

SETTLEMENT AGREEMENT

I. PARTIES

This Settlement Agreement ("Agreement") is entered into among the STATE OF CONNECTICUT, acting through the Attorney General of the State of Connecticut ("OAG") and the Department of Social Services ("DSS") (collectively, the "State of Connecticut"); and Defendants (1) GEORGY BETSER A/K/A GARY BETSER, (2) ADVANCED DENTAL OFFICE AND LABORATORY, G. BETSER, DDS, LLC, (3) DENTAL LABORATORY ADVANCED MANAGEMENT AND BILLING, LLC, (4) MOBILE MANAGEMENT & BILLING OF USA, LLC, AND (5) IRINA BETSER, (collectively, the "BETSER DEFENDANTS"), through their authorized representatives.

II. RECITALS

A. The OAG contends that BETSER DEFENDANTS submitted or caused to be submitted claims for payment to the Connecticut Medical Assistance Program ("CMAP"), which includes the Connecticut Medicaid Program ("Connecticut Medicaid"), 42 U.S.C. §§ 1396 —1396w-5.

B. The OAG brought certain civil claims against BETSER DEFENDANTS in the civil matter of *State of Connecticut v. Georgy Betser, et al.*, HHD-CV14-6051978-S, pending in the Connecticut Superior Court ("Civil Matter"). The allegations pertaining to BETSER DEFENDANTS in the Civil Matter—as set forth in the Complaint alleging, *inter alia*, a violation of the Connecticut False Claims Act, Conn. Gen. Stat. § 4-275, *et seq.*—are referred to below as the "Covered Conduct".

C. This Settlement Agreement is neither an admission or other evidence of liability by BETSER DEFENDANTS, which liability the BETSER DEFENDANTS neither admit nor deny, nor a concession by the STATE OF CONNECTICUT that its claims are not well founded.

D. To avoid the delay, uncertainty, inconvenience, and expense of protracted litigation of the above claims, and in consideration of the mutual promises and obligations of this Settlement Agreement, the Parties agree and covenant as follows:

III. TERMS AND CONDITIONS

1. The amount owed by BETSER DEFENDANTS to the STATE OF CONNECTICUT pursuant to this Settlement Agreement is \$755,956.30 ("Settlement Amount"). BETSER DEFENDANTS agree that the Settlement Amount will be satisfied as follows:

- a) Pursuant to 42 C.F.R. §455.23, the Department of Social Services suspended and/or retained Medicaid payments due to one or more of the BETSER DEFENDANTS in the amount of \$855,956.30 ("Suspended Amount").
- b) BETSER DEFENDANTS agree to give up and release all right, title, and interest to \$755,956.30 of the Suspended Amount (hereinafter, the "Settlement Amount"), and to release the State of Connecticut from all claims, actions and damages BETSER DEFENDANTS may have arising from BETSER DEFENDANTS' contracts with the Department of Social Services and its Connecticut Medical Assistance Plans, including Connecticut Medicaid. BETSER DEFENDANTS agree that the State of Connecticut shall retain the Settlement Amount forever. BETSER DEFENDANTS expressly relinquish any and all rights of any kind that they may have with respect to the Settlement Amount, including, but not limited to: (i) any and all claims or rights to have an overpayment determined; (ii) any and all rights to receive payment of those funds; (iii) any and all rights to appeal, whether formally or informally and whether administratively or judicially, the right of the State of Connecticut to retain those funds; and (iv) any other rights BETSER DEFENDANTS may have to challenge the Settlement Amount in any respect.

- c) The balance of the Suspension Amount—namely, \$100,000.00—shall be remitted by the Department of Social Services to BETSER DEFENDANTS as follows: wire transfer to The Quinn Law Firm Escrow Account held at Tompkins Mahopac Bank (routing #: 021911398; account #: 110010647).

2. Subject to the exceptions in Paragraph 4 below (concerning excluded claims), and conditioned upon BETSER DEFENDANTS giving up and releasing all right, title, and interest to the Settlement Amount, the State of Connecticut releases BETSER DEFENDANTS from any civil claims the State of Connecticut has, or could have asserted, for the Covered Conduct under Conn. Gen. Stat. §4-274, *et seq.*, (Connecticut state False Claims Act). In addition, conditioned upon BETSER DEFENDANTS giving up and releasing all right, title, and interest to the Settlement Amount, execution of this Agreement, and execution of the documents referenced in Paragraph 3 below, the State of Connecticut shall file a Withdrawal (form JD-CV-41) in the Civil Matter, as to BETSER DEFENDANTS.

3. Contemporaneous with executing this Settlement Agreement:

- a) BETSER DEFENDANTS shall execute the document attached as Exhibit A, which consents to the Connecticut Commissioner of Social Services excluding and suspending the Betser Defendants from participating in the CMAP for a period of ten (10) years ("Suspension Agreement"). The ten (10) year exclusion and suspension of the Betser Defendants shall become effective upon execution of the Suspension Agreement.
- b) Defendant GEORGY BETSER A/K/A GARY BETSER shall execute the document attached as Exhibit B, in which he agrees not to renew his expired Connecticut Dental license.

4. Notwithstanding the releases given in Paragraph 2 of this Agreement, or any other term of this Agreement, the following claims of the State of Connecticut are specifically reserved and are not released:

- a) Any liability arising under the laws and regulations that are administered and enforced by the State of Connecticut Department of Revenue Services;
- b) Any criminal liability;
- c) Any liability to the State of Connecticut (or their agencies) for any conduct other than the Covered Conduct;
- d) Any liability based upon obligations created by this Agreement;
- e) Any liability for express or implied warranty claims or other claims for defective or deficient products or services, including quality of goods and services;
- f) Any liability for failure to deliver goods or services due; and
- g) Any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct.

5. BETSER DEFENDANTS fully and finally release the State of Connecticut, its agencies, employees, servants, and agents from any claims in their official and individual capacities (including attorney's fees, costs, and expenses of every kind and however denominated) that BETSER DEFENDANTS have asserted, could have asserted, or may assert in the future against the State of Connecticut, its agencies, employees, servants, and agents, related to the Covered Conduct and the State of Connecticut's investigation and prosecution thereof.

6. This Agreement is intended to be for the benefit of the Parties only. The Parties do not release any claims against any other person or entity.

7. Each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

8. Each Party and signatory to this Agreement represents that it freely and voluntarily enters into this Agreement without any degree of duress or compulsion.

9. BETSER DEFENDANTS enter into this Agreement voluntarily and acknowledge that each is represented by legal counsel, and that BETSER DEFENDANTS have been fully advised of their legal rights in this matter.

10. This Agreement is governed by the laws of the State of Connecticut. The exclusive jurisdiction and venue for any dispute relating to this Agreement is the Superior Court for the Judicial District of Hartford, Connecticut. For purposes of construing this Agreement, this Agreement shall be deemed to have been drafted by all Parties to this Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

11. This Agreement constitutes the complete agreement between the Parties. This Agreement may not be amended except by written consent of the Parties.

12. The undersigned counsel represent and warrant that they are fully authorized to execute this Agreement on behalf of the persons and entities indicated below.

13. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement.

14. Nothing in this Agreement shall be construed to create a waiver of the State of Connecticut's sovereign immunity.

15. All Parties consent to the State of Connecticut's disclosure of this Agreement, and information about this Agreement, to the public.

16. This Agreement is effective on the date of signature of the last signatory to the Agreement ("Effective Date of this Agreement"). Facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

STATE OF CONNECTICUT

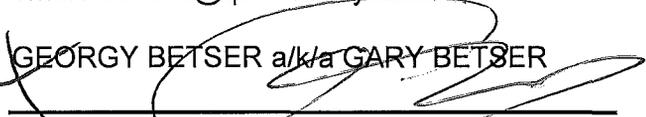


GEORGE JEPSEN
ATTORNEY GENERAL
By: Robert B. Teitelman (Juris # 085053)
Assistant Attorney General
55 Elm Street
Hartford, CT 06106-1774
860-808-5040/ Fax: 860-808-5391
email: robert.teitelman@ct.gov

DEFENDANTS
GEORGY BETSER a/k/a GARY BETSER;
ADVANCED DENTAL OFFICE AND
LABORATORY, G. BETSER, LLC;
DENTAL LABORATORY ADVANCED
MANAGEMENT AND BILLING, LLC;
MOBILE MANAGEMENT & BILLING OF
USA, LLC; and
IRINA BETSER



BY THEIR ATTORNEY
Anthony J. DiFiore
The Quinn Law Firm
399 Knollwood Road, Suite 220
White Plains, NY 10603-1937
914-997-0555 / Fax: 914-997-0550
email: adifiore@quinnlawny.com



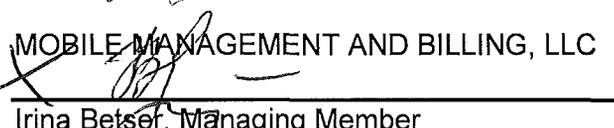
GEORGY BETSER a/k/a GARY BETSER
Georgy Betser a/k/a Gary Betser, Individually



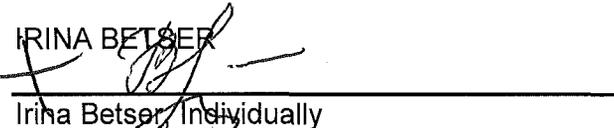
ADVANCED DENTAL OFFICE AND
LABORATORY, G. BETSER, LLC
Georgy Betser, Managing Member



DENTAL LABORATORY ADVANCED
MANAGEMENT AND BILLING, LLC
Irina Betser, Managing Member



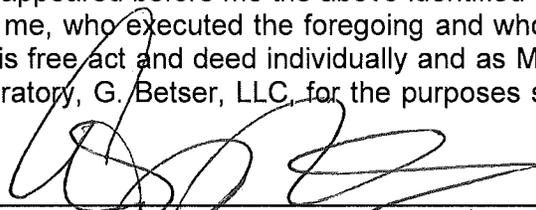
MOBILE MANAGEMENT AND BILLING, LLC
Irina Betser, Managing Member



IRINA BETSER
Irina Betser, Individually

STATE OF NEW YORK)
) ss.: White Plains New York, 2017
COUNTY OF WESTCHESTER) May 9, 2017

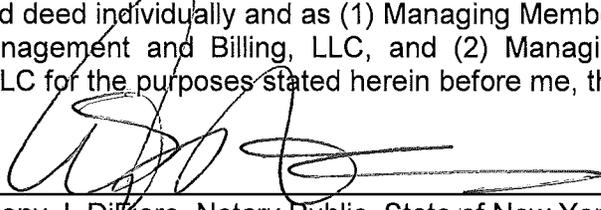
Then and there personally appeared before me the above identified Georgy Betser a/k/a Gary Betser, personally known to me, who executed the foregoing and who acknowledged the execution of the foregoing to be his free act and deed individually and as Managing Member of Advanced Dental Office and Laboratory, G. Betser, LLC, for the purposes stated herein before me, the undersigned authority.



(SEAL) ANTHONY J. DIFIORE, Notary Public, State of New York
No. 02DI5079506
Qualified in Westchester County
My Commission Expires June 9, 2019
Anthony J. DiFiore, Notary Public, State of New York
My Commission Expires: 6/9/19

STATE OF NEW YORK)
) ss.: White Plains New York, 2017
COUNTY OF WESTCHESTER) May 9, 2017

Then and there personally appeared before me the above identified Irina Betser, personally known to me, who executed the foregoing and who acknowledged the execution of the foregoing to be her free act and deed individually and as (1) Managing Member of Advanced Dental Laboratory Advanced Management and Billing, LLC, and (2) Managing Member of Mobile Management and Billing, LLC for the purposes stated herein before me, the undersigned authority.

{SEAL} 

Anthony J. DiFiore, Notary Public, State of New York
My Commission Expires: 6/9/19

ANTHONY J. DIFIORE
Notary Public, State of New York
No. 02DI5079506
Qualified in Westchester County
Commission Expires June 9, 2019



EXHIBIT A

STATE OF CONNECTICUT

DEPARTMENT OF SOCIAL SERVICES

RE: (1) Georgy Betser a/k/a Gary Betser,
(2) Advanced Dental Office and Laboratory, G. Betser, DDS, LLC,
(3) Dental Laboratory Advanced Management and Billing, LLC,
(4) Mobile Management & Billing of USA, LLC, and
(5) Irina Betser

SUSPENSION AGREEMENT

This Suspension Agreement ("Agreement") is entered into among the State of Connecticut Department of Social Services and (1) GEORGY BETSER A/K/A GARY BETSER, (2) ADVANCED DENTAL OFFICE AND LABORATORY, G. BETSER, DDS, LLC, (3) DENTAL LABORATORY ADVANCED MANAGEMENT AND BILLING, LLC, (4) MOBILE MANAGEMENT & BILLING OF USA, LLC, AND (5) IRINA BETSER (collectively, "the BETSER RESPONDENTS") through their authorized representatives.

RECITALS

- A. Pursuant to Conn. Gen. Stat. § 17b-2 (8), the State of Connecticut Department of Social Services ("CT DSS") is the single state agency responsible for administering the Medicaid Program, which is part of the Connecticut Medical Assistance Program ("CMAP").
- B. The BETSER RESPONDENTS are currently Defendants in the civil matter of *State of Connecticut v. Georgy Betser, et al.*, HHD-CV14-6051978-S, pending in the Connecticut Superior Court. The operative allegations are that BETSER RESPONDENTS committed violations of the Connecticut state False Claims Act (Conn. Gen. Stat. §4-274, *et. seq.*), with regard to claims for dental services reimbursed by CMAP.

- C. In the Civil Matter, the BETSER RESPONDENTS have knowingly and voluntarily agreed to enter into a Settlement Agreement with the State of Connecticut. An express condition of the Settlement Agreement is that the BETSER RESPONDENTS execute this Suspension Agreement, and the Suspension Agreement is attached to the Settlement Agreement as **Exhibit A**.
- D. Pursuant to Conn. Gen. Stat. § 17b-99 and Regs., Conn. State Agencies §§ 17-83k-1 through 17-83k-9, the CT DSS may bring an administrative Notice of Regulatory Violations and Proposed Sanctions against the BETSER RESPONDENTS to suspend them from providing goods or services under the CMAP or any other program administered by the CT DSS for the conduct alleged in the Civil Matter.
- E. This Suspension Agreement is neither an admission of liability by the BETSER RESPONDENTS nor a concession by the State of Connecticut and the CT DSS that its legal claims are not well founded.
- F. In consideration of the provisions in the Settlement Agreement, as well as the mutual promises and obligations of this Suspension Agreement, the Parties agree and covenant as follows:

TERMS AND CONDITIONS

1. Pursuant to Conn. Gen. Stat. §17b-99 and Regulations of Connecticut State Agencies §§17-83k-1 through 17-83k-7, inclusive, and the Consent Order, below, the BETSER RESPONDENTS will 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 CT DSS for a period of ten (10) years (hereinafter, "Suspension"). The Suspension shall become

effective upon execution of this Agreement.

2. The BETSER 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 BETSER RESPONDENTS acknowledge that pursuant to this Suspension, the CT DSS shall not reimburse any enrolled provider for goods or services, including administrative and management services, furnished, ordered, or prescribed by the BETSER 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 BETSER RESPONDENTS and all other individuals and entities (including, for example, anyone who employs or contracts with the BETSER RESPONDENTS). The Suspension applies regardless of who submits the claim or other request for payment.
4. The BETSER RESPONDENTS shall not submit or cause to be submitted to any

program administered by the CT DSS any claim or request for payment for goods or services, including administrative and management services, furnished, ordered, or prescribed by the BETSER RESPONDENTS or otherwise during the Suspension.

5. The BETSER RESPONDENTS understand that violation of the conditions of this Suspension may result in, among other things, criminal prosecution and the imposition of civil monetary penalties and assessments.
6. The BETSER RESPONDENTS agree to hold any and all programs administered by the CT 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 BETSER RESPONDENTS before or after the effective date of the Suspension.
7. The BETSER 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 CT DSS during the Suspension. The BETSER RESPONDENTS shall not apply directly or indirectly for reimbursement for goods or services from any program administered by the CT DSS during the Suspension. The BETSER RESPONDENTS shall not be employed by any person or entity that obtains reimbursement from any program administered by the CT DSS for services performed by the BETSER RESPONDENTS during the Suspension, nor shall the BETSER RESPONDENTS receive compensation as an agent or contractor from any such entity or person for services performed by the BETSER

RESPONDENTS during the Suspension.

8. The BETSER 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 BETSER RESPONDENTS during the period of the Suspension.
9. The BETSER RESPONDENTS waive and shall not assert any defenses to this Suspension.
10. The BETSER RESPONDENTS waive any further notice of this Suspension and agrees not to contest the Suspension, under Conn. Gen. Stat. §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.
11. 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 CT DSS 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 BETSER RESPONDENTS as follows:

Anthony J. DiFiore
The Quinn Law Firm
399 Knollwood Road, Suite 220
White Plains, NY 10603-1937
914-997-0555 / Fax: 914-997-0550
email: adifiore@quinnlawny.com

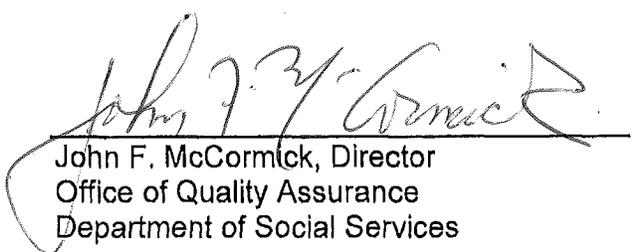
12. The BETSER RESPONDENTS admit all jurisdiction of the Commissioner to issue the

Consent Order. The BETSER 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 BETSER RESPONDENTS and shall relieve the Commissioner from all responsibility to render a final decision regarding the suspension under Conn. Gen. Stat. §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 CT DSS 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 BETSER 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.

13. The BETSER RESPONDENTS fully and finally release the CT DSS, 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 BETSER RESPONDENTS have asserted, could have asserted, or may assert in the future against the CT DSS, the State of Connecticut, and their respective agencies, officers, agents, employees, attorneys, and servants, concerning the conduct alleged in the Civil Matters and the investigation and prosecution thereof.

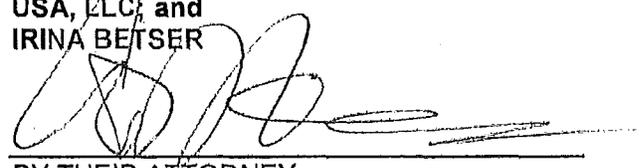
14. Except as explicitly stated, this Agreement shall not create or extinguish any of the Parties' rights or obligations. This Agreement and Consent Order has no bearing on any criminal, civil, or federal administrative liability the BETSER RESPONDENTS may have. This Agreement shall have no precedential 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 party 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.
15. 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.
16. The BETSER RESPONDENTS have read this Agreement, understand it, and agree to be bound by it. The BETSER 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 CMAP, the Connecticut Medicaid Program, and/or any and all other programs administered by the CT DSS for a period of ten (10) years, effective upon execution of this Agreement.

STATE OF CONNECTICUT
DEPARTMENT OF SOCIAL SERVICES



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

RESPONDENTS
GEORGY BETSER a/k/a GARY BETSER;
ADVANCED DENTAL OFFICE AND
LABORATORY, G. BETSER, LLC;
DENTAL LABORATORY ADVANCED
MANAGEMENT AND BILLING, LLC;
MOBILE MANAGEMENT & BILLING OF
USA, LLC; and
IRINA BETSER



BY THEIR ATTORNEY
Anthony J. DiFiore
The Quinn Law Firm
399 Knollwood Road, Suite 220
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914-997-0555 / Fax: 914-997-0550
email: adifiore@quinnlawny.com

~~GEORGY BETSER a/k/a GARY BETSER~~

Georgy Betser a/k/a Gary Betser, Individually

~~ADVANCED DENTAL OFFICE AND
LABORATORY, G. BETSER, LLC~~

Georgy Betser, Managing Member

~~DENTAL LABORATORY ADVANCED
MANAGEMENT AND BILLING, LLC~~

Irina Betser, Managing Member

~~MOBILE MANAGEMENT AND BILLING, LLC~~

Irina Betser, Managing Member

~~IRINA BETSER~~

Irina Betser, Individually

STATE OF CONNECTICUT
DEPARTMENT OF SOCIAL SERVICES

RESPONDENTS
GEORGY BETSER a/k/a GARY BETSER;
ADVANCED DENTAL OFFICE AND
LABORATORY, G. BETSER, LLC;
DENTAL LABORATORY ADVANCED
MANAGEMENT AND BILLING, LLC;
MOBILE MANAGEMENT & BILLING OF
USA, LLC; and
IRINA BETSER



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

BY THEIR ATTORNEY
Anthony J. DiFiore
The Quinn Law Firm
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email: adifiore@quinnlawny.com

~~GEORGY BETSER a/k/a GARY BETSER~~

Georgy Betser a/k/a Gary Betser, Individually

~~ADVANCED DENTAL OFFICE AND
LABORATORY G. BETSER, LLC~~

Georgy Betser, Managing Member

~~DENTAL LABORATORY ADVANCED
MANAGEMENT AND BILLING, LLC~~

Irina Betser, Managing Member

~~MOBILE MANAGEMENT AND BILLING, LLC~~

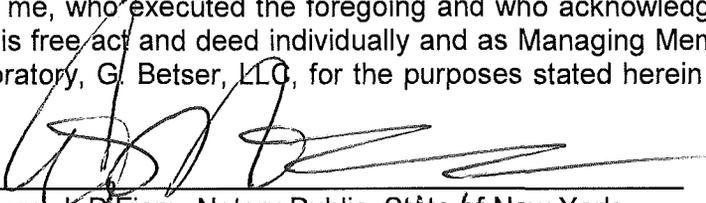
Irina Betser, Managing Member

~~IRINA BETSER~~

Irina Betser, Individually

STATE OF NEW YORK)
) ss.: White Plains New York, 2017
COUNTY OF WESTCHESTER) MAY 9, 2017

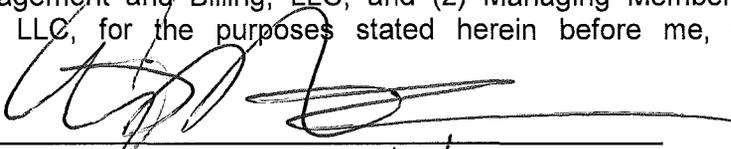
Then and there personally appeared before me the above identified Georgy Betser a/k/a Gary Betser, personally known to me, who executed the foregoing and who acknowledged the execution of the foregoing to be his free act and deed individually and as Managing Member of Advanced Dental Office and Laboratory, G. Betser, LLC, for the purposes stated herein before me, the undersigned authority.



(SEAL) ANTHONY J. DIFIORE Notary Public, State of New York
No. 02DI5079506 Anthony J. DiFiore, Notary Public, State of New York
Qualified in Westchester County, My Commission Expires: 6/9/19
Commission Expires June 9, 2019

STATE OF NEW YORK)
) ss.: White Plains New York, 2017
COUNTY OF WESTCHESTER) MAY 9, 2017

Then and there personally appeared before me the above identified Irina Betser, personally known to me, who executed the foregoing and who acknowledged the execution of the foregoing to be her free act and deed individually and as (1) Managing Member of Advanced Dental Laboratory Advanced Management and Billing, LLC, and (2) Managing Member of Mobile Management and Billing, LLC, for the purposes stated herein before me, the undersigned authority.



(SEAL) ANTHONY J. DIFIORE Notary Public, State of New York
My Commission Expires: 6/9/19

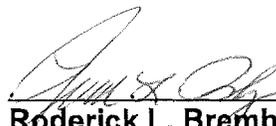
ANTHONY J. DIFIORE
Notary Public, State of New York
No. 02DI5079506
Qualified in Westchester County
Commission Expires June 9, 2019

CONSENT ORDER

The provisions of the Consent Order between the State of Connecticut Department of Social Services and (1) GEORGY BETSER A/K/A GARY BETSER, (2) ADVANCED DENTAL OFFICE AND LABORATORY, G. BETSER, DDS, LLC, (3) DENTAL LABORATORY ADVANCED MANAGEMENT AND BILLING, LLC, (4) MOBILE MANAGEMENT & BILLING OF USA, LLC, AND (5) IRINA BETSER, set forth in paragraphs A through F, and paragraphs 1 through 16, 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

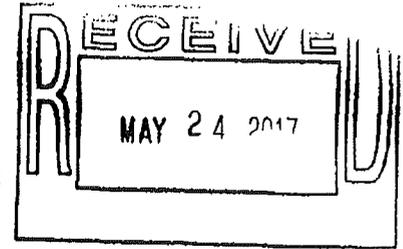
16 day of May, 2017.



Roderick L. Bremby
Commissioner
Department of Social Services

EXHIBIT B

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH
HEALTHCARE QUALITY AND SAFETY BRANCH



Re: Georgy Betser, DDS
License No. : 009571

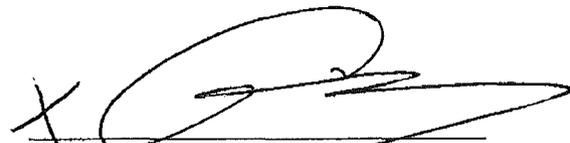
Petition Nos.: 2017-418

VOLUNTARY AGREEMENT NOT TO RENEW OR REINSTATE LICENSE

Georgy Betser, being duly sworn, deposes and says:

1. I am over the age of majority and understand the obligations of an oath.
2. I make this affidavit on the basis of personal knowledge.
3. I am licensed by the Department of Public Health (hereinafter "the Department") to practice as a dentist. I presently hold license number 009571 which lapsed on March 31, 2017.
4. I hereby voluntarily agree not to renew or reinstate my license to practice as a dentist in the State of Connecticut pursuant to Section 19a-17(d) of the General Statutes.
5. While admitting no guilt or wrongdoing I understand and agree that if I seek a new license or to reinstate his license at any time in the future, the allegations contained in Petition Number 2017-418 shall not be contested. I further understand that any such application must be made to the Department which shall have discretion as to whether said license shall be reinstated and, if so, whether said license shall be subject to conditions as provided pursuant to Section 19a-14(a)(6) of the General Statutes.
6. I hereby waive any right to a hearing I may have regarding any request that my license be reinstated or that a new license be issued and also waive any right that I may have to appeal or otherwise challenge the disposition of any such request.
7. I understand and agree that this affidavit and the case file in Petition Number 2017-418 are public documents, and I am executing this affidavit in settlement of the allegations contained in the above-referenced petition.
8. I understand that this agreement not to renew or reinstate my license is an event that is reportable to the National Practitioner Data Bank and the Healthcare Integrity and Protection Data Bank maintained by the United States Department of Health and Human Services.
9. I understand that this document has no effect unless and until it is executed by the Department; and that, upon execution, the Department will dismiss Petition No. 2017-418.

10. I understand that I have the right to consult with an attorney prior to signing this affidavit.
11. I understand that the execution of this document has no bearing on any criminal liability without the written consent of the Director of the Medicaid Fraud Control Unit or the Bureau Chief of the Division of Criminal Justice's Statewide Prosecution Bureau.
12. I understand that the purpose of this agreement is to resolve the pending matter against my license and is not intended to affect any claim of civil liability that might be brought against me.
13. If applicable, I agree to comply with the provision of Section 19a-14-44, Regulations of Connecticut State Agencies.



 Georgy Betser, DDS

Subscribed and sworn to before me this 9th day of MAY 2017 in the State of New York, County of Westchester, at the City of White Plains.

ANTHONY J. DIFIORE
 Notary Public, State of New York
 No. 02D15079506
 Qualified in Westchester County
 Commission Expires June 9, 2019



 Notary Public
 My Commissioner Expires 6/9/19

{SEAL}

Accepted: Kathleen Boulware, R.N. PHSM
 Kathleen Boulware, R.N.
 Public Health Services Manager
 Practitioner Licensing and Investigations
 Healthcare Quality & Safety Branch

5-24-2017

 Date