

RETURN DATE: FEBRUARY 5, 2019

| | | |
|---|---|-------------------------------|
| STATE OF CONNECTICUT, Plaintiff | : | SUPERIOR COURT |
| | : | |
| v. | : | JUDICIAL DISTRICT OF HARTFORD |
| | : | |
| DAVIS GROUP, LLC; and LAMAARA DAVIS, Defendants | : | JANUARY 15, 2019 |

COMPLAINT

Plaintiff STATE OF CONNECTICUT alleges the following against Defendant DAVIS GROUP, LLC, and Defendant LAMAARA DAVIS (collectively, "Defendants").

SUMMARY

1. This action seeks treble damages, civil penalties, and other relief for the Defendants' knowing submission of false claims for reimbursement for behavioral health services allegedly provided to indigent and/or disabled Connecticut citizens who receive health care goods and services through the STATE OF CONNECTICUT's Medicaid program, administered by the Connecticut Department of Social Services ("DSS" or "Department") as part of the Connecticut Medical Assistance Program ("CMAP"). Defendants' conduct, as detailed herein, violated the Connecticut False Claims Act, Connecticut General Statutes §§ 4-274 through 4-289.

PARTIES

2. The plaintiff is the STATE OF CONNECTICUT ("STATE"), represented by WILLIAM TONG, ATTORNEY GENERAL. This action is brought by virtue of the authority of WILLIAM TONG, ATTORNEY GENERAL, pursuant to Connecticut General Statutes § 4-276.

3. Defendant DAVIS GROUP, LLC ("DAVIS GROUP") is a Connecticut corporation, which maintained a principle place of business at 30 Grand Avenue, New Haven, Connecticut. The operating name of Defendant DAVIS GROUP was "Caring Family Solutions"; that is, Defendant DAVIS GROUP was doing business as "Caring Family Solutions." At all times relevant to this Complaint, Defendant DAVIS GROUP was enrolled in the CMAP as a behavioral health group provider.

4. Defendant LAMAARA DAVIS ("DAVIS") is a resident of New Haven, Connecticut. At all times relevant to this Complaint, Defendant DAVIS was the sole owner/member of Defendant DAVIS GROUP and exercised all management authority and control over the operations of Defendant DAVIS GROUP, including exercising all authority and control over the submission of claims for reimbursement on behalf of Defendant DAVIS GROUP for behavioral health services allegedly rendered to CMAP recipients.

GENERAL LEGAL AND REGULATORY BACKGROUND

5. Medicaid is a joint federal-state program that provides health care benefits for certain groups, including the indigent and disabled. The federal Medicaid statutes set forth the minimum requirements for state Medicaid programs to qualify for federal funding. 42 U.S.C. § 1396a. The federal share of each state's Medicaid payments is based on the state's per capita income compared to the national average. 42 U.S.C. § 1396d (b). State Medicaid programs pay the balance, which is referred to as the "state share." At all times relevant to this Complaint, the "state share" for the STATE's Medicaid program was approximately fifty percent (50%).

6. The STATE, through the DSS, administers the CMAP, which includes the Connecticut Medicaid program. The DSS Commissioner is authorized to promulgate regulations

as necessary to administer the CMAP. Regs., Conn. State Agencies § 17b-262-523 (13). The DSS reimburses participating providers for healthcare services provided to CMAP recipients.

CMAP PROVIDER ENROLLMENT AND PARTICIPATION

7. A provider of goods and services to CMAP recipients is obligated to adhere to CMAP requirements in order to both participate in, and receive payment from, the CMAP through the DSS. Regs., Conn. State Agencies § 17b-262-522.

8. Every person, organization, and entity that wishes to voluntarily participate as a provider in the CMAP is required to enter into a CMAP Provider Enrollment Agreement ("Provider Agreement").

9. A CMAP provider agrees in the Provider Agreement "[t]o continually adhere to professional standards governing medical care and services and to continually meet state and federal licensure, accreditation, certification or other regulatory requirements, including all applicable provisions of the Connecticut General Statutes and any rule, regulation, or DSS policy promulgated pursuant thereto and certification in the Medicare program, if applicable." Provider Agreement, ¶ 3.

10. A CMAP provider further agrees to "abide by DSS' Medical Assistance Program Provider Manual(s), as amended from time to time, as well as all bulletins, policy transmittals, notices, and amendments" Provider Agreement, ¶ 10.

11. A CMAP provider also agrees in the Provider Agreement to "submit only those claims for goods and services that are covered by the Connecticut Medical Assistance Program and documented by Provider as being . . . for compensation that Provider is legally entitled to receive" Provider Agreement, ¶ 15.

12. By executing the Provider Agreement, the CMAP provider, or the provider's authorized representative, acknowledges to "**HAVING READ THIS AGREEMENT AND UNDERSTANDING IT IN ITS ENTIRETY . . .**" (Emphasis in original). Provider Agreement, page 7.

13. Defendant DAVIS GROUP's Provider Agreement was executed by Defendant DAVIS in April 2014.

DSS REQUIREMENTS FOR PAYMENT TO LICENSED BEHAVIORAL HEALTH CLINICIANS

14. Regulations of Connecticut State Agencies § 17b-262–912 through § 17b-262-925 set forth the requirements for payment by the CMAP of claims for services provided by licensed behavioral health clinicians in independent practice who are enrolled in the CMAP as providers.

15. "Licensed behavioral health clinician" means a "licensed alcohol and drug counselor, licensed marital and family therapist, licensed clinical social worker or licensed professional counselor." Regs., Conn. State Agencies §17b-262-913 (15).

16. "Behavioral health clinician services" means "preventative, diagnostic therapeutic rehabilitative or palliative services provided by a licensed behavioral health clinician within the licensed behavioral health clinician's scope of practice under state law." Regs., Conn. State Agencies § 17b- 262-913 (2).

17. The DSS "shall pay *only* for behavioral clinician services that are (1) Within the licensed behavioral health clinician's scope of practice . . .; and, (2) medically necessary to treat the recipient's condition." (Emphasis added.) Regs., Conn. State Agencies § 17b-262-916.

18. The DSS *shall not* pay for "services provided by anyone other than the provider", which is defined under the relevant CMAP regulations as a "licensed behavioral health clinician

enrolled in Medicaid pursuant to a valid provider agreement." (Emphasis added.) Regs., Conn. State Agencies § 17b-262-918 (9); Regs., Conn. State Agencies § 17b-262-913 (25).

19. Further, the DSS shall not pay for "cancelled office visits or appointments not kept." Regs., Conn. State Agencies § 17b-262-913 (5).

20. The DSS, therefore, will pay a CMAP behavioral health services provider for a behavioral health service rendered to a CMAP recipient *only* when: (a) the service was "medically necessary" as defined by Conn. Gen. Stat. § 17b-259b; and (b) if an enrolled, licensed behavioral health clinician *directly* performed the service within that enrolled, licensed behavioral health clinician's scope of practice.

DSS' REIMBURSEMENT OF CLAIMS TO CMAP PROVIDERS

21. The amount of reimbursement that the DSS pays enrolled providers for providing services to CMAP recipients is based upon the rates established by the DSS Commissioner ("Fee Schedule"). Regs., Conn. State Agencies §§ 17b-262-461; 17b-262-530 (a).

22. The Fee Schedule is based upon the American Medical Association's Current Procedural Terminology ("CPT") codes that correspond to the type and level of service provided.¹

23. CPT code 90837 corresponds with providing psychotherapy to an individual for a time period of 53 to 60 minutes.

24. At all times relevant to this Complaint, the DSS reimbursed CMAP providers \$94.63 for a behavioral health service billed using CPT Code 90837 (individual psychotherapy, 53–60 minutes).

¹ The CPT codes in effect during the time period alleged in this Complaint are the CPT codes effective as of January 1, 2013, and as amended effective January 1, 2017.

25. CPT code 90834 corresponds with providing psychotherapy to an individual for a time period of 38 to 45 minutes.

26. At all times relevant to this Complaint, the DSS reimbursed CMAP providers \$63.12 for a behavioral health service billed using CPT Code 90834 (individual psychotherapy, 38–45 minutes).

FALSE CLAIMS FOR SERVICES RENDERED
BY UNLICENSED INDIVIDUALS

27. From approximately April 1, 2014, through April 28, 2017, Defendant DAVIS knowingly submitted claims, or caused claims to be submitted, to the CMAP for reimbursement on behalf of Defendant DAVIS GROUP for services rendered by unlicensed persons who were not enrolled in the CMAP as service providers.

28. For the time period of April 1, 2014 through approximately April 3, 2017, Hewlett Packard Enterprise ("HPE") was the fiscal agent with which the DSS contracted to process and issue (a) reimbursement to enrolled providers in accordance with DSS's Fee Schedule, and (b) remittance advices for reimbursement claims submitted by CMAP providers for services rendered to CMAP recipients.

29. On or about April 3, 2017, HPE merged with Computer Sciences Corporation to form a new company, DXC Technology ("DXC"). DXC is the DSS's current fiscal agent for processing CMAP claims for payment.

30. At all times relevant to this Complaint, the web-based claim forms submitted by CMAP providers to HPE for reimbursement for behavioral health services must include the name and National Provider Identifier ("NPI") number of the licensed behavioral health clinician or licensed medical professional who provided those services—within his or her scope of

practice—to the CMAP recipient, as well as the CPT code corresponding to those services rendered by the licensed behavioral health clinician or licensed medical professional.

31. From approximately April 1, 2014, through June 29, 2016, Defendant DAVIS knowingly submitted, or caused to be submitted, claims for reimbursement to HPE on behalf of Defendant DAVIS GROUP, for behavioral health services that identified Jason Spann—a licensed clinical social worker and enrolled CMAP provider (hereinafter, "Jason Spann")—as having provided individual psychotherapy for 53–60 minutes to CMAP recipients (CPT code 90837), when, in fact, unlicensed persons actually performed those services.

32. From approximately April 1, 2014, through December 31, 2014, Defendant DAVIS knowingly submitted, or caused to be submitted, claims for reimbursement to HPE on behalf of Defendant DAVIS GROUP, for behavioral health services that identified Jason Spann as having provided individual psychotherapy for 38–45 minutes to CMAP recipients (CPT code 90834), when, in fact, unlicensed persons actually performed the services.

33. Defendant DAVIS GROUP's patient records for those CMAP recipients who allegedly received individual psychotherapy from Jason Spann indicate that unlicensed employees of the Defendants were the persons that provided services for those CMAP recipients, and that Jason Spann did not, in fact, provide those services.

34. From approximately June 27, 2016, through April 28, 2017, Defendant DAVIS knowingly submitted, or caused to be submitted, claims for reimbursement to HPE and/or DXC on behalf of Defendant DAVIS GROUP, for behavioral health services that identified Patricia M. Jenkins—a licensed clinical social worker and enrolled CMAP provider (hereinafter, "Patricia Jenkins")—as having provided individual psychotherapy for 53–60 minutes to CMAP recipients (CPT code 90837), when, in fact, unlicensed persons actually performed those services.

35. Defendant DAVIS GROUP's patient records for those CMAP recipients who allegedly received individual psychotherapy from Patricia Jenkins indicate that unlicensed employees of the Defendants were the persons that provided services for those CMAP recipients, and that Patricia Jenkins did not, in fact, provide those services.

36. The DSS believed that the information contained in the claims for reimbursement that were submitted, or caused to be submitted, to HPE and/or DXC by Defendant DAVIS on behalf of Defendant DAVIS GROUP for behavioral health services allegedly rendered to CMAP recipients was accurate and truthful, and thus, the DSS relied on this information in making its decision to reimburse Defendant DAVIS GROUP for the claims.

37. Had the DSS known that the services were not provided to CMAP recipients by a licensed behavioral health clinician enrolled in the CMAP, but, instead, by unlicensed, unenrolled individuals employed by the Defendants, the DSS would not have reimbursed Defendant DAVIS GROUP for claims submitted for those services.

FALSE CLAIMS FOR SERVICES NOT PROVIDED

38. Between April 1, 2014, and April 28, 2017, Defendant DAVIS knowingly submitted, or caused to be submitted, claims to HPE and/or DXC for reimbursement on behalf of Defendant DAVIS GROUP for behavioral health services that were never provided to CMAP recipients.

39. Defendant DAVIS submitted, or caused to be submitted, claims for reimbursement to HPE on behalf of Defendant DAVIS GROUP for allegedly rendering 53–60 minutes of individual psychotherapy (CPT code 90837) to CMAP recipients for dates of service when those CMAP recipients were not physically present to receive—and, in fact, did not receive—such services.

40. Defendant DAVIS submitted, or caused to be submitted, claims for reimbursement to HPE on behalf of Defendant DAVIS GROUP for allegedly rendering 38–45 minutes of individual psychotherapy (CPT code 90834) to CMAP recipients for dates of service where those CMAP recipients were not physically present to receive—and, in fact, did not receive—such services.

41. Defendant DAVIS submitted, or caused to be submitted, claims for reimbursement to HPE and/or DXC on behalf of Defendant DAVIS GROUP for allegedly rendering 53–60 minutes of individual psychotherapy (CPT code 90837) to CMAP recipients, despite the fact that Defendant DAVIS GROUP's records and/or the CMAP recipients' patient records demonstrate that the services provided did not constitute individual psychotherapy.

42. Defendant DAVIS submitted, or caused to be submitted, claims for reimbursement to HPE and/or DXC on behalf of Defendant DAVIS GROUP for allegedly rendering 38–45 minutes of individual psychotherapy (CPT code 90834) to CMAP recipients, despite the fact that Defendant DAVIS GROUP's records and/or the CMAP recipients' patient records demonstrate that the services provided did not constitute individual psychotherapy.

43. The DSS believed that the information contained in the claims for reimbursement that Defendant DAVIS submitted, or caused to be submitted, to HPE and/or DXC on behalf of Defendant DAVIS GROUP for behavioral health services allegedly rendered to CMAP recipients—services that were, in fact, never provided to CMAP recipients—was accurate and truthful, and therefore, the DSS relied on this information in making its decision to reimburse Defendant DAVIS GROUP for those claims.

44. Had the DSS known that the CMAP recipients did not receive individual psychotherapy, the DSS would not have reimbursed Defendant DAVIS GROUP for those claims.

CAUSE OF ACTION

COUNT I

Connecticut State False Claims Act

Conn. Gen. Stat. § 4-275 (a) (1), (b)

PRESENTATION OF FALSE OR FRAUDULENT CLAIMS

45. The allegations of ¶¶ 1–44 of this Complaint are incorporated herein as allegations of Count I as if fully set forth herein. The STATE further alleges as follows:

46. The Connecticut False Claims Act (the "Act") provides that any person, corporation or limited liability company who knowingly presents or causes to be presented, to an officer, employee, or agent of the STATE, a false or fraudulent claim for payment or approval under a state-administered health or human services program or who knowingly makes, uses or causes to be made or used, a false record or statement to secure the payment or approval by the STATE of a false or fraudulent claim under a state-administered health or human services program shall be liable to the STATE for relief including civil penalties, treble damages, and the costs of investigation and prosecution of the action. Conn. Gen. Stat. §§ 4-274; 4-275 (a) and (b). Liability under the Act shall be joint and several for any violation pursuant to Conn. Gen. Stat. § 4-275 that is committed by two or more persons. Conn. Gen. Stat. § 4-275 (b).

47. Specifically, Conn. Gen. Stat. § 4-275 (a) (1) of the Act prohibits the knowing presentation of a false or fraudulent claim under a state-administered health or human services program, including the CMAP.

48. For the purposes of the Act, “knowing” and “knowingly” means that a person, with respect to information: (a) has actual knowledge of the information; (b) acts in deliberate ignorance of the truth or falsity of the information; or (c) acts in reckless disregard of the truth or

falsity of the information, without regard to whether the person intends to defraud. Conn. Gen. Stat. § 4-274 (1).

49. Between April 1, 2014, and April 28, 2017, the Defendants knowingly presented or caused to be presented, to an officer, employee and/or agent of the STATE, false claims for payment or approval under the CMAP, a state-administered health and human services program.

50. Between April 1, 2014, and April 28, 2017, Defendant Davis knowingly submitted, or cause to be submitted, false claims to the DSS as detailed above.

51. By virtue of the false claims made or caused to be made by the Defendants, the STATE has suffered damages.

PRAYER FOR RELIEF

WHEREFORE, pursuant to Connecticut General Statutes § 4-275 (b), the STATE OF CONNECTICUT requests the following relief:

1. A civil penalty of not less than five thousand five hundred dollars (\$5,500) or more than eleven thousand dollars (\$11,000), or as adjusted from time to time by the Federal Civil Penalties Inflation Adjustment Act of 1990, 28 U.S.C. § 2461, for each violation of the Act;
2. Three times the amount of damages that the STATE OF CONNECTICUT sustained because of the acts of the Defendants;
3. Costs of investigation and prosecution of this action.

**PLAINTIFF
STATE OF CONNECTICUT**

BY: WILLIAM TONG
ATTORNEY GENERAL

/s/ Joshua L. Jackson
Joshua L. Jackson (Juris # 431455)
Assistant Attorney General
Antitrust and Gov't Program Fraud Department
55 Elm Street, P.O. Box 120
Hartford, CT 06141-0120
Tel: (860) 808-5040/Fax: (860) 808-5391
Email: joshua.jackson@ct.gov

RETURN DATE: FEBRUARY 5, 2019

| | | |
|---|---|-------------------------------|
| STATE OF CONNECTICUT, Plaintiff, | : | SUPERIOR COURT |
| | : | |
| v. | : | JUDICIAL DISTRICT OF HARTFORD |
| | : | |
| DAVIS GROUP, LLC, LAMAARA DAVIS, Defendants | : | JANUARY 15, 2019 |

AMOUNT IN DEMAND

The amount, legal interest, or property in demand is \$15,000.00 or more, exclusive of interests or costs.

**PLAINTIFF
STATE OF CONNECTICUT**

BY: WILLIAM TONG
ATTORNEY GENERAL

/s/ Joshua L. Jackson
Joshua L. Jackson (Juris # 431455)
Assistant Attorney General
Antitrust and Gov't Program Fraud Department
55 Elm Street, P.O. Box 120
Hartford, CT 06141-0120
Tel: (860) 808-5040/Fax: (860) 808-5391
Email: joshua.jackson@ct.gov

DOCKET NO. HHD-CV19-6105897-S : SUPERIOR COURT
STATE OF CONNECTICUT : JUDICIAL DISTRICT OF HARTFORD
 : AT HARTFORD
v. :
DAVIS GROUP, LLC, and :
LAMAARA DAVIS : JANUARY 15, 2019

PARTIES' JOINT MOTION FOR JUDGMENT UPON STIPULATION

The Plaintiff, the STATE OF CONNECTICUT, and the Defendants, DAVIS GROUP, LLC and LAMAARA DAVIS, jointly move that judgment enter pursuant to, and in the form set forth, in the attached Stipulation for Judgment, without any further notice.

STATE OF CONNECTICUT

DEFENDANT
DAVIS GROUP, LLC

/s/ Joshua L. Jackson
WILLIAM TONG
ATTORNEY GENERAL
By: Joshua L. Jackson (Juris # 431455)
Assistant Attorney General
55 Elm Street, P.O. Box 120
Hartford, CT 06141-0120
Tel: (860) 808-5040
Email: joshua.jackson@ct.gov

/s/ Tamar R. Birckhead
BY ITS ATTORNEY
Tamar R. Birckhead (Juris # 437965)
Parrett, Porto, Parese & Colwell, P.C.
One Hamden Center
2319 Whitney Ave., Suite 1-D
Hamden, CT 06518
Tel. (203) 281-2700
Email: tbirckhead@pppclaw.com

**ORAL ARGUMENT IS NOT REQUESTED
TESTIMONY IS NOT REQUIRED**

DEFENDANT,
LAMAARA DAVIS

/s/ Tamar R. Birckhead
BY HER ATTORNEY
Tamar R. Birckhead (Juris # 437965)
Parrett, Porto, Parese & Colwell, P.C.
One Hamden Center
2319 Whitney Ave., Suite 1-D
Hamden, CT 06518
Tel. (203) 281-2700

ORDER

The Court having duly considered the Parties' Joint Motion For Judgment Upon Stipulation, hereby ORDERS as follows:

Judgment may enter in favor of the State of Connecticut and against Davis Group, LLC and Lamaara Davis pursuant to, and in the form set forth in, the attached Stipulation for Judgment.

SO ORDERED.

BY THE COURT

Date

Judge/ Clerk

CERTIFICATION

I hereby certify that a copy of the foregoing Joint Motion For Judgment Upon Stipulation was mailed and/or electronically delivered in accordance with Conn. Prac. Bk. §§ 10-12 and 10-13 on January 15, 2019, to all counsel and pro se parties of record, as follows:

Tamar R. Birckhead
Parrett, Porto, Parese & Colwell, P.C.
One Hamden Center
2319 Whitney Ave., Suite 1-D
Hamden, CT 06518
Tel: (860) 281-2700
Email: tbirckhead@pppclaw.com

/s/ Joshua L. Jackson
Joshua L. Jackson
Assistant Attorney General

| | | |
|-------------------------------|---|-------------------------------|
| DOCKET NO. HHD-CV19-6105897-S | : | SUPERIOR COURT |
| | : | |
| STATE OF CONNECTICUT | : | JUDICIAL DISTRICT OF HARTFORD |
| | : | AT HARTFORD |
| v. | : | |
| | : | |
| DAVIS GROUP, LLC, and | : | |
| LAMAARA DAVIS | : | JANUARY 15, 2019 |

PARTIES' STIPULATION FOR JUDGMENT

The Plaintiff, the STATE OF CONNECTICUT, and the Defendants, DAVIS GROUP, LLC and LAMAARA DAVIS (collectively, “Parties”) hereby stipulate and agree that judgment shall enter in this action as follows:

Jurisdiction

1. This Court has jurisdiction over the subject matter of this action and all Parties.

Agreement

2. As described in its Complaint in this action, the Plaintiff STATE OF CONNECTICUT contends that it has certain claims against DAVIS GROUP, LLC and LAMAARA DAVIS (collectively “Defendants”) for knowingly violating the Connecticut False Claims Act, Connecticut General Statutes §§ 4-274 through 4-289, during the period from April 1, 2014 through April 28, 2017, by: (a) submitting claims for behavioral health services that were allegedly rendered by unlicensed persons who were not enrolled as providers in the Connecticut Medical Assistance Program ("CMAP"); and (b) submitting claims for behavioral health services that were not rendered. That conduct by the Defendants is referred to hereafter as the “Covered Conduct.”

3. The Parties are represented by counsel and have agreed to settle this action and all civil and certain administrative causes of action arising from the Covered Conduct. The Parties agree to entry of final judgment pursuant to, and in the form set forth in, this Stipulation for Judgment, without any further notice, and without the need for discovery, adjudication of any issue of law or fact, or trial in this action. The Defendants waive service of process and agree to file a general appearance in this case, through their counsel, no later than the time this Stipulation for Judgment is filed, in order to submit to the jurisdiction of this court and resolve this case.
4. The Defendants enter into this Stipulation for Judgment freely and without coercion, and without admitting any wrongdoing or violation of law. The Parties agree that neither the execution of this Stipulation for Judgment nor the payment of any money or the delivery of other documents pursuant thereto, is intended as or shall be construed or treated as an admission or other evidence of liability of any kind by the Defendants, which liability the Defendants neither admit nor deny, or a concession by the STATE OF CONNECTICUT that its claims are not well founded. To avoid the delay, uncertainty, and expense of protracted litigation, and in consideration of the mutual promises and obligations of this Stipulation for Judgment, the Parties stipulate and agree that judgment shall enter in this action as follows.

Monetary Relief

5. Judgment shall enter in favor of the Plaintiff STATE OF CONNECTICUT and against the Defendants DAVIS GROUP, LLC and LAMAARA DAVIS.
6. Defendant DAVIS GROUP, LLC and Defendant LAMAARA DAVIS have each provided sworn financial statements ("Financial Statements") to the Plaintiff STATE OF CONNECTICUT. The Plaintiff STATE OF CONNECTICUT has relied on the accuracy and completeness of the

Financial Statements in reaching this Stipulation for Judgment. The Defendants warrant that at the time they provided them, the Financial Statements were complete and accurate. If the STATE OF CONNECTICUT reasonably determines that either Defendant materially misrepresented the amount of its or her income or assets in their respective Financial Statement, the STATE OF CONNECTICUT may pursue any and all available remedies in satisfaction of the judgment, including rescinding the release in paragraph 22 below and reinstating its lawsuit based on the Covered Conduct against that Defendant.

7. In consideration of the Defendants' financial circumstances as reflected in their respective Financial Statements, as defined in paragraph 6 above, the Plaintiff STATE OF CONNECTICUT agrees to accept the sum of \$100,000.00 to settle this matter with Defendant DAVIS GROUP, LLC and Defendant LAMAARA DAVIS ("Entire Settlement Amount"), and Defendant LAMAARA DAVIS agrees to pay the Entire Settlement Amount to the Plaintiff STATE OF CONNECTICUT.
8. Defendant LAMAARA DAVIS shall pay the STATE OF CONNECTICUT the sum of \$25,000.00 ("Initial Settlement Amount") within fourteen (14) days of the effective date of this Stipulation for Judgment.
9. Pursuant to 42 C.F.R. § 455.23(a), the Connecticut Department of Social Services ("Department" or "DSS") withheld \$12,409.78 from Defendant DAVIS GROUP, LLC in suspended Medicaid payments ("Suspended Amount"). The Suspended Amount will be deducted from the Entire Settlement Amount on the effective date of this Stipulation for Judgment ("Effective Date").
10. Defendant LAMAARA DAVIS will pay the STATE OF CONNECTICUT an additional sum of \$62,590.22 ("Remaining Settlement Amount"), plus simple interest on the Remaining

Settlement Amount at a rate of 3% per annum (the Medicare Trust Fund Rate), on the unpaid balance of the Entire Settlement Amount, accruing from the Effective Date until the Remaining Settlement Amount is paid in full.

11. Defendant LAMAARA DAVIS agrees that her financial condition allows her to pay the State of Connecticut the Remaining Settlement Amount in the form and manner and under the terms set forth below:

- a. Beginning on February 1, 2019, Defendant LAMAARA DAVIS shall pay \$400.00. Subsequent payments of \$400.00 shall be made on the 1st of each month thereafter until the Entire Settlement Amount plus interest has been paid in full.
- b. The STATE OF CONNECTICUT may secure the sum owed under this Stipulation for Judgment and in the judgment entered pursuant thereto by recording judgment liens against any real property owned, in whole or in part, by Defendant LAMAARA DAVIS. Defendant LAMAARA DAVIS agrees to act in good-faith to assist the STATE OF CONNECTICUT in securing judgment liens against her properties.
- c. Any payments shall be by a bank teller check (e.g., cashier's check) made payable to "Treasurer of the State of Connecticut" and delivered to: Assistant Attorney General Michael E. Cole, Antitrust & Government Program Fraud Department, State of Connecticut Plaintiff, P.O. Box 120, 55 Elm Street, Hartford, CT 06141-0120, or such other address as the STATE OF CONNECTICUT provides notice of to the Defendants or, alternatively, and at the STATE's sole discretion, by electronic funds transfer pursuant to written instructions to be provided by the State of Connecticut.

12. Defendant LAMAARA DAVIS warrants that she has reviewed her financial situation, and that she is currently solvent within the meaning of 11 U.S.C. §§ 547(b)(3) and 548(a)(1)(B)(ii)(I). Further, the Parties to this Stipulation for Judgment warrant that, in evaluating whether to execute this Stipulation for Judgment, they: (a) have intended that the mutual promises, covenants, and obligations set forth constitute a contemporaneous exchange for new value given to the Defendants, within the meaning of 11 U.S.C. §§ 547(c)(1); and (b) conclude that these mutual promises, covenants, and obligations do, in fact, constitute such a contemporaneous exchange. Further, the Parties to this Stipulation for Judgment warrant that the mutual promises, covenants, and obligations set forth herein are intended and do, in fact, represent a reasonably equivalent exchange of value which is not intended to hinder, delay, or defraud any entity to which the Defendants were or became indebted to on or after the date of this Stipulation for Judgment, within the meaning of 11 U.S.C. § 548(a)(1).
13. If within 91 days of the Effective Date of the judgment or of any payment made hereunder, the Defendants commence, or a third party commences, any case, proceeding, or other action under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors, (a) seeking to have any order for relief of the Defendants' debts, or seeking to adjudicate the Defendant(s) as bankrupt or insolvent; or (b) seeking appointment of a receiver, trustee, custodian, or other similar officials for the Defendant(s), or for all or any substantial part of the assets of the Defendant(s), the Defendants agree as follows:
- a. The obligations of the Defendants shall not be avoided pursuant to 11 U.S.C. § 547, and the Defendants shall not argue or otherwise take the position in any such case, proceeding, or action that: (i) the Defendants' obligations under this Stipulation for Judgment may be avoided under 11 U.S.C. § 547; (ii) the

Defendants were insolvent at the time this Judgment was entered, or became insolvent as a result of any payment made to the STATE OF CONNECTICUT; or (iii) the mutual promises, covenants and obligations set forth in this Stipulation for Judgment do not constitute a contemporaneous exchange for new value given to the Defendants.

- b. If the obligations of the Defendants under this Stipulation for Judgment are avoided for any reason, including, but not limited to, through the exercise of a trustee's avoidance powers under the Bankruptcy Code, the STATE OF CONNECTICUT, at its sole option, may rescind its consent to this Stipulation for Judgment, and bring any civil and/or administrative claim, action, or proceeding against the Defendants for the claims that would otherwise be covered by the provisions of the Complaint in this action. The Defendants agree that: (i) any such claims, actions, or proceedings brought by the STATE OF CONNECTICUT are not subject to an "automatic stay" pursuant to 11 U.S.C. § 362(a) as a result of the action, case, or proceeding described in the first clause of this paragraph, and that the Defendants will not argue or otherwise contend that the STATE OF CONNECTICUT's claims, actions, or proceedings are subject to an automatic stay; (ii) the Defendants shall not plead, argue, or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel, or similar theories, to any such civil or administrative claims, actions, or proceeding which are brought by the STATE OF CONNECTICUT within 120 calendar days of written notification to the Defendants that any consent to enter into this Stipulation for Judgment has been rescinded pursuant to this paragraph, except to the extent such defenses were

available on the effective date of this Stipulation for Judgment; (iii) the STATE OF CONNECTICUT has a valid claim against Defendant DAVIS GROUP, LLC and Defendant LAMAARA DAVIS in the amount of \$100,000.00 pursuant to this Stipulation for Judgment, and the STATE OF CONNECTICUT may pursue its claim in this case, action, or proceeding referenced in the first clause of this paragraph, as well as in any other case, action, or proceeding.

- c. The Defendants acknowledge that their agreements in this paragraph are provided in exchange for valuable consideration provided in this Stipulation for Judgment.

14. Defendant LAMAARA DAVIS' debt to the STATE OF CONNECTICUT in the amount of \$100,000.00 constitutes a non-dischargeable debt under 11 U.S.C. §§ 523(a)(2)(A), and/or 523(a)(2)(B), and/or 523(a)(4), and Defendant LAMAARA DAVIS shall not argue, dispute or otherwise take any contrary position in any case, proceeding, or action. Defendant LAMAARA DAVIS will not oppose the entry of judgment ordering that the debt in the amount of \$100,000.00 to the STATE OF CONNECTICUT constitutes a non-dischargeable debt under 11 U.S.C. §§ 523(a)(2)(A), and/or 523(a)(2)(B), and/or 523(a)(4) in any case, proceeding, or action.

15. Contemporaneous with executing this Stipulation for Judgment, Defendant DAVIS GROUP, LLC and Defendant LAMAARA DAVIS shall execute the DSS Suspension Agreement, attached hereto as **Exhibit A** ("DSS Agreement"), which consents to the Connecticut Commissioner of Social Services suspending Defendant DAVIS GROUP, LLC and Defendant LAMAARA DAVIS from participating in the CMAP for a period of ten (10) years.

Default

16. Defendant LAMAARA DAVIS is in default of this Stipulation for Judgment if she fails to pay any amount provided in paragraphs 8, 10, and 11 of this Stipulation for Judgment when such payment is more than ten (10) days late (hereafter referred to as “Default”).
17. In the event of Default as defined in paragraph 16 above, the STATE OF CONNECTICUT will provide written notice of the Default, and Defendant LAMAARA DAVIS shall have an opportunity to cure such Default within fourteen (14) days from the date of written notice. Notice of Default will be delivered to counsel for Defendant LAMAARA DAVIS, or to such other representative as Defendant LAMAARA DAVIS shall designate in advance in writing.
18. In the event a Default as defined in paragraph 16 above is not cured within the fourteen (14) day period specified in paragraph 17 above, the STATE OF CONNECTICUT may exercise, in its sole discretion, one or more of the following, as applicable: (a) declare this Stipulation for Judgment breached and proceed against the Defendants for any claims released by this Stipulation for Judgment; or (b) notify the DSS of the Default, in which case the DSS may suspend Defendant DAVIS GROUP, LLC and/or Defendant LAMAARA DAVIS indefinitely from providing goods or services or otherwise participating in the CMAP.

Releases

19. The Defendants hereby fully and finally release, waive, and discharge the STATE OF CONNECTICUT, as well as any and all of its agencies, officials, employees, attorneys, servants, and/or agents, from any and all claims, causes of action, and/or liability of any sort (including attorneys’ fees, costs and expenses of every kind and however denominated) that the Defendants have asserted, could have asserted, or may in the future assert against the STATE OF CONNECTICUT, as well as any and all of its agencies, officials, employees, attorneys,

servants, and/or agents, arising, concerning, or connected in any way to the STATE OF CONNECTICUT's investigation and prosecution of the Covered Conduct and this action, the conduct underlying the claims in this action, and related conduct of any and all persons and entities of any sort whether or not named as Defendants in this case or other cases, now or in the future.

20. The Defendants waive any legal interest of any sort in any claims for payment of any sort by the Connecticut Department of Social Services and the CMAP, to any providers in which the Defendants have an interest of any sort, including but not limited to the suspended payments referenced in paragraph 9 of this Stipulation for Judgment and any pending claims for Defendant DAVIS GROUP, LLC and/or Defendant LAMAARA DAVIS.
21. Subject to the exceptions in paragraph 23 below, and in consideration of the obligations of Defendant DAVIS GROUP, LLC and Defendant LAMAARA DAVIS set forth in this Stipulation for Judgment, and conditioned upon receipt by the STATE OF CONNECTICUT of the full Initial Settlement Amount and the full Remaining Settlement Amount as provided for by this Stipulation for Judgment, the STATE OF CONNECTICUT hereby releases, waives, and discharges Defendant DAVIS GROUP, LLC and Defendant LAMAARA DAVIS from any and all civil and administrative causes of action and/or liability of any sort (including attorneys' fees, costs and expenses of every kind and however denominated) which the STATE OF CONNECTICUT has asserted, could have asserted, or may in the future assert against Defendant DAVIS GROUP, LLC and/or Defendant LAMAARA DAVIS arising from the Covered Conduct.
22. This Stipulation for Judgment has no bearing on any criminal liability or federal liability the Defendants may have. Notwithstanding any term of this Stipulation for Judgment, the STATE

OF CONNECTICUT does not release the Defendants from any of the following liabilities:

- a. any criminal, civil, or administrative liability arising under revenue and taxation statutes and regulations enforced by the State Department of Revenue Services;
- b. any criminal, civil, or administrative liability arising under statutes and regulations enforced by the State Department of Public Health;
- c. any civil or administrative liability the Defendants have, or may have, to the STATE OF CONNECTICUT not expressly covered by the releases in paragraph 22 above;
- d. any liability to the STATE OF CONNECTICUT (or its agencies) for any conduct other than the Covered Conduct;
- e. subject to the terms and conditions of the DSS Agreement, any administrative sanction, including suspension from the CMAP;
- f. any liability based upon obligations created by this Agreement; and
- g. any liability for personal injury or for other consequential damages arising from the Covered Conduct.

23. This Stipulation for Judgment is intended to be for the benefit of the Parties only, and the Parties do not release any liability against any other person or entity. Nothing in the Stipulation for Judgment shall be construed as a waiver or release of any private rights, causes of action, or remedies of any person against the Defendants with respect to the Covered Conduct. This Stipulation for Judgment shall neither create nor affect any rights of persons who are not parties to this Judgment.

Notices

24. Any notification, demand, or communication from one party to another party relative to this

Stipulation for Judgment shall be in writing and delivered by facsimile or certified mail, return receipt requested. Such notice shall be effective upon receipt. Notice shall be addressed to the State of Connecticut as follows:

**Michael E. Cole, Assistant Attorney General
Antitrust & Government Program Fraud Department
Office of the Attorney General
P.O. Box 120
55 Elm Street
Hartford, CT 06141-0120
Tel: (860) 808-5040
Fax: (860) 808-5391**

Notice shall be addressed to the Defendants as follows:

**Tamar R. Birkhead, Esq.
Parrett, Porto, Parese & Colwell, P.C.
One Hamden Center
2319 Whitney Ave., Suite 1-D
Hamden, CT 06518
Tel: (203) 281-2700
Fax: (203) 281-0700**

Additional Terms

25. Nothing in this Stipulation for Judgment shall relieve the Defendants of their other obligations under applicable federal, state and local law.
26. Nothing in this Stipulation for Judgment shall be construed to create a waiver of the STATE OF CONNECTICUT's sovereign immunity.
27. Nothing in this Stipulation for Judgment precludes the STATE OF CONNECTICUT from enforcing this Judgment, or from pursuing any law enforcement action with respect to the acts or practices of the Defendants not covered by this Judgment or any acts or practices of the Defendants conducted after the entry of this Judgment. The fact that such conduct is not expressly prohibited by the Judgment shall not be a defense to any such enforcement action.

28. This Stipulation for Judgment shall be governed by the laws of the STATE OF CONNECTICUT.
29. The exclusive forum for resolving any disputes under this Stipulation for Judgment shall be the Superior Court of the State of Connecticut for the Hartford Judicial District.
30. The Court shall retain jurisdiction over this matter to enforce the terms of the Stipulation for Judgment.
31. The STATE OF CONNECTICUT expressly reserves its right to seek from the Court any and all post-judgment remedies afforded by law in the event the Defendants violate their obligations under this Stipulation for Judgment.
32. This Stipulation for Judgment constitutes the complete agreement between the STATE OF CONNECTICUT and the Defendants, and may not be amended or modified except by written consent of the Parties and approval of the Court.
33. If any clause, provision, or section of this Stipulation for Judgment shall, for any reason, be held illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall not affect any other clause, provision, or section of this Stipulation for Judgment, and this Stipulation for Judgment shall be construed and enforced as if such illegal, invalid, or unenforceable clause, section, or other provision had not been contained herein.
34. Time is of the essence with respect to each provision of this Stipulation for Judgment that requires action to be taken by the Defendants within a stated time period or upon a specified date or event.
35. This Stipulation for Judgment may be executed in any number of counterparts and by different signatories on separate counterparts, each of which shall constitute an original counterpart hereof and all of which together shall constitute one and the same document. One or more counterparts of this Stipulation for Judgment may be delivered by facsimile or

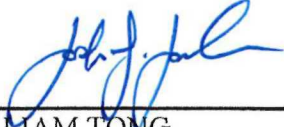
electronic transmission with the intent that it or they shall constitute an original counterpart thereof.

36. This Stipulation for Judgment may be disclosed to the public.

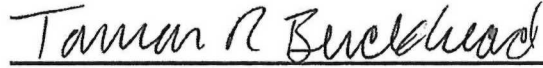
37. This Stipulation for Judgment shall be effective immediately upon entry by the Superior Court.

STATE OF CONNECTICUT

DEFENDANT
DAVIS GROUP, LLC



WILLIAM TONG
ATTORNEY GENERAL
By: Joshua L. Jackson (Juris # 431455)
Assistant Attorney General
55 Elm Street, P.O. Box 120
Hartford, CT 06141-120
Tel: (860) 808-5040

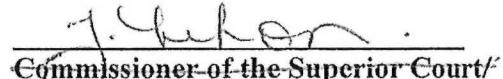


BY ITS ATTORNEY
Tamar R. Birkhead (Juris # 437965)
Parrett, Porto, Parese & Colwell, P.C.
One Hamden Center
2319 Whitney Ave., Suite 1-D
Hamden, CT 06518
Tel: (203) 281-2700



Davis Group, LLC
By: Lamaara Davis, CEO

Then and there personally appeared before me the above identified Lamaara Davis, CEO, who executed the foregoing and who acknowledged its execution to be her free act and deed for the purposes stated herein before me, the undersigned authority, on the 26th day of December, 2018.

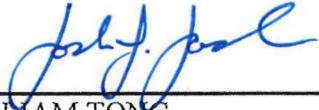


~~Commissioner of the Superior Court~~
Notary Public
My commission expires on: 1/31/20

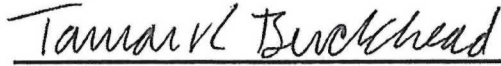
JERIEN M. LEBRON
NOTARY PUBLIC
MY COMMISSION EXPIRES JAN. 31, 2022

STATE OF CONNECTICUT

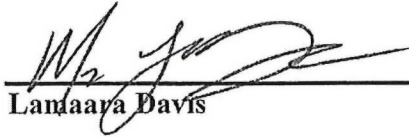
DEFENDANT
LAMAARA DAVIS



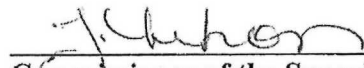
WILLIAM TONG
ATTORNEY GENERAL
By: Joshua L. Jackson (Juris # 431455)
Assistant Attorney General
55 Elm Street, P.O. Box 120
Hartford, CT 06141-120
Tel: (860) 808-5040



BY HER ATTORNEY
Tamar R. Birkhead (Juris # 437965)
Parrett, Porto, Parese & Colwell, P.C.
One Hamden Center
2319 Whitney Ave., Suite 1-D
Hamden, CT 06518
Tel: (203) 281-2700


Lamaara Davis

Then and there personally appeared before me the above identified Lamaara Davis, who executed the foregoing and who acknowledged its execution to be her free act and deed for the purposes stated herein before me, the undersigned authority, on the 26th day of December, 2018.


Commissioner of the Superior Court/
Notary Public
My commission expires on: 1/31/22

JERIEN M. LEBRON
NOTARY PUBLIC
MY COMMISSION EXPIRES JAN. 31, 2022

CERTIFICATION

I hereby certify that a copy of the foregoing Joint Motion For Judgment Upon Stipulation was mailed and/or electronically delivered in accordance with Conn. Prac. Bk. §§ 10-12 and 10-13 on January 15, 2019, to all counsel and pro se parties of record, as follows:

Tamar R. Birckhead
Parrett, Porto, Parese & Colwell, P.C.
One Hamden Center
2319 Whitney Ave., Suite 1-D
Hamden, CT 06518
Tel: (203) 281-2700

/s/ Joshua L. Jackson
Joshua L. Jackson
Assistant Attorney General

EXHIBIT A

**STATE OF CONNECTICUT
DEPARTMENT OF SOCIAL SERVICES**

RE: Davis Group, LLC; Lamaara Davis

SUSPENSION AGREEMENT

Davis Group, LLC, Lamaara Davis, and the State of Connecticut Department of Social Services (collectively, "the Parties"), enter into this Suspension Agreement ("Agreement") and hereby mutually agree to settle all claims, liabilities, and obligations arising from the matters described below without further controversy, trial, or adjudication.

RECITALS

- A. The State of Connecticut Department of Social Services ("DSS") is the single state agency responsible for administering the Connecticut Medical Assistance Program ("CMAP"), which includes the Medicaid Program, pursuant to Conn. Gen. Stat. § 17b-2 (8).
- B. Davis Group, LLC is a Connecticut corporation enrolled in the CMAP as a behavioral health group provider. As a CMAP group provider, Davis Group, LLC is subject to all CMAP requirements established by applicable state and federal rules, regulations, standards, and laws.
- C. Lamaara Davis is the chief executive officer and owner of Davis Group, LLC. Lamaara Davis exercised all management authority and control over the operation of the Davis Group, LLC, including exercising all management authority and control over the submission of claims for reimbursement on behalf of Davis Group, LLC for behavioral health services allegedly rendered to CMAP recipients. Hereinafter, Lamaara Davis and Davis Group, LLC will be collectively referred to as the "Respondents."

- D. The Respondents are Defendants in the state civil matter of *State of Connecticut v. Davis Group, LLC, and Lamaara Davis*, pending in the Connecticut Superior Court ("Civil Matter"). The allegations in the Civil Matter involve, among other things, that the Respondents submitted, or caused to be submitted, false claims for behavioral health services to the CMAP in violation of the Connecticut False Claims Act (Conn. Gen. Stat. § 4-275, *et. seq.*). The Respondents neither admit nor deny that they violated the Connecticut False Claims Act.
- E. In the Civil Matter, the Respondents have knowingly and voluntarily agreed to enter into a Stipulation for Judgment with the State of Connecticut. An express condition of the Stipulation for Judgment is that the Respondents execute this Agreement, and this Agreement will be attached to the Stipulation for Judgment as **Exhibit A**.
- F. Pursuant to Conn. Gen. Stat. § 17b-99 and Regs., Conn. State Agencies §§ 17-83k-1 through 17-83k-9, the DSS may bring an administrative Notice of Regulatory Violations and Proposed Sanctions against the Respondents to suspend the Respondents from providing goods or services under the CMAP or any other program administered by the DSS for the conduct alleged in the Civil Matter.
- G. This Agreement is neither an admission of liability by the Respondents, nor a concession by the DSS that its claims are not well-founded.
- H. This Agreement is being entered into to avoid the delay, uncertainty, and expense of an administrative action.

NOW THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

TERMS AND CONDITIONS

1. Pursuant to Conn. Gen. Stat. § 17b-99 and Regs., of Conn. State Agencies §§ 17-83k-1 through 17-83k-7, inclusive, and the Consent Order, below, the Respondents knowingly and voluntarily agree to be excluded and suspended from providing any goods or services or otherwise participating in the CMAP, the Medicaid Program, and/or any and all other programs administered by the DSS for a period of ten (10) years (hereinafter, the "Suspension"). The Suspension shall become effective upon execution of this Agreement.
2. The Respondents understand this Suspension may result in an exclusion that shall have national effect and apply to Medicare, Medicaid, and all other federal health care programs providing health care benefits, whether directly through insurance or otherwise, that is funded directly, in whole or part, by the United States Government, and any State health care program including, but not limited to, Medicaid, the Maternal and Child Health Services Block Grant program, and Block Grants to States for Social Services.
3. The Respondents acknowledge that pursuant to this Suspension, the DSS shall not reimburse any enrolled provider for goods or services, including administrative and management services, furnished, ordered, or prescribed by the Respondents in any capacity. The prohibition against payment for administrative and management services extends to all services directly related, or indirectly related, to patient care, but that are a necessary component of providing goods and services to program beneficiaries including, but not limited to, services related to treatment plan reviews, data entry, claims processing, preparation for providing goods or services,

transportation, delivery, or providing equipment, goods, or services used to provide goods and services to program beneficiaries. This payment prohibition applies to the Respondents and all other individuals and entities (including, for example, anyone who employs or contracts with the Respondents). The Suspension applies regardless of who submits the claim or other request for payment.

4. The Respondents shall not submit or cause to be submitted to any program administered by the DSS any claim or request for payment for goods or services, including administrative and management services, furnished, ordered, or prescribed by the Respondents or otherwise during the Suspension.
5. The Respondents agree to not operate, have or acquire any ownership interest in, share in the profits of, receive any payments from, or loan any money to, any person or entity that applies for reimbursement for goods or services from any program administered by the DSS during the Suspension. The Respondents shall not apply directly or indirectly for reimbursement for goods or services from any program administered by the DSS during the Suspension.
6. The Respondents understand that violation of the conditions of this Suspension may result in, among other things, criminal prosecution, civil prosecution, and the imposition of civil penalties including, but not limited to, monetary penalties and assessments.
7. The Respondents agree to hold any and all programs administered by the DSS, and all recipients and/or beneficiaries, harmless from any financial responsibility for goods or services furnished, ordered, or prescribed to such beneficiaries or sponsors by the Respondents during the period of the Suspension.

8. The Respondents waive and shall not assert any defenses to this Suspension.
9. The Respondents waive any further notice of this Suspension and agree not to contest the Suspension, under Conn. Gen. Stat. § 17b-99 and Regs., Conn. State Agencies §§ 17-83k-1 through 17-83k-7, inclusive, either administratively or in any state or federal court.
10. The Respondents understand that violation of the conditions of this Suspension may result in, among other things, criminal prosecution, civil prosecution, and the imposition of civil penalties including, but not limited to, monetary penalties and assessments.
11. The Respondents agree to hold any and all programs administered by the DSS, and all recipients and/or beneficiaries, harmless from any financial responsibility for goods or services furnished, ordered, or prescribed to such beneficiaries or sponsors by the Respondents during the period of the Suspension.
12. The Respondents are expected to fully and timely comply with all of their obligations under this Agreement. A "Default" of this Agreement means any material violation of the Respondents' obligations under this Agreement that occurs after the effective date of this Agreement.
13. In the event of a Default as defined in paragraph 12 above, the DSS may suspend the Respondents indefinitely from providing goods or services or otherwise participating in the CMAP, and/or any and all other programs administered by the DSS. The Respondents agree that a Default of this Agreement is an independent basis for an indefinite suspension from providing goods or services or otherwise participating in the CMAP, and/or any and all other programs administered by the DSS.

14. Any notice necessary under this Agreement shall be in writing and delivered by facsimile or certified mail return receipt requested. Such notice shall be effective upon receipt. The Respondents agree that their counsel identified in this paragraph, or other counsel identified, shall accept service of a Notice of Default and Suspension on their behalf. Notice shall be addressed to the DSS as follows:

**John F. McCormick, Director
Office of Quality Assurance
Department of Social Services
55 Farmington Avenue
Hartford, CT 06105-3730**

and

**Michael E. Cole, Assistant Attorney General
Antitrust & Government Program Fraud Department
Office of the Attorney General
P.O. Box 120
55 Elm Street
Hartford, CT 06141-0120**

Notice shall be addressed to either Respondent as follows:

**Tamar R. Birkhead, Esq.
Parett, Porto, Parese & Colwell, P.C.
One Hamden Center
2319 Whitney Ave., Suite 1-D
Hamden, CT 06518**

The Parties may designate a different address or addressee for notice or submissions by serving the other party with written notice of the new address or addressee.

15. The Respondents admit all jurisdiction of the DSS to enter into this Agreement. The Respondents understand this Agreement shall have no force or effect, nor shall it become a part of the official record, unless or until it is accepted in writing by the DSS. The effective date of this Agreement is the date the DSS signs the Agreement. Upon written acceptance by the DSS, the Agreement shall become final without

further notice to the Respondents. The Agreement shall be governed by the laws of the State of Connecticut. The Parties agree that exclusive jurisdiction and venue for any dispute arising under the Agreement shall be the Superior Court for the Hartford Judicial District. All applicable statutes of limitation, to the extent any such statute even applies to a claim by the DSS, shall be tolled from the date of the acceptance and approval of this Agreement. Except as explicitly stated, this Agreement shall not create or extinguish any of the Parties' rights or obligations. Nothing in this Agreement shall be construed to create a waiver of the State of Connecticut's sovereign immunity. This Agreement shall neither create nor affect any rights of persons who are not parties to this Agreement.

16. This Agreement shall have no precedential effect whatsoever adverse to the Parties, and is based upon the unique circumstances surrounding this case. If any provision of this Agreement shall be determined to be void, invalid, unenforceable or illegal for any reason, it shall be ineffective only to the extent of such prohibition and the validity and enforceability of all the remaining provisions shall not be affected thereby. This Agreement constitutes the complete agreement between the Parties. This Agreement may not be amended except by written consent of the Parties.
17. The Respondents warrant they have full power and authority to enter into this Agreement. The Parties consent to the disclosure of this Agreement to the public. The Respondents have read this Agreement, discussed it with their counsel, understand it, and agree to be bound by it. The Respondents are knowingly and voluntarily signing this Agreement. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement.

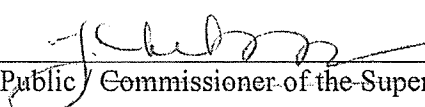
Facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Agreement. This Agreement is binding on the Parties' successors, transferees, heirs, and assigns.

DAVIS GROUP, LLC

Date: _____


By: Lamaara Davis, CEO

Acknowledged before me on December 26, 2018


Notary Public / Commissioner of the Superior Court

My Commission Expires On 1/31/20

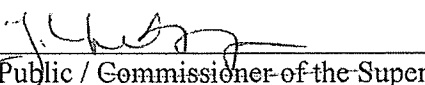
JERIEN M. LEBRON
NOTARY PUBLIC
MY COMMISSION EXPIRES JAN. 31, 2022

LAMAARA DAVIS

Date: _____


Lamaara Davis

Acknowledged before me on December 26, 2018

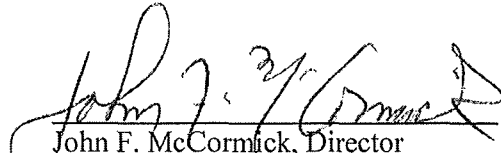

Notary Public / Commissioner of the Superior Court

My Commission Expires On 1/31/20

JERIEN M. LEBRON
NOTARY PUBLIC
MY COMMISSION EXPIRES JAN. 31, 2022

**STATE OF CONNECTICUT
DEPARTMENT OF SOCIAL SERVICES**

Date: 1/7/2019

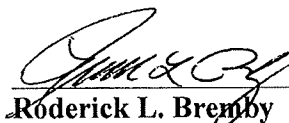

John F. McCormick, Director
Office of Quality Assurance
Department of Social Services

CONSENT ORDER

The provisions of the Settlement Agreement between Davis Group, LLC, Lamaara Davis, and the State of Connecticut Department of Social Services, set forth in paragraphs A through H, and paragraphs 1 through 17, above, are hereby incorporated by reference and accepted as an order of the State of Connecticut Department of Social Services.

Accepted and approved and Consent Order entered by the Commissioner on the

_____ day of _____, 2019.



Roderick L. Bremby
Commissioner
Department of Social Services