in this civil action pursuant to 28 U.S.C. §§ 1331 and 1345, as well as 42 U.S.C. § 3612(o) and 42 U.S.C. § 3614(a). The parties further agree that the United States District Court for the District of Kansas shall

retain jurisdiction over this action for all purposes related to the enforcement of this Order until the United States distributes the last payment in accordance with paragraphs 32 and 33, after which time the case shall be dismissed with prejudice.

26. The Parties agree that this controversy should be resolved without further proceedings or an evidentiary hearing.
27. This Consent Order, being entered into with the consent of the United States and the AIMCO Defendants, shall in no way constitute an adjudication or finding on the merits of the case, nor be construed as an admission by any of the AIMCO Defendants or a finding of wrongdoing or violation of any applicable federal law or regulation, as the AIMCO Defendants continue to deny any unlawful discrimination or wrongful conduct.
28. This Order is effective immediately upon its entry by the Court. For purposes of this Order, the phrase "date of this Order" shall refer to the date on which the Court adopts this document as an Order of the Court.
29. As indicated by the signatures below, all parties agree to the entry of this Order.

Therefore, it is hereby **ORDERED, ADJUDGED** and **DECREED**:

## **II. DAMAGES FOR AGGRIEVED PERSONS**

30. The AIMCO Defendants agree to pay the sum of no more than one million eight hundred ninety thousand dollars (\$1,890,000) for the purpose of compensating persons whom the United States determines have been harmed, including but not limited to aggrieved persons who have suffered emotional distress and/or bodily injury by Defendants' discriminatory rental practices (hereinafter "aggrieved persons"), in accordance with the procedures set forth herein.

31. The United States shall, within thirty (30) days from the entry of this Order, make a determination of which persons are aggrieved and an appropriate amount of damages that should be paid to each such person. The United States will inform counsel for the AIMCO Defendants and Defendant Central Park Towers II in writing of its determinations, together with its preliminary determination of its allocation of damages to aggrieved persons. The AIMCO Defendants waive the right to challenge those determinations.
32. The United States shall submit its allocation determination to the Court for approval, and identify the aggrieved persons and the amount of damages that the United States concludes should be paid to each. The amounts to be paid to each aggrieved person is subject to the Court's review and approval. Within fourteen (14) days of the entry of a Court order providing for the distribution of funds to aggrieved persons, the Defendants shall deliver to counsel for the United States, by overnight mail,<sup>2</sup> checks payable to the aggrieved persons in the amounts approved by the Court, provided that the United States shall not deliver payment to an aggrieved person pursuant to this paragraph before the aggrieved person has executed and provided to counsel for the United States a written release (in the form of Appendix A) of all claims, legal or equitable, that he or she might have against Defendants, as provided in paragraph 33. In addition, any aggrieved person who is to receive more than \$5,000 must fill out and return the questionnaire attached to the release along with the executed release, in order to aid Defendants in complying with

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<sup>2</sup> The overnight mail enclosing the checks shall be addressed as follows: Chief, Housing and Civil Enforcement Section, Civil Rights Division, DJ 175-29-102, United States Department of Justice, 1800 G Street, NW, Washington, D.C. 20006.



the Medicare Secondary Payer Act, 42 U.S.C. § 1395y *et seq.* In no event shall the aggregate of all checks provided pursuant to this paragraph total more than \$1,890,000.

33. Within sixty (60) days after counsel for the United States has received all checks from Defendants payable to aggrieved persons, the United States will obtain a signed release in the form of Appendix A from each of the aggrieved persons. Counsel for the United States shall deliver the check to the aggrieved person and the original, signed release to counsel for the AIMCO Defendants and Defendant Central Park Towers II. No aggrieved person shall be paid until he or she has signed and delivered to counsel for the United States a release as required by this paragraph. In any instance where a check issued to an aggrieved person is not cashed within 120 days of issuance, the check shall be voided. A voided check to an aggrieved person will be reissued in the event that the aggrieved person executed a release, and the United States can show good cause why the check was not negotiated within 120 days.

34. This Consent Order constitutes a full and final resolution of all claims of violation of the Fair Housing Act that the United States alleged, or could have alleged in this action against the AIMCO Defendants relating to housing discrimination at the Subject Property, including but not limited to any claims against the AIMCO Defendants, based on a theory of vicarious liability or respondeat superior, that are predicated on actions of individuals. With regard to Ms. Sturdevant, the United States maintains its rights to seek injunctive relief and civil penalties against Ms. Sturdevant in her individual capacity only, but the United States hereby foregoes its rights to seek from Ms. Sturdevant any monetary damages for the purpose of compensating persons whom the United States

determines have been harmed by her. The United States shall not seek to hold the AIMCO Defendants vicariously liable for any relief the United States may seek against Ms. Sturdevant.

### **III. CIVIL PENALTY**

35. Within fourteen (14) days after the entry of this Order, the AIMCO Defendants shall pay a total of ninety-five thousand, five-hundred dollars (\$95,500) to the United States as a civil penalty, pursuant to 42 U.S.C. § 3614(d)(1)(C). This payment shall be delivered to counsel for the United States, by overnight mail, in the form of a cashier's check payable to the "United States Treasury."<sup>3</sup>

### **IV. REMEDIES FOR NON-PERFORMANCE AND DURATION OF ORDER**

36. The parties to this Order shall endeavor in good faith to resolve informally any differences regarding interpretation of and compliance with this Order prior to bringing such matters to the Court for resolution. However, in the event of a failure by either party to perform, in a timely manner, any act required by this Order or otherwise for either party to fail to act in conformance with any provision thereof, either party may move this Court to impose any remedy authorized by law or equity, including, but not limited to, an order requiring performance of such act or deeming such act to have been performed, and an award of any damages, costs, and reasonable attorneys' fees which may have been occasioned by the violation or failure to perform.
37. This Order shall be in effect until the provision of paragraphs 30--33 have been satisfied,

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<sup>3</sup> The overnight courier enclosing the check shall be addressed as follows: Chief, Housing and Civil Enforcement Section, Civil Rights Division, DJ 175-29-102, United States Department of Justice, 1800 G Street, NW, Washington, D.C. 20006.

after which time the case shall be dismissed with prejudice. The United States may move the Court to extend the duration of this Order in the interests of justice.

**V. COSTS OF LITIGATION**

38. The United States and Defendants shall each bear all of their own costs and attorneys' fees associated with this litigation.

**VI. TIME FOR PERFORMANCE**

39. Any time limits for performance imposed by this Order may be extended by mutual written agreement of the parties or by leave of this Court.

IT IS SO ORDERED:

This 24<sup>th</sup> day of February 2010  
Kansas City, Kansas

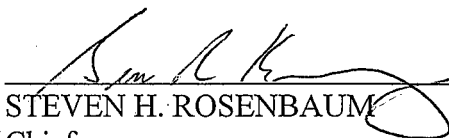
s/ Kathryn H. Vratil  
United States District Judge Kathryn H. Vratil

The undersigned apply for and consent to the entry of this Order:

Dated: February 19, 2010

*For the United States:*

THOMAS E. PEREZ  
Assistant Attorney General



STEVEN H. ROSENBAUM

Chief

JON M. SEWARD

Deputy Chief

SEAN R. KEVENEY

EMILY B. SMITH

CHARLA D. JACKSON

DANA MULHAUSER

RYAN LEE

Trial Attorneys

U.S. Department of Justice

Civil Rights Division

Housing and Civil Enforcement Section

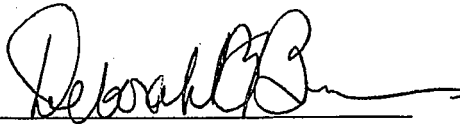
1800 G Street, NW

Washington, DC 20530

Tel.: (202) 514-4838

Fax: (202) 514-1116

*For AIMCO Properties, L.P.,  
Apartment Investment and  
Management Company  
(AIMCO), AIMCO-GP, Inc.,  
NHPMN Management, LLC, and  
NHP Management Company:*

A handwritten signature in black ink, appearing to read "Deborah Baum", written over a horizontal line.

Deborah Baum, Esq.  
Pillsbury Winthrop Shaw Pittman, LLP  
2300 N Street, NW  
Washington, D.C. 20037  
Fax: (202) 663-8773

**APPENDIX A**  
**Release**

In consideration for the parties' agreement to the terms of the Consent Order entered in United States v. Sturdevant, et al., in the District of Kansas, and the Defendants' payment to me of \$ \_\_\_\_\_, I, \_\_\_\_\_, on behalf of myself and my heirs, attorneys, beneficiaries and/or anyone acting on my behalf, hereby agree, effective upon receipt of payment, to remise, release and forever discharge all claims, including but not limited to claims for costs and attorneys' fees, of any kind, nature or description whatsoever, arising from alleged housing discrimination at Central Park Towers Apartments located at 15 North 10<sup>th</sup> Street, Kansas City, KS, up to and including the date of execution of this release, that I may have against AIMCO Properties. L.P., AIMCO-GP, Inc., Apartment Investment and Management Company ("AIMCO"), NHP Management Company, NHPMN Management, LLC, and Central Park Towers II, L.P., Stacy Sturdevant ("Defendants") and their current or former agents, employees, officers, heirs, executors, insurers, administrators, successors or assigns.

I certify that the answers provided on the attached Medicare questionnaire are true and accurate to the best of my knowledge.

I acknowledge and understand that, by signing this Release and accepting this payment, I am waiving any right to pursue my own legal action based on the discrimination alleged by the United States in this case.

I also acknowledge that I have been informed that I may review the terms of this Release with an attorney of my choosing, and to the extent that I have not obtained legal advice, I voluntarily and knowingly waive my right to do so.

I waive any claims I may have against the United States, the Department of Justice or its employees, arising out of this action.

This General Release constitutes the entire agreement between Defendants and me, without exception or exclusion.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Social Security Number

**MEDICARE QUESTIONNAIRE**

(Please type or print clearly. If you refuse or are unable to produce the requested information, please proceed directly to Section V.)

**Section I – General Information**

Full name:

Current address:

Social Security Number:

Date of Birth:

Place of Birth:

Gender:

Citizenship:

All other names by which you have ever been known:

**Section II – Medicare Information**

(Circle the appropriate response or provide the information requested)

1. Have you ever been assigned a Medicare Claim Number?

Yes No

If you answered no to question 1, please skip to question 3.

2. Please state all Medicare Claim Numbers that you have been provided and for each state whether the Claim Number is related to medical treatment for the claim referenced in the cover letter:

Claim Number: Related to this claim at issue: Yes No

Claim Number: Related to this claim at issue: Yes No

Claim Number: Related to this claim at issue: Yes No


Claim Number: Related to this claim at issue: Yes No

(If more space is needed, please attach a separate page)

3. Do you now or have you ever had a Medicare Health Insurance card?

Yes No

A sample card is depicted below:

<b>MEDICARE</b>			<b>HEALTH INSURANCE</b>	
1-800-MEDICARE (1-800-633-4227)				
NAME OF BENEFICIARY				
<b>JANE DOE</b>				
MEDICARE CLAIM NUMBER		SEX		
<b>000-00-0000-A</b>		<b>FEMALE</b>		
IS ENTITLED TO		EFFECTIVE DATE		
<b>HOSPITAL</b>		<b>07-01-1988</b>		
<b>MEDICAL</b>		<b>(PART A) 07-01-1988</b>		
<b>(PART B)</b>				
SIGN HERE → <i>Jane Doe</i>				

4. Are you presently, or have you ever been, enrolled in Medicare Part A or Part B?

Yes No

5. Have you ever applied for Social Security Disability benefits?

Yes No

6. Have you ever been denied Social Security Disability benefits?

Yes No

If you answered no to question 6, please skip to question 8.

7. Have you appealed the denial of Social Security Disability benefits or do you anticipate appealing the denial?

Yes No

8. Are you involved in any appeal or re-filing for Social Security Disability benefits?

Yes No

9. Have you ever received a Medicare Summary Notice?

Yes No

A sample notice is depicted below:



**CMS Medicare Summary Notice** Jan 16, 2006

**CUSTOMER SERVICE INFORMATION**

1 Name  
Street Address  
City, State ZIP Code

2 Your Medicare Number: 111-111111

3 If you have questions, write or call:  
Medicare (1-800-488-1494)  
SSA's/Relias (1-800-368-5747)  
State 200  
Medicare Building  
Medicare (1-800-488-1494)

4 **BE INFORMED!** Protect your Medicare Number as you would a credit card number.

Call 1-800-MEDICARE (1-800-633-4227)  
Ask For Hospital Services  
TTY users: 1-877-486-2048

This is a summary of claims processed from 5/15/06 through 6/15/06

5 **PART A HOSPITAL INSURANCE - INPATIENT CLAIMS**

Date of Service	Benefit Days Used	Non-Covered Charges	Deductible and Coinsurance	Out of Pouch	See Notes Section
Claim number 1111-1-PCW-81558 Hospital Name, Street Address City, State ZIP Code Referred by, Date from, AD DISPOSE BY DATE	(1)	(1)	(2)	(1)	(1)
	14 days used	\$1110	\$276.00	\$276.00	A.D.

THIS IS NOT A BILL. - Keep this notice for your records.

10. Are you 62 years old or older?

Yes No

11. State the anticipated length of time for which you anticipate undergoing medical treatment for any injuries related to your claim:

12. Has End Stage Renal Disease condition been diagnosed but the claim is not yet qualified for Medicare or Medicaid?

Yes No

13. Has Medicaid or any other party advised, or do you anticipate being advised, of the assertion of any lien(s) for medical treatment received for injury(ies) resulting from or in any way related to the claim?

Yes No

Please provide all details for any Yes response to any of the above questions, in this Section. (Please use extra page(s) if necessary).

**SECTION III – Additional Information**

If you responded yes to question 3 and/or 9 in Section II above, please attach a copy of your Medicare Health Insurance card and/or Medicare Summary Notice.

If you have received a lien notice(s) from Medicaid or any other party for medical treatment received for injuries resulting from or in any way related to the claim, please attach a copy of the notice(s).

**SECTION IV – Acknowledgement/Declaration\***

I, \_\_\_\_\_ (Claimant's name), understand that the information requested is to assist the involved insurer(s) to accurately coordinate benefits with Medicare and to meet their mandatory reporting obligations under Medicare law. Accordingly, I authorize the involved insurer(s) to release my information as necessary to comply with federal law and waive all rights and causes of action arising from the involved insurer(s) disclosure of my confidential information. I further acknowledge that failure to completely and accurately respond to the foregoing questions may delay resolution of my claim. Further, I declare that I have answered the foregoing completely and truthfully.

\_\_\_\_\_  
Please print claimant's name

\_\_\_\_\_  
Claimant's signature

\_\_\_\_\_  
Date

(\* In the event that the Claimant is unable to respond due to disability or incapacitation, this form may be completed by the Claimant's legal guardian.)

If you have completed Sections I-IV above, stop here and proceed to the Social Security Administration's Consent for Release of Information form. If you are unable to provide the information or if you are refusing to provide the information requested in Sections I-IV, proceed to Section V.

**SECTION V\***

For the reasons listed below, I have not provided the information requested. I understand that if I am a Medicare beneficiary and I do not provide the requested information, I may be violating my obligations as a beneficiary to assist Medicare to pay my claims correctly and promptly as required by federal law.

Reason(s) for refusal and/or failure to provide all requested information:

(Please use extra page(s) if necessary).

\_\_\_\_\_  
Please print claimant's name

\_\_\_\_\_  
Claimant's signature

\_\_\_\_\_  
Date

(\* In the event that the Claimant is unable to respond due to disability or incapacitation, this form may be completed by the Claimant's legal guardian.)

**APPENDIX B  
Kothe Release**

In consideration for the parties' agreement to the terms of the Consent Order entered in United States v. Sturdevant, et al., in the District of Kansas, and the Defendants' payment to me of \$ \_\_\_\_\_, I, Melissa Kothe, on behalf of myself and my heirs, attorneys, beneficiaries and/or anyone acting on my behalf, hereby agree, effective upon receipt of payment, to remise, release and forever discharge all claims, including but not limited to claims for costs and attorneys' fees, of any kind, nature or description whatsoever, arising from alleged housing discrimination at Central Park Towers Apartments located at 15 North 10<sup>th</sup> Street, Kansas City, KS, and claims asserted in *Kothe and Knapp v. AIMCO, Central Park Towers II, and Emerson Management Company* In the United States District Court, District of Kansas, Civ. 06-2097-CM and any similar claims brought in an arbitration proceeding, up to and including the date of execution of this release, that I may have against AIMCO Properties. L.P., AIMCO-GP, Inc., Apartment Investment and Management Company AIMCO, NHP Management Company, NHPMN Management, LLC, and Central Park Towers II, L.P., Stacy Sturdevant ("Defendants") and their current or former agents, employees, officers, heirs, executors, insurers, administrators, successors or assigns.

I certify that the answers provided on the attached Medicare questionnaire are true and accurate to the best of my knowledge. I acknowledge and understand that, by signing this Release and accepting this payment, I am waiving any right to pursue my own legal action based on the discrimination alleged by the United States in this case.

I also acknowledge that I have been informed that I may review the terms of this Release with an attorney of my choosing, and to the extent that I have not obtained legal advice, I voluntarily and knowingly waive my right to do so.

I waive any claims I may have against the United States, the Department of Justice or its employees, arising out of this action. This General Release constitutes the entire agreement between Defendants and me, without exception or exclusion.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_

Social Security Number

**MEDICARE QUESTIONNAIRE**

(Please type or print clearly. If you refuse or are unable to produce the requested information, please proceed directly to Section V.)

**Section I – General Information**

Full name:

Current address:

Social Security Number:

Date of Birth:

Place of Birth:

Gender:

Citizenship:

All other names by which you have ever been known:

**Section II – Medicare Information**

(Circle the appropriate response or provide the information requested)

1. Have you ever been assigned a Medicare Claim Number?

Yes No

If you answered no to question 1, please skip to question 3.

2. Please state all Medicare Claim Numbers that you have been provided and for each state whether the Claim Number is related to medical treatment for the claim referenced in the cover letter:

Claim Number: Related to this claim at issue: Yes No

Claim Number: Related to this claim at issue: Yes No

Claim Number: Related to this claim at issue: Yes No


Claim Number: Related to this claim at issue: Yes No

(If more space is needed, please attach a separate page)

3. Do you now or have you ever had a Medicare Health Insurance card?

Yes No

A sample card is depicted below:

<b>MEDICARE</b>			<b>HEALTH INSURANCE</b>	
1-800-MEDICARE (1-800-633-4227)				
NAME OF BENEFICIARY <b>JANE DOE</b>				
MEDICARE CLAIM NUMBER <b>000-00-0000-A</b>		SEX <b>FEMALE</b>		
IS ENTITLED TO <b>HOSPITAL MEDICAL</b>		(PART A) (PART B)		EFFECTIVE DATE <b>07-01-1988 07-01-1988</b>
SIGN HERE → <i>Jane Doe</i>				

4. Are you presently, or have you ever been, enrolled in Medicare Part A or Part B?

Yes No

5. Have you ever applied for Social Security Disability benefits?

Yes No

6. Have you ever been denied Social Security Disability benefits?

Yes No

If you answered no to question 6, please skip to question 8.

7. Have you appealed the denial of Social Security Disability benefits or do you anticipate appealing the denial?

Yes No

8. Are you involved in any appeal or re-filing for Social Security Disability benefits?

Yes No

9. Have you ever received a Medicare Summary Notice?

Yes No

A sample notice is depicted below:

**CMS Medicare Summary Notice** June 15, 2006

**CUSTOMER SERVICE INFORMATION**

Name: \_\_\_\_\_  
 Street Address: \_\_\_\_\_  
 City, State ZIP Code: \_\_\_\_\_

**YOUR MEDICARE NUMBER: 111-111111111**

If you have questions, write or call:  
 Medicare (800) 486-1343  
 555 North East Blvd.  
 Suite 200  
 Medicare Building  
 Medicare, P.O. Box 9699, St. Louis, MO 63168

Call 1-800-MEDICARE (1-800-633-4277)  
 Ask For Hospital Services  
 TTY users should call: 1-877-486-2048

**HELP INFORMATION:** Protect your Medicare Number as you would a credit card number.

This is a summary of claims processed from 5/15/06 through 5/31/06.

**PARA HOSPITAL INSURANCE - INPATIENT CLAIMS**

Date of Service	Benefit Days	Non-Covered Charges	Deductible and Coinsurance	Not Any of These	See Notes Section
7/15/06	10	10	75	15	10
7/16/06	10	10	75	15	10

Claim number (111) 1111-11111  
 Hospital Name: \_\_\_\_\_  
 City, State ZIP Code: \_\_\_\_\_  
 Reported by: \_\_\_\_\_  
 Date of Report: \_\_\_\_\_

THIS IS NOT A BILL. - Keep this notice for your records.

10. Are you 62 years old or older?  
 Yes No

11. State the anticipated length of time for which you anticipate undergoing medical treatment for any injuries related to your claim:

12. Has End Stage Renal Disease condition been diagnosed but the claim is not yet qualified for Medicare or Medicaid?  
 Yes No

13. Has Medicaid or any other party advised, or do you anticipate being advised, of the assertion of any lien(s) for medical treatment received for injury(ies) resulting from or in any way related to the claim?  
 Yes No

Please provide all details for any Yes response to any of the above questions, in this Section. (Please use extra page(s) if necessary).

**SECTION III – Additional Information**

If you responded yes to question 3 and/or 9 in Section II above, please attach a copy of your Medicare Health Insurance card and/or Medicare Summary Notice.

If you have received a lien notice(s) from Medicaid or any other party for medical treatment received for injuries resulting from or in any way related to the claim, please attach a copy of the notice(s).

**SECTION IV – Acknowledgement/Declaration\***

I, \_\_\_\_\_ (Claimant's name), understand that the information requested is to assist the involved insurer(s) to accurately coordinate benefits with Medicare and to meet their mandatory reporting obligations under Medicare law. Accordingly, I authorize the involved insurer(s) to release my information as necessary to comply with federal law and waive all rights and causes of action arising from the involved insurer(s) disclosure of my confidential information. I further acknowledge that failure to completely and accurately respond to the foregoing questions may delay resolution of my claim. Further, I declare that I have answered the foregoing completely and truthfully.

\_\_\_\_\_  
Please print claimant's name

\_\_\_\_\_  
Claimant's signature

\_\_\_\_\_  
Date

(\* In the event that the Claimant is unable to respond due to disability or incapacitation, this form may be completed by the Claimant's legal guardian.)

If you have completed Sections I-IV above, stop here and proceed to the Social Security Administration's Consent for Release of Information form. If you are unable to provide the information or if you are refusing to provide the information requested in Sections I-IV, proceed to Section V.



**SECTION V\***

For the reasons listed below, I have not provided the information requested. I understand that if I am a Medicare beneficiary and I do not provide the requested information, I may be violating my obligations as a beneficiary to assist Medicare to pay my claims correctly and promptly as required by federal law.

Reason(s) for refusal and/or failure to provide all requested information:

(Please use extra page(s) if necessary).

\_\_\_\_\_  
Please print claimant's name

\_\_\_\_\_  
Claimant's signature

\_\_\_\_\_  
Date

(\* In the event that the Claimant is unable to respond due to disability or incapacitation, this form may be completed by the Claimant's legal guardian.)