

Docket # HHD CV12 – 6032889 S

STATE OF CONNECTICUT : SUPERIOR COURT
:
v. : JUDICIAL DISTRICT OF HARTFORD
:
GARY ANUSAVICE, ET AL. : *April*
: JANUARY 14, 2015

JOINT MOTION FOR PARTIAL JUDGMENT UPON STIPULATION

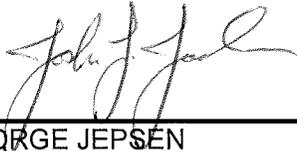
The STATE OF CONNECTICUT, and Defendants MEHRAN ZAMANI, D.D.S., DENTAL GROUP OF STAMFORD, LLC, MEHRAN ZAMANI, LLC, LANDMARK DENTAL, DENTAL GROUP OF CONNECTICUT, LLC, DENTAL GROUP OF WATERBURY, LLC, DENTISTS GROUP OF STAMFORD, PC, MEHRAN ZAMANI, DDS, PC, DENTISTS GROUP OF CONNECTICUT, PC, DENTISTS GROUP OF WATERBURY, PC, DENTAL GROUP OF NEW BRITAIN, PC, DENTAL GROUP OF HARTFORD, PC, HARTFORD DENTAL INCORPORATED, PC, and DENTAL GROUP OF DANBURY, PC, jointly move that partial judgment enter pursuant to the attached STIPULATION FOR PARTIAL JUDGMENT.

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

STATE OF CONNECTICUT

DEFENDANTS

**MEHRAN ZAMANI, D.D.S.;
DENTAL GROUP OF STAMFORD, LLC;
MEHRAN ZAMANI, LLC;
LANDMARK DENTAL;
DENTAL GROUP OF CONNECTICUT, LLC;
DENTAL GROUP OF WATERBURY, LLC;
DENTISTS GROUP OF STAMFORD, PC;
MEHRAN ZAMANI, DDS, PC;
DENTISTS GROUP OF CONNECTICUT, PC;
DENTISTS GROUP OF WATERBURY, PC;
DENTAL GROUP OF NEW BRITAIN, PC;
DENTAL GROUP OF HARTFORD, PC;
HARTFORD DENTAL INCORPORATED, PC;
and DENTAL GROUP OF DANBURY, PC**



**GEORGE JEPSEN
ATTORNEY GENERAL**

By: Robert B. Teitelman (Juris # 085053)
Joshua L. Jackson (Juris # 431455)

Assistant Attorneys General
55 Elm Street, P.O. Box 120
Hartford, CT 06141-120
860-808-5040/ Fax: 860-808-5391
Email: robert.teitelman@ct.gov
joshua.jackson@ct.gov



BY THEIR ATTORNEY

Hubert J. Santos (Juris # 053465)
Law Offices of Hubert J. Santos
51 Russ Street
Hartford, CT 06106
860-249-6548 / Fax: 860-724-5533
Email: hsantos@HubertSantosLaw.com

ORDER

The court having duly considered the JOINT MOTION FOR PARTIAL JUDGMENT UPON STIPULATION, hereby ORDERS as follows:

Judgment may enter in favor of the STATE OF CONNECTICUT and against MEHRAN ZAMANI, D.D.S., DENTAL GROUP OF STAMFORD, LLC, MEHRAN ZAMANI, LLC, LANDMARK DENTAL, DENTAL GROUP OF CONNECTICUT, LLC, DENTAL GROUP OF WATERBURY, LLC, DENTISTS GROUP OF STAMFORD, PC, MEHRAN ZAMANI, DDS, PC, DENTISTS GROUP OF CONNECTICUT, PC, DENTISTS GROUP OF WATERBURY, PC, DENTAL GROUP OF NEW BRITAIN, PC, DENTAL GROUP OF HARTFORD, PC, HARTFORD DENTAL INCORPORATED, PC, and DENTAL GROUP OF DANBURY, PC, pursuant to the attached STIPULATION FOR PARTIAL JUDGMENT.

SO ORDERED.

BY THE COURT

Date

Judge/ Clerk

CERTIFICATION

I hereby certify that a copy of the foregoing JOINT MOTION FOR PARTIAL JUDGMENT UPON STIPULATION was mailed and/or electronically delivered in accordance with Conn. Prac. Bk. §§ 10-12 and 10-13 on this ^{14th} ~~January~~ ^{April} day of ~~January~~, 2015, to all counsel and pro se parties of record, as follows:

Bruce D. Koffsky
Koffsky & Felsen, LLC
1150 Bedford Street
Stamford, CT 06905-5309
Tel. (203) 327-1500/ Fax (203) 327-7660
bkoffsky@snet.net

Jeffrey J. Mirman
Hinckley Allen
20 Church Street
Hartford, CT 06103
Tel. (860) 725-6200/ Fax (860) 278-3802
jmirman@ldlaw.com

John Gallagher, Pro Se
4 Old Wenham Way
Manchester, MA 01944
Tel. (978) 526-7512/ Fax (978) 526-0007
johng@ourrentalparadise.com

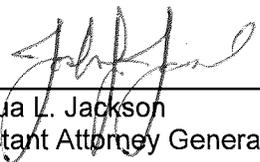
United States Attorney
District of Connecticut
157 Church Street, 25th Floor
New Haven, CT 06510

Hubert J. Santos
Santos & Seeley PC
51 Russ Street
Hartford, CT 06106
Tel. (860) 249-6548/ Fax (860)724-5533
hsantos@HubertSantosLaw.com

Ruth Daniella Weissman
Attorney at Law
P.O. Box 370552
West Hartford, CT 06137
Tel. (860) 777-7128
rdw@iamalawyer.net

Kenneth M. Rozich
Jacobs and Rozich, LLC
91 Williams Street, P.O. Box 1952
New Haven, CT 06509
Tel. (203) 772-4134
Krozich@jandrllc.com

Law Office of Damian Boz
10 Winthrop Square, 2nd Floor
Boston, MA 02110
Tel. (617) 221-3551
damian@boz-law.com



Joshua L. Jackson
Assistant Attorney General

Docket # HHD CV12 – 6032889 S

STATE OF CONNECTICUT : SUPERIOR COURT
:
v. : JUDICIAL DISTRICT OF HARTFORD
:
GARY ANUSAVICE, ET AL. : ~~JANUARY~~ April 14, 2015

STIPULATION FOR PARTIAL JUDGMENT

The STATE OF CONNECTICUT, and Defendants MEHRAN ZAMANI, D.D.S., DENTAL GROUP OF STAMFORD, LLC, MEHRAN ZAMANI, LLC, LANDMARK DENTAL, DENTAL GROUP OF CONNECTICUT, LLC, DENTAL GROUP OF WATERBURY, LLC, DENTISTS GROUP OF STAMFORD, PC, MEHRAN ZAMANI, DDS, PC, DENTISTS GROUP OF CONNECTICUT, PC, DENTISTS GROUP OF WATERBURY, PC, DENTAL GROUP OF NEW BRITAIN, PC, DENTAL GROUP OF HARTFORD, PC, HARTFORD DENTAL INCORPORATED, PC, and DENTAL GROUP OF DANBURY, PC (collectively, the "ZAMANI DEFENDANTS"), hereby stipulate and agree that partial judgment shall enter as follows:

Judgment shall enter in favor of the STATE OF CONNECTICUT and against the ZAMANI DEFENDANTS. While this PARTIAL JUDGMENT fully resolves all claims against the ZAMANI DEFENDANTS, it has no bearing on the claims against the other defendants in this case.

Judgment shall enter as follows:

1. The ZAMANI DEFENDANTS shall pay to the STATE OF CONNECTICUT and the United States of America—acting through the United States Department of Justice and on behalf of the Office of Inspector General of the Department of Health and Human Services (collectively, the "United States")—the sum of Two Hundred Thousand Dollars (\$200,000.00) by electronic funds transfer pursuant to written instructions to be provided by the Office of the United States Attorney for the District of Connecticut.
2. Contemporaneous with executing this STIPULATION FOR PARTIAL JUDGMENT, Defendant

MEHRAN ZAMANI, D.D.S. ("MEHRAN ZAMANI"), shall execute the document attached as **Exhibit A**, which consents to the Connecticut Commissioner of Social Services excluding and suspending the ZAMANI DEFENDANTS from participating in the Connecticut Medical Assistance Program administered by the Connecticut Department of Social Services for a period of ten (10) years ("Suspension Agreement"). The ten (10) year exclusion and suspension of the ZAMANI DEFENDANTS shall become effective upon execution of the Suspension Agreement.

3. The ZAMANI DEFENDANTS hereby give up, release, and waive any and all right, title and/or legal interest of any sort in any claims for payment of any sort by the Connecticut Department of Social Services, including, but not limited to, the approximately One Million, Nine Hundred Thousand Dollars (\$1,900,000.00) that has been suspended by the Connecticut Department of Social Services.
4. Unless otherwise specified in the text of this STIPULATION, the terms of this PARTIAL JUDGMENT shall apply jointly and severally to the ZAMANI DEFENDANTS.
5. (a) Defendant MEHRAN ZAMANI agrees to fully cooperate with the Connecticut Office of the Attorney General ("OAG") in this ongoing case pending in the Connecticut Superior Court, Docket # HHD CV12 – 6032889 S ("Civil Matter"), as well as any future investigative, administrative, legal, or any other matter in which the OAG seeks Defendant MEHRAN ZAMANI's cooperation that is related to the conduct alleged in the Civil Matter. Cooperation shall include, but not be limited to: (i) producing, voluntarily, without service of subpoena, all information, documents or other tangible evidence requested by the OAG; (ii) preparing, without service of subpoena, any compilations or summaries of information or data requested by the OAG; (iii) answering completely, candidly and truthfully any and all inquiries put to him by the OAG, without the service of a subpoena. All of these obligations shall be carried out consistent with any obligations Defendant MEHRAN ZAMANI may have to the United States Department of Justice. If the OAG determines that Defendant MEHRAN ZAMANI has intentionally given false, misleading or incomplete information or testimony, has failed to cooperate fully, or otherwise has violated any provision of this STIPULATION FOR PARTIAL JUDGMENT, then the OAG may deem this STIPULATION null and void. In the event the OAG voids this STIPULATION, Defendant MEHRAN ZAMANI may be subject to civil action for the conduct alleged in the Civil Matter.

(b) In the event any document or information requested by the OAG as part of Defendant MEHRAN ZAMANI's cooperation obligation is withheld or redacted on grounds of privilege, work-product or other legal doctrine, upon the request of the OAG or its designated representative, Defendant MEHRAN ZAMANI shall submit a statement in writing indicating: (i) the type of document or information; (ii) the date of the document; (iii) the author and recipient of the document; (iv) the general subject matter of the document or information; (v) the reason for withholding the document or information; and (vi) the Bates number or range of the withheld document. The OAG or its designated representative may initiate a challenge to such claims in the Superior Court of the State of Connecticut and may rely on all documents or communications theretofore obtained, produced, or the contents of which

have been described by Defendant MEHRAN ZAMANI.

6. The ZAMANI DEFENDANTS hereby release, waive and discharge the STATE OF CONNECTICUT, as well as any of its officials, employees and/or agents, from any and all causes of action and/or liability of any sort (including attorneys' fees, costs and expenses of every kind and however denominated) which the ZAMANI DEFENDANTS have asserted, could have asserted, or may in the future assert against the STATE OF CONNECTICUT, as well as any of its officials, employees and/or agents, arising or connected in any way to the STATE OF CONNECTICUT's investigation and prosecution of this case, the conduct underlying the claims in this case, 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.
7. Nothing in this STIPULATION FOR PARTIAL JUDGMENT shall be construed to create a waiver of the STATE OF CONNECTICUT's sovereign immunity.
8. This STIPULATION FOR PARTIAL JUDGMENT shall neither create nor affect any rights of persons who are not parties to this PARTIAL JUDGMENT.
9. This STIPULATION FOR PARTIAL JUDGMENT shall be governed by the laws of the State of Connecticut.
10. The exclusive forum for resolving any disputes under this STIPULATION FOR PARTIAL JUDGMENT shall be the Superior Court of the State of Connecticut.
11. This STIPULATION FOR PARTIAL JUDGMENT constitutes the complete agreement between the STATE OF CONNECTICUT and the ZAMANI DEFENDANTS, and may not be amended except by written consent of the parties to this STIPULATION.
12. The ZAMANI DEFENDANTS represent that this STIPULATION FOR PARTIAL JUDGMENT is freely and voluntarily entered into without any degree of duress or compulsion whatsoever.
13. This STIPULATION FOR PARTIAL JUDGMENT shall be effective immediately upon entry by the Superior Court.

STATE OF CONNECTICUT

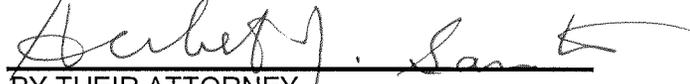
DEFENDANTS

MEHRAN ZAMANI, D.D.S.;
DENTAL GROUP OF STAMFORD, LLC;
MEHRAN ZAMANI, LLC;
LANDMARK DENTAL;
DENTAL GROUP OF CONNECTICUT, LLC;
DENTAL GROUP OF WATERBURY, LLC;
DENTISTS GROUP OF STAMFORD, PC;
MEHRAN ZAMANI, DDS, PC;
DENTISTS GROUP OF CONNECTICUT, PC;
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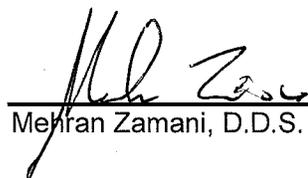


GEORGE JEPSEN
ATTORNEY GENERAL

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55 Elm Street, P.O. Box 120
Hartford, CT 06141-120
860-808-5040/ Fax: 860-808-5391
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51 Russ Street
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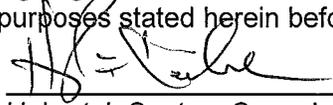
Mehran Zamani, D.D.S.

STATE OF CONNECTICUT

COUNTY OF FAIRFIELD

)
) ss.: New Haven 1/29, 2015
)

Then and there personally appeared before me the above identified Mehran Zamani, D.D.S., who executed the foregoing and who acknowledged its execution of the foregoing to be his free act and deed for the purposes stated herein before me, the undersigned authority.



Hubert J. Santos, Commissioner of the Superior Court

HUBERT SANTOS

CERTIFICATION

I hereby certify that a copy of the foregoing STIPULATION FOR PARTIAL JUDGMENT was mailed and/or electronically delivered in accordance with Conn. Prac. Bk. §§ 10-12 and 10-13 on this ^{14th} day of ~~January~~ ^{April}, 2015, to all counsel and pro se parties of record, as follows:

Bruce D. Koffsky
Koffsky & Felsen, LLC
1150 Bedford Street
Stamford, CT 06905-5309
Tel. (203) 327-1500/ Fax (203) 327-7660
bkoffsky@snet.net

Jeffrey J. Mirman
Hinckley Allen
20 Church Street
Hartford, CT 06103
Tel. (860) 725-6200/ Fax (860) 278-3802
jmirman@ldlaw.com

John Gallagher, Pro Se
4 Old Wenham Way
Manchester, MA 01944
Tel. (978) 526-7512/ Fax (978) 526-0007
johng@ourrentalparadise.com

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Attorney at Law
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rdw@iamalawyer.net

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Boston, MA 02110
Tel. (617) 221-3551
damian@boz-law.com



Joshua L. Jackson
Assistant Attorney General

EXHIBIT A

**STATE OF CONNECTICUT
DEPARTMENT OF SOCIAL SERVICES**

RE: Mehran Zamani, D.D.S.; Dental Group of Stamford, LLC; Mehran Zamani, LLC; Landmark Dental; Dental Group of Connecticut, LLC; Dental Group of Waterbury, LLC; Dentists Group of Stamford, PC; Mehran Zamani, DDS, PC; Dentists Group of Connecticut, PC; Dentists Group of Waterbury, PC; Dental Group of New Britain, PC; Dental Group of Hartford, PC; Hartford Dental Incorporated, PC; and Dental Group of Danbury, PC.

SUSPENSION AGREEMENT

This Suspension Agreement ("Agreement") is entered into among the State of Connecticut Department of Social Services and Mehran Zamani, D.D.S., Dental Group of Stamford, LLC; Mehran Zamani, LLC; Landmark Dental; Dental Group of Connecticut, LLC; Dental Group of Waterbury, LLC; Dentists Group of Stamford, PC; Mehran Zamani, DDS, PC; Dentists Group of Connecticut, PC; Dentists Group of Waterbury, PC; Dental Group of New Britain, PC; Dental Group of Hartford, PC; Hartford Dental Incorporated, PC; and Dental Group of Danbury, PC (collectively, "the Parties") through their authorized representatives.

RECITALS

- A. Pursuant to Conn. Gen. Stat. § 17b-2 (3), the State of Connecticut Department of Social Services ("Department") is the single state agency responsible for administering the Medicaid Program, which is part of the Connecticut Medical Assistance Program ("CTMAP").
- B. Mehran Zamani, D.D.S. ("Zamani") is currently a Defendant in the federal criminal matter of *United States of America v. Mehran Zamani*, 3:12-mj-00150-HBF-1 (D. Conn.) ("Criminal Matter"). In the Criminal Matter, Zamani is alleged to, among other things, have submitted or caused to be submitted false or fraudulent provider enrollment applications to the Department, and pursuant to those false or fraudulent applications, submitted or caused to be submitted claims to the CTMAP whereby payments were received from the CTMAP. Zamani is expected to plead guilty to violating section 1129B of the Social Security Act, 42 U.S.C. § 1320a-8b.

- C. Zamani is or was an officer, director, and/or owner of the following entities: Dental Group of Stamford, LLC; Mehran Zamani, LLC; Landmark Dental; Dental Group of Connecticut, LLC; Dental Group of Waterbury, LLC; Dentists Group of Stamford, PC; Mehran Zamani, DDS, PC; Dentists Group of Connecticut, PC; Dentists Group of Waterbury, PC; Dental Group of New Britain, PC; Dental Group of Hartford, PC; Hartford Dental Incorporated, PC; and Dental Group of Danbury, PC (collectively, the "Zamani Entities"). Zamani exercised management authority and control over the Zamani Entities, related to the practice of dentistry in Connecticut. Zamani represents that he has legal authority to bind the Zamani Entities to this Agreement. Hereinafter, Zamani and the Zamani Entities will be collectively referred to as the "Respondents".
- D. The Respondents were Defendants in the state civil matter of *State of Connecticut v. Gary Anusavice, et al.*, HHD-CV12-6032889-S, pending in the Connecticut Superior Court ("Civil Matter"). The operative allegations in the Civil Matter share the same factual predicate as those alleged in the Criminal Matter, which involve Zamani and the Zamani Entities having had, among other things, defrauded the Medicaid program and the Department. In the Civil Matter, the Respondents are alleged to have committed violations of the Connecticut False Claims Act (Conn. Gen. Stat. § 17b-301, *et seq.*), as amended by 2014 Conn. Public Acts # 14-217, §§1-18, 257, as well as violations of the Connecticut Unfair Trade Practices Act (Conn. Gen. Stat. § 42-110a, *et seq.*).
- E. In the Civil Matter, the Respondents have knowingly and voluntarily agreed to enter into a Stipulation for Partial Judgment ("Stipulation") with the State of Connecticut. An express condition of the Stipulation is that Zamani execute this Agreement, and the Agreement is attached to the Stipulation as **Exhibit A**.
- F. Pursuant to Conn. Gen. Stat. § 17b-99 and Regs., Conn. State Agencies §§ 17-83k-1 through 17-83k-9, the Department 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 CTMAP or any other program administered by the Department for the conduct

alleged in the Civil and Criminal Matters.

- G. This Agreement is neither an admission of liability by the Respondents, nor a concession by the State of Connecticut and the Department that its legal claims are not well founded.
- H. In consideration of the provisions in the Stipulation, as well as the mutual promises and obligations of this Agreement, the Parties agree and covenant as follows:

TERMS AND CONDITIONS

1. Pursuant to Connecticut General Statutes § 17b-99 and Regulations of Connecticut State Agencies §§ 17-83k-1 through 17-83k-7, inclusive, and the Consent Order, below, the Respondents will be excluded and suspended from providing any goods or services or otherwise participating in the CTMAP, the Medicaid Program, and/or any and all other programs administered by the Department 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 Department 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 Department 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 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.
6. The Respondents agree to hold any and all programs administered by the Department, 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 before or after the effective date of the Suspension.
7. 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 Department during the Suspension. The Respondents shall not apply directly or indirectly for reimbursement for goods or services from any program administered by the Department during the Suspension. The Respondents shall not be employed by any person or entity that obtains reimbursement from any program administered by the Department for services performed by the Respondents during the Suspension, nor shall the Respondents receive compensation as an agent or contractor from any such entity or person for services performed by the Respondents during 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 agrees not to contest the Suspension, under Connecticut General Statutes § 17b-99 and Regulations of Connecticut State Agencies §§ 17-83k-1 through 17-83k-7, inclusive, either administratively or in any state or federal court.

10. Any notice necessary under the Consent Order 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 Department as follows:

John F. McCormick, Director
Office of Quality Assurance
Department of Social Services
25 Sigourney Street
Hartford, CT 06106

Notice shall be addressed to the Respondents as follows:

Hugh Keefe, Esq.
Lynch, Traub, Keefe and Errante, P.C.
52 Trumbull St., P.O. Box 1612
New Haven, CT 06510

11. The Respondents admit all jurisdiction of the Commissioner to issue the Consent Order. The Respondents understand the Consent Order 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 Commissioner. Upon written acceptance by the Commissioner, the Consent Order shall become final without further notice to the Respondents and shall relieve the Commissioner from all responsibility to render a final decision regarding the suspension under Connecticut General Statutes § 17b-99 and Regulations of Connecticut State Agencies §§ 17-83k-1 through 17-83k-7, inclusive. The Consent Order shall have the same force and effect of law as an Order entered into as a final decision after a full hearing with Findings of Fact and Conclusions of Law. The Consent Order shall be enforceable by the Department in the same manner in which a final decision by the Commissioner is enforceable. The Consent Order shall be governed by the laws of the State of Connecticut. The Respondents agree that exclusive jurisdiction and

venue for any dispute arising under the Consent Order shall be the Superior Court for the Judicial District of Hartford, Connecticut.

12. The Respondents fully and finally releases the Department, the State of Connecticut, and their respective agencies, officers, agents, employees, attorneys, and servants, from any legal claims (including attorney's fees, costs, and expenses of every kind and however denominated) that the Respondents have asserted, could have asserted, or may assert in the future against the Department, the State of Connecticut, and their respective agencies, officers, agents, employees, attorneys, and servants, concerning the conduct alleged in the Criminal and Civil Matters and the investigation and prosecution thereof.
13. Except as explicitly stated, this Agreement shall not create or extinguish any of the Parties' rights or obligations. This Agreement and Consent Order has no bearing on any criminal, civil, or federal administrative liability the Respondents may have. This Agreement shall have no precedential effect whatsoever adverse to the Parties, and is based upon the unique circumstances surrounding this case. This Agreement constitutes the complete agreement between the Parties. This Agreement may not be amended except by written consent of the Parties. By their signature below each signatory warrants that they have full power and authority to enter into this Agreement on behalf of the Parties for which they sign, and that the signatory has been properly authorized and empowered to enter into this Agreement. The Parties consent to the disclosure of this Agreement to the public.
14. Should any part of this Agreement be rendered or declared invalid by a court of the State of Connecticut, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof, and they shall remain in full force and effect.
15. The Respondents have read this Agreement, understand it, and agree to be bound by it. The Respondents are knowingly and voluntarily signing this Agreement, and consent to being excluded and suspended from providing goods or services or otherwise participating in the CTMAP, the Connecticut Medicaid Program, and/or any and all other programs administered

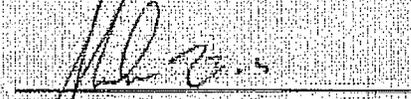
by the Department for a period of ten (10) years, effective upon execution of this Agreement.

Mehran Zamani, D.D.S., individually, and as a current or former officer, director and/or owner of the following entities: Dental Group of Stamford, LLC; Mehran Zamani, LLC; Landmark Dental; Dental Group of Connecticut, LLC; Dental Group of Waterbury, LLC; Dentists Group of Stamford, PC; Mehran Zamani, DDS, PC; Dentists Group of Connecticut, PC; Dentists Group of Waterbury, PC; Dental Group of New Britain, PC; Dental Group of Hartford, PC; Hartford Dental Incorporated, PC; and Dental Group of Danbury, PC

WITNESS

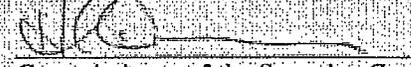


HUNT KEEFE
PRINT NAME



MEHRAN ZAMANI
PRINT NAME

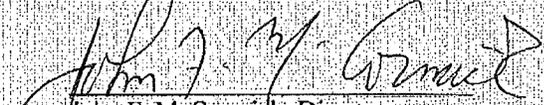
Acknowledged before me on the 25th day of January, 2015.



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

Date 2/24/15

STATE OF CONNECTICUT
DEPARTMENT OF SOCIAL SERVICES

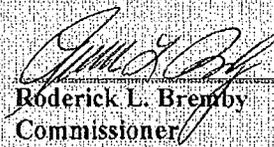

John F. McCormick, Director
Office of Quality Assurance
Department of Social Services

CONSENT ORDER

The provisions of the Suspension Agreement between Mehran Zamani, D.D.S., the Zamani Entities, and the State of Connecticut Department of Social Services, set forth in paragraphs A through G; and paragraphs 1 through 15; 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

25th day of February, 2015.


Roderick L. Bremby
Commissioner
Department of Social Services