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Filed with the Court
MAR 1 - 2018
Paula T. Dow, P.J.Ch.

By: Russell M. Smith, Jr. (014202012)
Carla S. Pereira (003992010)
Deputy Attorneys General

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION,
BURLINGTON COUNTY
DOCKET NO.: BUR-C- 18 -18

GURBIR S. GREWAL, Attorney General of
the State of New Jersey, and SHARON M.
JOYCE, Acting Director of the New Jersey
Division of Consumer Affairs,

Plaintiffs,

v.

VIRTUA MEDICAL GROUP, P.A.,

Defendant.

FINAL CONSENT JUDGMENT

Plaintiffs Gurbir S. Grewal, Attorney General of the State of New Jersey (“Attorney General”) and Sharon M. Joyce, Acting Director of the New Jersey Division of Consumer Affairs (“Director”) (collectively, “Plaintiffs”) have commenced this action by filing the Complaint herein.

WHEREAS the Attorney General is charged with the responsibility of enforcing the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq. (“CFA”), and the Director is charged with administering the CFA on behalf of the Attorney General;

WHEREAS the Attorney General, as parens patriae for the State of New Jersey and in its sovereign capacity, may, pursuant to 42 U.S.C. §1320d-5(d), enforce the provisions of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191, 110 Stat. 1936, as amended by the Health Information Technology for Economic and Clinical Health Act, Pub. L. No. 111-5, 123 Stat. 226, and the Department of Health and Human Services Regulations, 45 C.F.R. §160 et seq. (collectively, “HIPAA”);

WHEREAS Plaintiffs have alleged that defendant Virtua Medical Group, P.A. (“VMG” or “Defendant”) has engaged in conduct in violation of HIPAA and the CFA in connection with the public exposure of doctors’ letters, medical notes and other reports concerning 1,654 individuals, including 1,617 New Jersey residents;

WHEREAS Plaintiffs and VMG (collectively, “Parties”) have reached an amicable agreement hereby resolving the issues in controversy without the need for further action. As evidenced by their signatures below, the Parties do consent to the entry of this Consent Judgment and its provisions without trial or adjudication of any issue of fact or law, and without an admission of any liability or wrongdoing of any kind.

The Court has reviewed the terms of this Consent Judgment and based upon the Parties’ agreement and for good cause shown:

IT IS HEREBY ORDERED, ADJUDGED AND AGREED AS FOLLOWS:

JURISDICTION

1. The Parties admit jurisdiction of this Court over the subject matter and over the Parties for the purpose of entering into this Consent Judgment. The Court retains jurisdiction for the purpose of enabling the Parties to apply to the Court at any time for such further order and relief as may be necessary for the construction, modification, enforcement, execution or satisfaction of this Consent Judgment.

VENUE

2. Pursuant to N.J.S.A. 56:8-8, venue as to all matters between the Parties hereto relating to or arising out of this Consent Judgment shall lie exclusively in the Superior Court of New Jersey, Chancery Division, Burlington County.

EFFECTIVE DATE

3. This Consent Judgment shall be effective on the date it is entered by the Court (“Effective Date”).

DEFINITIONS

As used in this Consent Judgment, the following capitalized words or terms shall have the following meanings, which meanings shall apply wherever the words and terms appear in this Consent Judgment:

4. “Action” shall refer to the matter titled Gurbir S. Grewal, Attorney General of the State of New Jersey, and Sharon M. Joyce, Acting Director of the New Jersey Division of Consumer Affairs v. Virtua Medical Group, P.A., Superior Court of New Jersey, Chancery

Division, Burlington County, Docket No.: BUR-C-18-18, and all pleadings and proceeding related thereto, including the Complaint filed February 14, 2018.

5. "Administrative Safeguards" shall be defined in accordance with 45 C.F.R. §164.304 and Includes administrative actions, and policies and procedures, to manage the selection, development, implementation and maintenance of security measures to protect ePHI and to manage the conduct of the Covered Entity's or business associate's workforce in relation to the protection of the information.

6. "Attorney General" shall refer to the Attorney General of the State of New Jersey and the Office of the Attorney General of the State of New Jersey.

7. "Breach Notification Rule" shall refer to the HIPAA regulations that require Covered Entities to notify affected individuals of a breach of unsecured PHI, specifically 45 C.F.R. Part 160 and 45 C.F.R. Part 164, Subparts A and D.

8. "Business Associate Agreement" or "BAA" shall mean the contract or other arrangement required by 45 C.F.R. §164.502(e)(2) and meets the requirements of 45 C.F.R. §164.504(e).

9. "Covered Entity" shall be defined in accordance with 45 C.F.R. §106.103 and includes VMG.

10. "Division" or "Division of Consumer Affairs" shall refer to the New Jersey Division of Consumer Affairs.

11. "Electronic Protected Health Information" or "ePHI" shall be defined in accordance with 45 C.F.R. §160.103, and Includes any information transmitted or maintained in electronic media that is created or received by a Covered Entity relating to the physical or mental

health of an individual and for which there is a reasonable basis to believe the information can be used to identify the individual.

12. "Including" shall be construed as broadly as possible and shall mean "without limitation." This definition applies to other forms of the word "Including" such as "Include[s]."

13. "Merchandise" shall be defined in accordance with N.J.S.A. 56:8-1(c).

14. "Physical Safeguards" shall be defined in accordance with 45 C.F.R. §164.304 and Includes physical measures, policies and procedures to protect a Covered Entity's electronic information systems and related buildings and equipment from natural and environmental hazards and from unauthorized intrusion.

15. "Privacy Rule" shall refer to the HIPAA regulations that establish national standards to safeguard individuals' medical records and other PHI that is created, received, used or maintained by a Covered Entity, specifically 45 C.F.R. Part 160 and 45 C.F.R. Part 164, Subparts A and E.

16. "Protected Health Information" or "PHI" shall be defined in accordance with 45 C.F.R. §106.103, and Includes any information created or received by a Covered Entity relating to the physical or mental health of an individual and for which there is a reasonable basis to believe the information can be used to identify the individual.

17. "Sale" shall be defined in accordance with N.J.S.A. 56:8-1(e).

18. "Security Rule" shall refer to the HIPAA regulations that establish national standards to safeguard individuals' ePHI that is created, received, used or maintained by a Covered Entity, specifically 45 C.F.R. Part 160 and 45 C.F.R. Part 164, Subparts A and C.

19. "State" or "New Jersey" shall refer to the State of New Jersey.

20. “Technical Safeguards” shall be defined in accordance with 45 C.F.R. §164.304 and means the technology and the policy and procedures for its use that protect ePHI and control access to it.

STATEMENT OF FACTS

A. Background:

21. VMG is a non-profit New Jersey captive Professional Association of Virtua Health Inc. (“Virtua”), with headquarters located at 303 Lippincott Drive, Marlton, New Jersey 08053.

22. VMG is a network of physicians exclusively affiliated with Virtua, owning and operating more than fifty (50) medical and surgical practices located throughout southern New Jersey, including Virtua Gynecological Oncology Specialists with a main business address of 200 Bowman Drive, Voorhees, New Jersey; Virtua Surgical Group with a main business address of 212 Creek Crossing Boulevard, Hainesport, New Jersey; and Virtua Pain and Spine Specialists with a main business address of 805 Cooper Road, Voorhees, New Jersey (collectively, “Affected VMG Practices”).

23. At all relevant times, VMG has been a Covered Entity within the meaning of HIPAA. As a Covered Entity, VMG is required to comply with the HIPAA federal standards that govern the privacy of PHI and/or ePHI, including the Security Rule and the Privacy Rule.

24. The Security Rule establishes national standards required to safeguard individuals’ ePHI that is created, received, used or maintained by a Covered Entity.

25. The Privacy Rule establishes national standards required to safeguard individuals’ medical records and other PHI that is created, received, used or maintained by a Covered Entity.

26. At all relevant times, VMG has offered for Sale and Sold Merchandise within the meaning of the CFA, specifically the maintenance of sensitive consumer information collected in connection with health care services.

27. ATA Consulting LLC d/b/a Best Medical Transcription (“Best Medical Transcription”) is a State of Georgia for-profit company that provided medical transcription services to the Affected VMG Practices. Best Medical Transcription is owned, operated and controlled by Tushar Mathur (“Mathur”), who maintains an address at 5785 Falls Landing Drive, Cumming, Georgia 30040.

28. On May 26, 2011, Virtua on behalf of VMG, entered into a BAA with Best Medical Transcription, among other things, to safeguard any ePHI transmitted to it by VMG, and it also required any subcontractor to whom Best Medical Transcription provided PHI to agree in writing to be bound by the same restrictions and conditions as in the BAA. Per the terms of the BAA, Best Medical Transcription was further required to report any security incidents to VMG within twenty (20) days.

29. Best Medical Transcription subcontracted with Tojo-Vikas International Pvt. Ltd. (“Tojo-Vikas”), a New Delhi, India company, to perform medical transcription services, including for the Affected VMG Practices. According to VMG, it was unaware of Best Medical Transcription’s relationship with Tojo-Vikas until February 5, 2016.

30. Upon information and belief, from 2011 through January 2016, the Affected VMG Practices submitted dictations of doctors’ letters, medical notes and other reports to Best Medical Transcription through a telephone recording service. Best Medical Transcription then uploaded the recorded sound files (.wav) to a password protected File Transfer Protocol site at

<ftp://tojovikas.com> (“FTP Site”). Tojo-Vikas logged into the FTP Site, listened to the sound files and transcribed the dictations into text documents (.doc), which were subsequently posted on the FTP Site. To obtain the documents, personnel at the Affected VMG Practices clicked a desktop icon labeled “bestmedicaltranscription.com,” and entered a user name and password that logged them into the FTP Site. VMG did not have administrative access to the FTP Site, but Mathur did.

31. Plaintiffs allege that VMG never conducted a risk assessment of Best Medical Transcription to determine the potential risks or vulnerabilities to the confidentiality and integrity of the cPHI it transmitted to it.

B. Exposure of Patient Treatment Records:

32. Upon information and belief, in or around January 1, 2016, the FTP Site was inadvertently reconfigured by Mathur during a software update, which changed security restrictions to permit anonymous access to the FTP Site, i.e., no password was needed to access the files stored on the site. Best Medical Transcription did not report this security incident to VMG, and VMG was not aware of the update or the reconfiguration at the time it allegedly occurred.

33. After the FTP Site became unsecured, a web crawler from Google crawled and indexed the FTP Site using an algorithmic process. As a result, an individual searching Google using search terms that happened to be contained within the dictation information (e.g., patients’ names, doctors’ names or the Affected VMG Practices’ names) could have obtained search results with links to the files contained on the FTP Site. By clicking those links, individuals could download the complete files.

34. Upon information and belief, in or around January 15, 2016, Mathur identified that the FTP Site was permitting anonymous access, corrected the server misconfiguration, removed the files that had been on the FTP Site, and reset the password protection. Mathur's removal of the files rendered the links to those files inactive.

35. However, as shown below, Google retained cached indexes of the crawled files:

Oct 9, 2015 - I am writing this letter to introduce you to [REDACTED] who is a 74-year-old lady who was recently discharged from the hospital at Virtua ...

[DOC]12162013[REDACTED].Ltr.doc - Tojo-Vikas International

[ftp://tojovikas.com/virtua.../12162013%20\[REDACTED\]%20\[REDACTED\].Ltr.doc](ftp://tojovikas.com/virtua.../12162013%20[REDACTED]%20[REDACTED].Ltr.doc)

o Cached

She remains under the care of Dr. Barrucco of the Virtua Cardiology Group. In general, she has no symptoms related to her oncologic condition. She denies ...

[DOC][REDACTED]-09222015-Ltr.doc - Tojo-Vikas International

[ftp://tojovikas.com/virtua.../Dr...\[REDACTED\]62\[REDACTED\]-09222015-Ltr.doc](ftp://tojovikas.com/virtua.../Dr...[REDACTED]62[REDACTED]-09222015-Ltr.doc)

o Cached

PHYSICIAN: Kavita Patel, MSN FAX: Virtua Family Medicine. PATIENT: [REDACTED] DATE: 09/22/2015. DATE OF BIRTH: [REDACTED] DEAR Ms. Patel, Ms.

[DOC]072911[REDACTED].doc - Tojo-Vikas International

[ftp://tojovikas.com/virtua/Dr.../july-2011/.../072911\[REDACTED\].doc](ftp://tojovikas.com/virtua/Dr.../july-2011/.../072911[REDACTED].doc)

C. VMG's Investigation:

36. On January 22, 2016 at 9:30 a.m., VMG received a phone call from a patient indicating that her daughter had found portions of her medical records from Virtua Gynecological Oncology Specialists on Google. VMG followed up with the patient's daughter and the patient and began an investigation. At the time, VMG was not aware of the source of the information viewed by the patient's daughter.

37. On February 4, 2016, once VMG's internal investigation determined the source of the information reported by the patient's daughter and also determined that additional patients' information may have been indexed by Google, VMG contacted the New Jersey State Police.

On the same day, VMG contacted the Newark Federal Bureau of Investigation (“FBI”) to report the security incident and placed a request to remove the entire FTP Site from Google’s cache.

38. On February 5, 2016, VMG e-mailed info@tojobvikas.com to alert Tojo-Vikas that the FTP Site had apparently been compromised. Mathur responded to the e-mail, and VMG requested that Mathur contact Google to remove the cached information associated with the FTP Site. Additionally, VMG went to each of the 462 indexed VMG patient records it had found and identified on Google, and over a period of many hours, successfully removed them, one at a time, from Google.

39. Upon VMG’s request, Best Medical Transcription supplied VMG with a list of names of the VMG patients whose information may have been contained on the FTP Site at the time the FTP Site was allowing anonymous access. However, Mathur subsequently claimed that all of the files stored on the FTP Site were deleted, so the full extent of the exposed ePHI cannot be conclusively determined.

40. Moreover, Mathur also claimed that the FTP Site log files were not maintained, so it cannot be conclusively determined how many users, if any accessed the FTP Site while it permitted anonymous access.

41. Additionally, VMG was unable to corroborate investigative findings made by Mathur, including how the FTP Site was reconfigured during an automatic update; the date the FTP Site was reconfigured to permit anonymous access; the date the FTP Site was reset with password protection; the date the files were removed from the FTP Site; and the date the files that were publicly exposed during the security incident were permanently deleted.

42. On or around February 5, 2016, VMG terminated its agreements with Best Medical Transcription to provide medical transcription services to Affected VMG Practices.

43. On March 11, 2016, VMG notified 1,654 potentially affected patients by mail and substitute notice, including 1,617 New Jersey residents, in accordance with HIPAA. VMG further established a dedicated call center to assist notified patients with their questions.

C. Violations of Law:

44. The Division's investigation identified that VMG, as described above, engaged in multiple violations of the CFA, and HIPAA's Security Rule and Privacy Rule.

45. VMG failed to comply with the Security Rule's Administrative Safeguards, specifically:

- a. At the time of the incident, with respect to the Affected VMG Practices, VMG failed to conduct an accurate and thorough risk assessment of the potential risks and vulnerabilities to the confidentiality, integrity, and availability of ePHI it held, in violation of 45 C.F.R. §164.308(a)(1)(ii)(A);
- b. At the time of the incident, with respect to the Affected VMG Practices, VMG failed to implement security measures sufficient to reduce risks and vulnerabilities to a reasonable and appropriate level to comply with the Security Rule, in violation of 45 C.F.R. §164.308(a)(1)(ii)(B);
- c. At the time of the incident, with respect to the Affected VMG Practices, VMG failed to implement a security awareness and training program for all members of its workforce (including management), in violation of 45 C.F.R. §164.308(a)(5)(i);
- d. At the time of the incident, with respect to the Affected VMG Practices, VMG was delayed in identifying and responding to suspected or known security incidents; mitigating, to the extent practicable, harmful effects of security incidents that were known to it; and documenting security incidents and their outcomes, in violation of 45 C.F.R. §164.308(a)(6)(ii); and

e. At the time of the incident, with respect to the Affected VMG Practices, VMG failed to establish and implement procedures to create and maintain retrievable exact copies of ePHI, in violation of 45 C.F.R. §164.308(a)(7)(ii)(A).

46. VMG failed to comply with the Privacy Rule, specifically:

a. At the time of the incident, with respect to the Affected VMG Practices, VMG improperly disclosed PHI in violation of the 45 C.F.R. §164.502(a); and

b. At the time of the incident, with respect to the Affected VMG Practices, VMG failed to maintain a written or electronic record of an action, activity or designation required by the Privacy Rule to be documented, in violation of 45 C.F.R. §164.530(j)(iii).

47. The public exposure of at least 462 patients' doctors' letters, medical notes and other reports constitutes separate and additional unconscionable commercial practices, in violation of the CFA, N.J.S.A. 56:8-2.

48. Further, VMG's conduct described at Paragraphs 45 and 46 constitutes separate and additional unconscionable commercial practices in violation of the CFA, N.J.S.A. 56:8-2.

BUSINESS PRACTICES AND INJUNCTIVE RELIEF

49. VMG shall comply with all applicable State and/or Federal laws, rules and regulations as now constituted or as may hereafter be amended.

50. VMG shall not engage in conduct in violation of the CFA, HIPAA, the Security Rule or the Privacy Rule.

51. VMG shall be responsible for the performance of the following Corrective Action Plan ("CAP"). The period for compliance with the obligations assumed under the CAP shall begin on the Effective Date of this Consent Judgment and end two (2) years and three hundred (300) days from the Effective Date.

52. As part of the CAP, within ninety (90) days of the Effective Date, and thereafter annually for a period of two (2) additional years, VMG shall engage an independent third-party professional who uses procedures and standards generally accepted in the profession to conduct a current, comprehensive and thorough risk analysis of security risks and vulnerabilities to patient ePHI present in VMG facilities, including policies and practices for handling, containing, storing, transmitting and/or receiving ePHI and a review of the actions that are the subject of this Consent Judgment. The independent third-party professional conducting the risk analysis shall prepare a formal report including its findings and recommendations to be submitted to VMG and the Division (“Security Report”). The initial Security Report shall be submitted to VMG and the Division no later than one hundred eighty (180) days of the Effective Date and each subsequent Security Report shall be submitted on the anniversary thereof.

53. Within ninety (90) days of its receipt of each Security Report, VMG shall review and, to the extent necessary, revise its current policies and procedures based on the findings of the Security Report. VMG shall forward to the Division any action it takes, or if no action is taken, a detailed description why no action is necessary, in response to each Security Report within one hundred twenty (120) days of VMG’s receipt of each Security Report (“VMG Action Report”).

SETTLEMENT PAYMENT

54. The Parties have agreed to a settlement of this Action in the amount of Four Hundred Seventeen Thousand Eight Hundred Sixteen and 00/100 Dollars (\$417,816.00) (“Settlement Payment”).

55. The Settlement Amount comprises Four Hundred Seven Thousand One Hundred Eighty Four and 00/100 Dollars (\$407,184.00) in civil penalties, pursuant to N.J.S.A. 56:8-13 and HIPAA, and Ten Thousand Six Hundred Thirty Two and 00/100 Dollars (\$10,632.00) in reimbursement of Plaintiffs' attorneys fees and investigative costs, pursuant to N.J.S.A. 56:8-11, 56:8-19 and HIPAA.

56. VMG shall make the Settlement Payment no later than fourteen (14) days after VMG receives notification that this Consent Judgment has been entered by the Court.

57. The Settlement Payment shall be made by credit card, wire transfer, bank check, money order, certified check, or cashier's check payable to "New Jersey Division of Consumer Affairs" and shall be forwarded to:

Van Mallett
Case Management Tracking
Division of Consumer Affairs
124 Halsey Street – 7th Floor
P.O. Box 45024
Newark, New Jersey 07101

58. Upon making the Settlement Payment, VMG shall be immediately fully divested of any interest in, or ownership of, the monies paid and all interest in the monies, and any subsequent interest or income derived therefrom, shall inure entirely to the benefit of the Plaintiffs pursuant to the terms herein.

DISMISSAL OF ACTION

59. The entry of this Consent Judgment constitutes a dismissal with prejudice of the Action.

GENERAL PROVISIONS

60. This Consent Judgment is entered into by the Parties as their own free and voluntary act and with full knowledge and understanding of the obligations and duties imposed by this Consent Judgment.

61. This Consent Judgment shall be governed by, and construed and enforced in accordance with, the laws of this State.

62. The Parties have negotiated, jointly drafted and fully reviewed the terms of this Consent Judgment and the rule that uncertainty or ambiguity is to be construed against the drafter shall not apply to the construction or interpretation of the Consent Judgment.

63. This Consent Judgment contains the entire agreement among the Parties. Except as otherwise provided herein, this Consent Judgment shall be modified only by a written instrument signed by or on behalf of the Plaintiffs and VMG.

64. Except as otherwise explicitly provided for in this Consent Judgment, nothing herein shall be construed to limit the authority of the Attorney General to protect the interests of the State or the people of the State.

65. If any portion of this Consent Judgment is held invalid or unenforceable by operation of law, the remaining terms of this Consent Judgment shall not be affected.

66. This Consent Judgment shall be binding upon the Parties and their successors in interest. In no event shall assignment of any right, power or authority under this Consent Judgment avoid compliance with this Consent Judgment.

67. This Consent Judgment is agreed to by the Parties and entered into for settlement purposes only. Neither the fact of, nor any provision contained in this Consent Judgment nor any action taken hereunder shall constitute, or be construed as: (a) an approval, sanction or

authorization by the Attorney General, the Division or any other governmental unit of the State of any act or practice of VMG; and (b) an admission by VMG that any of its acts or practices described herein or prohibited by this Consent Judgment are unfair or deceptive or violate HIPAA or any consumer protection law of the State, including the CFA. This Consent Judgment is not intended, and shall not be deemed, to constitute evidence or precedent of any kind except in: (a) any action or proceeding by one of the Parties to enforce, rescind or otherwise implement or affirm any or all terms of this Consent Judgment; or (b) any action or proceeding involved a Released Claim (as defined in Paragraph 71) to support a defense of res judicata, collateral estoppel, release or other theory of claim preclusion, issue preclusion or similar defense.

68. Nothing contained in this Consent Judgment shall be construed to limit or otherwise affect the rights of any persons who are not Parties to this Consent Judgment with respect to any of the matters contained herein.

69. The Parties represent and warrant that their signatories to this Consent Judgment have authority to act for and bind the respective Parties.

70. Unless otherwise prohibited by law, any signatures by the Parties required for entry of this Consent Judgment may be executed in counterparts, each of which shall be deemed an original, but all of which shall together be one and the same Consent Judgment.

RELEASE

71. In consideration of the payments, undertakings, mutual promises and obligations provided for in this Consent Judgment and conditioned on VMG making the Settlement Payment, Plaintiffs hereby agree to release VMG from any and all civil claims or consumer related administrative claims, to the extent permitted by State law, which Plaintiffs could have

brought prior to the Effective Date against VMG for violations of the CFA and/or HIPAA arising out of the Complaint, as well as all of the matters specifically addressed in this Consent Judgment (“Released Claims”).

72. Notwithstanding any term of this Consent Judgment, the following do not comprise Released Claims: (a) private rights of action; (b) actions to enforce this Consent Judgment; and (c) any claims against VMG by any other agency or subdivision of the State.

PENALTIES FOR FAILURE TO COMPLY

73. The Attorney General (or designated representative) shall have the authority to enforce the provisions of this Consent Judgment or to seek violations hereof or both.

74. The Parties agree that any future violations of the injunctive provisions of this Consent Judgment, the CFA and/or HIPAA shall constitute a second or succeeding violation under N.J.S.A. 56:8-13 and that VMG may be liable for enhanced civil penalties, as provided therein.

75. In the event VMG fails to comply with the requirements of this Consent Judgment, Plaintiffs shall provide it with a notice detailing the basis for the alleged noncompliance, as well as any supporting documents (“Notice of Noncompliance”). VMG shall be afforded a thirty (30) day period from receipt of the Notice of Noncompliance within which to cure any noncompliance.

COMPLIANCE WITH ALL LAWS

76. Except as provided in this Consent Judgment, no provision herein shall be construed as:

- (a) Relieving VMG of its obligations to comply with all State and Federal laws, regulations or rules, as now constituted or as may hereafter be

amended, or as granting permission to engage in any acts or practices prohibited by any such laws, regulations or rules; or

- (b) Limiting or expanding any right the Plaintiffs may otherwise have to obtain information, documents or testimony from VMG pursuant to any State or Federal law, regulations or rule, as now constituted or as may hereafter be amended, or limiting or expanding any right VMG may otherwise have pursuant to any State or Federal law, regulation or rule, to oppose any process employed by the Plaintiffs to obtain such information, documents or testimony.

NOTICES UNDER THIS CONSENT JUDGMENT

77. Except as otherwise provided herein, any notices or other documents required to be sent to the Parties pursuant to this Consent Order shall be sent by United States Mail, Certified Return Receipt Requested, or other nationally recognized courier service that provides for tracking services and identification of the person signing for the documents. The notices and/or documents shall be sent to the following addresses:

For the Plaintiffs:

Russell M. Smith, Jr.
Deputy Attorney General
State of New Jersey
Office of the Attorney General
Department of Law and Public Safety
Division of Law
124 Halsey Street, 5th Floor
Newark, New Jersey 07101

For VMG:

Theodore J. Kobus III, Esq.
Baker & Hostetler LLP
45 Rockefeller Plaza
New York, New York 10111

IT IS ON THE 1st DAY OF March, 2018, SO ORDERED,
ADJUDGED AND DECREED.

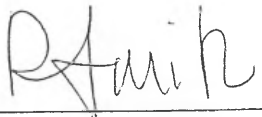
A handwritten signature in black ink, appearing to read "Paula T. Dow", is written in a cursive style. The signature is positioned above a horizontal line.

HON. PAULA T. DOW, P.J. Ch.

**JOINTLY APPROVED AND
SUBMITTED FOR ENTRY:**

FOR THE PLAINTIFFS:

GURBIR S. GREWAL
ATTORNEY GENERAL OF NEW JERSEY

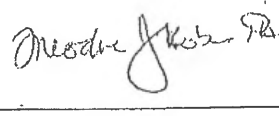
By: 

Dated: 2/9, 2018

Russell M. Smith, Jr.
Carla S. Pereira
Deputy Attorneys General
State of New Jersey
Office of the Attorney General
Department of Law and Public Safety
Division of Law
124 Halsey Street, 5th Floor
Newark, New Jersey 07101

FOR DEFENDANT:

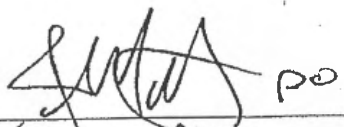
BAKER HOSTETLER LLP

By: 

Dated: February 1, 2018

Theodore J. Kobus III, Esq.
45 Rockefeller Plaza
New York, New York 10111

VIRTUA MEDICAL GROUP, P.A.

By:  DO

Dated: February 1, 2018

Name: JOAN MATZINGER DO
Title or Position: RESIDENT VMG
Address: 303 LIPPINCOTT DR
MARLTON NJ 08053