

DOCKET NO. HHD-CV15-6060284-S	:	SUPERIOR COURT
	:	
STATE OF CONNECTICUT	:	JUDICIAL DISTRICT OF HARTFORD
	:	AT HARTFORD
Plaintiff,	:	
	:	
v.	:	
	:	
ASHWINI SABNIS, SAURAV MOHANTY,	:	
and BRIGHTER CONCEPT, INC.	:	
	:	
Defendants.	:	July 5, 2016

PARTIES' JOINT MOTION FOR JUDGMENT UPON STIPULATION

The Plaintiff, the State of Connecticut, and the Defendants, Ashwini Sabnis, M.D., Saurav Mohanty, and Brighter Concept, Inc., jointly move that judgment enter pursuant to, and in the form set forth, in the attached Stipulation for Judgment, without any further notice.

PLAINTIFF,
STATE OF CONNECTICUT

DEFENDANT,
ASHWINI SABNIS, M.D.

By: /s/
Michael E. Cole (Juris # 417145)
Assistant Attorney General
Chief, Gov. Program Fraud Department
55 Elm Street, P.O. Box 120
Hartford, CT 06141-0120
Tel: (860) 808-5040

By: /s/
Ross H. Garber
Shipman & Goodwin LLP
One Constitution Plaza
Hartford, CT 06103
Tel: (860) 251-5000

By: /s/
Natasha M. Freismuth (Juris #
436088)
Assistant Attorney General
55 Elm Street, P.O. Box 120
Hartford, CT 06141-0120
Tel: (860) 808-5040

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

DEFENDANT,
SAURAV MOHANTY

By: /s/
Damon A. R. Kirschbaum
Kirschbaum Law Firm, LLC
1290 Silas Deane Highway
Wethersfield, CT 06109
Tel. (860) 522-7000

DEFENDANT,
BRIGHTER CONCEPT, INC.

By: /s/
Saurav Mohanty

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 Ashwini Sabnis, M.D., Saurav Mohanty, and Brighter Concept, Inc. 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 July 6, 2016, to all counsel and pro se parties of record, as follows:

Ross H. Garber
Shipman & Goodwin LLP
One Constitution Plaza
Hartford, CT 06103
Tel: (860) 251-5000

Damon A. R. Kirschbaum
Kirschbaum Law Firm, LLC
1290 Silas Deane Highway
Wethersfield, CT 06109
Tel. (860) 522-7000

Brighter Concept, Inc. C/O Saurav Mohanty
30 Bulkley Ave. N.
Westport, CT 06880



Natasha Freismuth
Assistant Attorney General

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	:	AT HARTFORD
Plaintiff,	:	
	:	
v.	:	
	:	
ASHWINI SABNIS, SAURAV MOHANTY,	:	
and BRIGHTER CONCEPT, INC.	:	
	:	
Defendants.	:	July 5, 2016

PARTIES' STIPULATION FOR JUDGMENT

The Plaintiff, the State of Connecticut, and the Defendants, Ashwini Sabnis, M.D., Saurav Mohanty, and Brighter Concept, Inc. (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 Amended Complaint in this action, the State of Connecticut contends that it has certain claims against Ashwini Sabnis, M.D., Saurav Mohanty, and Brighter Concept, Inc. (collectively "Defendants") for knowingly violating the Connecticut False Claims Act, Connecticut General Statute §§ 4-274 — 4-289, and the Connecticut Unfair Trade Practices Act (CUTPA), Connecticut General Statute § 42-110a, during the period from January 1, 2010 through December 31, 2014, by (a) submitting claims for psychiatric and behavioral health services that were not rendered; (b) overbilling for psychiatric and behavioral health

services provided; (c) making false statements and creating false documents to conceal and retain overpayments; and (d) conspiring to falsify appointment records in an attempt to avoid repaying the Department of Social Services (DSS). That conduct by the Defendants is referred to hereafter as the “Covered Conduct.”

3. Defendant Sabnis and Defendant Mohanty 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. Saurav Mohanty is appearing *pro se* on behalf of Defendant Brighter Concept, Inc. Defendant Brighter Concept, Inc. has 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.
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

Ashwini Sabnis, M.D., Saurav (Sam) Mohanty, and Brighter Concept, Inc.

6. Defendant Sabnis and Defendant Mohanty shall pay the State of Connecticut the sum of \$215,000 (Initial Settlement Amount) within fourteen (14) days of the effective date of this Stipulation for Judgment.
7. Defendant Mohanty will pay the State of Connecticut an additional sum of \$5,000 (Supplemental Settlement Amount) on or before ninety (90) days from the effective date of this Stipulation for Judgment (Effective Date).
8. Defendant Mohanty agrees that his financial condition allows him to pay the State of Connecticut the Supplemental Settlement Amount in the form and manner and under the terms set forth below:
 - a. On or before ninety (90) days from the Effective Date, Defendant Mohanty shall pay \$5,000.
 - b. If Defendant Mohanty does not pay the Supplemental Settlement Amount on or before ninety (90) days from the Effective Date, simple interest will accrue on the remaining balance of the Supplemental Settlement Amount at a rate of 1.75% per annum (the Medicare Trust Fund Rate), until the Supplemental Settlement Amount is paid in full.
 - 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.

9. Defendant Sabnis will pay the State of Connecticut an additional sum of \$180,000 (Remaining Settlement Amount) plus simple interest on the Remaining Settlement Amount at a rate of 1.75% per annum (the Medicare Trust Fund Rate) on the unpaid balance of the Remaining Settlement Amount, accruing from the effective date of this Stipulation for Judgment (Effective Date) until the Remaining Settlement Amount is paid in full.
10. Pursuant to 42 C.F.R. § 455.23(a), the Department withheld \$6,252 from Defendant Sabnis in suspended Medicaid payments. This suspended amount will be deducted from the Remaining Settlement Amount on the Effective Date.
11. Defendant Sabnis 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. On or before ninety (90) days from the Effective Date, Ashwini Sabnis, M.D. shall pay \$3,000.
 - b. Subsequent payments of \$3,000 shall be made on the 1st of each month thereafter until September 1, 2019.
 - c. Beginning on September 1, 2019, Defendant Sabnis shall pay \$5,000. Subsequent payments of \$5,000 shall be made on the 1st of each month thereafter until the entire Settlement Amount plus interest has been paid in full.
 - d. 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 Sabnis.

Defendant Sabnis agrees to act in good-faith to assist the State of Connecticut in securing judgment liens against her properties.

- e. 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 Sabnis and Defendant Mohanty have provided sworn financial statements dated June 7, 2016 (Defendant Sabnis) and June 16, 2016 (Defendant Mohanty) to the State of Connecticut and the State of Connecticut has relied on the accuracy and completeness of these 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 any Defendant materially misrepresented the amount of his or her income or assets in the Defendant's financial statement, the State of Connecticut may pursue any and all available remedies in satisfaction of the judgment, including rescinding the release in paragraphs 26 and 27 below and reinstating its lawsuit based on the Covered Conduct against that Defendant..

13. Together, the Initial Settlement Amount, the Supplemental Settlement Amount, and the Remaining Settlement Amount shall constitute damages for the purposes of Conn. Gen. Stat. § 4-275 (b) for the Covered Conduct.

14. Defendant Sabnis and Defendant Mohanty warrant that they have reviewed their respective financial situations and that each defendant 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).

15. If within 91 days of the effective date of the judgment or of any payment made hereunder, the Defendants commences, 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 Sabnis in the amount of \$180,000, 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; and (iv) the State of Connecticut has a valid claim against Defendant Mohanty in the amount of \$5,000, 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.

16. Defendant Sabnis's debt to the State of Connecticut in the amount of \$180,000 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 Sabnis shall not argue, dispute or otherwise take any contrary position in any case, proceeding, or action. Defendant Sabnis will not oppose the entry of judgment ordering that the debt in the amount of \$180,000 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.

17. Defendant Mohanty's debt to the State of Connecticut in the amount of \$5,000 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 Mohanty shall not argue, dispute or otherwise take any contrary position in any case, proceeding, or action. Defendant Mohanty will not oppose the entry of

judgment ordering that the debt in the amount of \$5,000 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.

18. Contemporaneous with executing this Stipulation for Judgment, Defendant Sabnis shall execute the DSS Settlement Agreement, attached hereto as **Exhibit A** (“DSS Agreement”), which consents to the Connecticut Commissioner of Social Services suspending Defendant Sabnis from participating in the Connecticut Medical Assistance Program for a period of three (3) years.

Default

19. Defendant Sabnis is in default of this Stipulation for Judgment if she fails to pay any amount provided in paragraphs 6, 9, and 11 of this Stipulation for Judgment when such payment is more than ten (10) days late (hereafter referred to as “Default”).
20. Defendant Mohanty is in default of this Stipulation for Judgment if he fails to pay any amount provided in paragraphs 6, 7, and 8 of this Stipulation for Judgment when such payment is more than ten (10) days late (hereafter referred to as “Default”).
21. In the event of Default as defined in paragraph 19 or 20, above, the State of Connecticut will provide written notice of the Default, and the Defendant(s) 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 the Defendant(s), or to such other representative as the Defendants shall designate in advance in writing.
22. In the event a Default as defined in paragraph 19 or 20 above is not cured within the fourteen (14) day period specified in paragraph 21 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 respective defendant(s) 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 Sabnis for ten (10) years from providing goods or services or otherwise participating in the CMAP.

23. State of Connecticut healthcare programs shall not pay anyone for services or items furnished by Defendant Sabnis in any capacity while Defendant Sabnis is suspended. This payment prohibition applies to Defendant Sabnis and all other individuals and entities (including, for example, anyone who employs or contracts with Defendant Sabnis, and any hospital, clinic or other provider where Defendant Sabnis provides services). The suspension applies regardless of who submits the claim or other request for payment. Defendant Sabnis shall not submit or cause to be submitted to any State of Connecticut health care program any claim or request for payment for services during the term of any suspension. Violation of the conditions of a suspension may result in criminal prosecution, the imposition of civil monetary penalties and assessments, and an additional period of suspension. In addition, such suspension may result in an exclusion from all Federal health care programs under 42 U.S.C. § 1320a-7(b)(5), which will have national effect, thereby affecting Defendant Sabnis's ability to participate in all Federal health care programs to the same extent as described above for State of Connecticut programs. Defendant Sabnis waives any further notice of the suspension under Conn. Gen. State. § 17b-99 and Regs. Conn. State Agencies §§ 17-83k1-17-83k-7, and agrees not to contest such suspension either administratively or in any state or federal court. If at the end of the period of suspension Defendant Sabnis wishes to apply for reinstatement, Defendant Sabnis must submit a written request for reinstatement to the DSS in accordance with the provisions of Regs. Conn. State Agencies §17-83k-7.

Reinstatement to CMAP participation is not automatic. Defendant Sabnis will not be reinstated unless and until the DSS approves such request for reinstatement.

Releases

24. 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 has 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.
25. The Defendants waives any legal interest of any sort in any claims for payment of any sort by the Connecticut Department of Social Services and the Connecticut Medical Assistance Program, to any providers in which the Defendants has an interest of any sort, including but not limited to the suspended payments referenced in paragraph 10 of this Stipulation for Judgment and any pending claims for Defendant Sabnis.
26. Subject to the exceptions in paragraph 28 below, and in consideration of Defendant Mohanty's obligations 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 Supplemental Settlement Amount as provided for by this Stipulation for Judgment, the State

of Connecticut hereby releases, waives, and discharges Defendant Mohanty 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 Mohanty arising from the Covered Conduct.

27. Subject to the exceptions in paragraph 28 below, and in consideration of the Defendant Sabnis's obligations set forth in this Stipulation for Judgment, and conditioned upon receipt by the State of Connecticut of the full Initial Settlement Amount and Remaining Settlement Amount as provided for by this Stipulation for Judgment, the State of Connecticut hereby releases, waives, and discharges Defendant Sabnis from any and all civil 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 Sabnis arising from the Covered Conduct.

28. 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, has or may have to the State of Connecticut not expressly covered by the releases in paragraphs 26 and 27 above;

- d. any liability to the State of Connecticut (or their 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 Connecticut Medical Assistance Program;
- 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.

29. 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

30. 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 Defendant Ashwini Sabnis, M.D. as follows:

Ross H. Garber
Shipman & Goodwin LLP
One Constitution Plaza
Hartford, CT 06103
Tel: (860) 251-5000
Fax: (860) 251-5219

Notice shall be addressed to Defendant Sam Mohanty as follows:

Damon A. R. Kirschbaum
Kirschbaum Law Firm, LLC
1290 Silas Deane Highway
Wethersfield, CT 06109
Tel. (860) 522-7000
Fax: (860) 522-7001

Notice shall be addressed to Defendant Brighter Concept, Inc. as follows:

Brighter Concept, Inc. C/O Saurav Mohanty
30 Bulkley Ave. N.
Westport, CT 06880

Additional Terms

31. Nothing in this Stipulation for Judgment shall relieve the Defendants of their other obligations under applicable federal, state and local law.
32. Nothing in this Stipulation for Judgment shall be construed to create a waiver of the State of Connecticut's sovereign immunity.
33. 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.

34. This Stipulation for Judgment shall be governed by the laws of the State of Connecticut.
35. 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.
36. The Court shall retain jurisdiction over this matter to enforce the terms of the Stipulation for Judgment.
37. 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.
38. 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.
39. 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.
40. 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.
41. 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

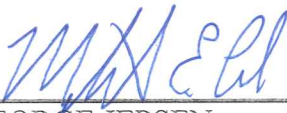
electronic transmission with the intent that it or they shall constitute an original counterpart thereof.

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

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

STATE OF CONNECTICUT

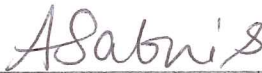
DEFENDANT
ASHWINI SABNIS, M.D.



GEORGE JEPSEN
ATTORNEY GENERAL
By: Michael E. Cole (Juris # 417145)
Assistant Attorney General
55 Elm Street, P.O. Box 120
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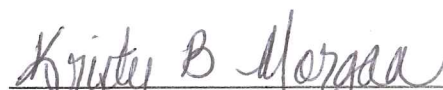
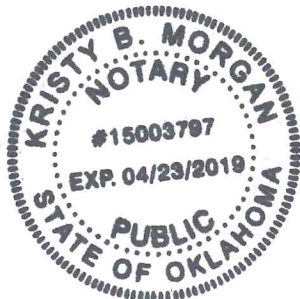


By: Ross H. Garber (Juris # 057385)
Shipman & Goodwin LLP
One Constitution Plaza
Hartford, CT 06103
Tel: (860) 251-5000



Ashwini Sabnis, M.D.

Then and there personally appeared before me the above identified Ashwini Sabnis, who executed the foregoing and who acknowledged its execution to be his free act and deed for the purposes stated herein before me, the undersigned authority, on the 23rd day of June, 2016.



Commissioner of the Superior Court/
Notary Public

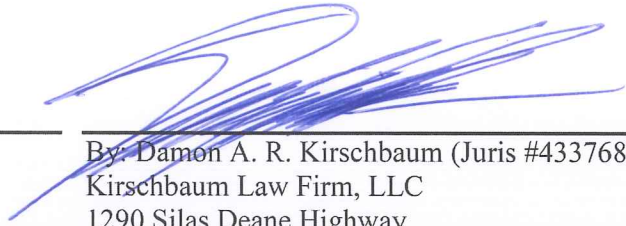
My commission expires on: 04/23/2019

STATE OF CONNECTICUT

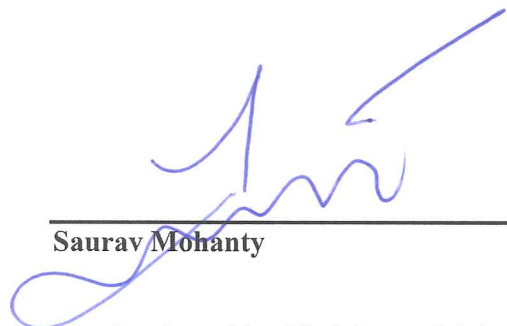
DEFENDANT
SAURAV MOHANTY



GEORGE JEPSEN
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By: Michael E. Cole (Juris # 417145)
Assistant Attorney General
55 Elm Street, P.O. Box 120
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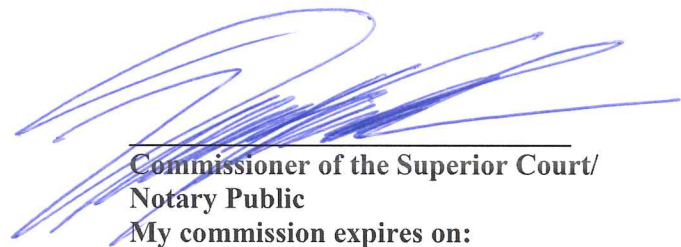


By: Damon A. R. Kirschbaum (Juris #433768)
Kirschbaum Law Firm, LLC
1290 Silas Deane Highway
Wethersfield, CT 06109
Tel. (860) 522-7000



Saurav Mohanty

Then and there personally appeared before me the above identified Saurav Mohanty, who executed the foregoing and who acknowledged its execution to be his free act and deed for the purposes stated herein before me, the undersigned authority, on the 5th day of July, 2016.



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

STATE OF CONNECTICUT

DEFENDANT
BRIGHTER CONCEPT, INC.

GEORGE JEPSEN
ATTORNEY GENERAL
By: Michael E. Cole (Juris # 417145)
Assistant Attorney General
55 Elm Street, P.O. Box 120
Hartford, CT 06141-120
(860) 808-5040

By: Saurav Mohanty

Saurav Mohanty

Then and there personally appeared before me the above identified Saurav Mohanty, who executed the foregoing and who acknowledged its execution to be his free act and deed for the purposes stated herein before me, the undersigned authority, on the 5th day of July, 2016.

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

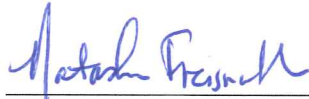
CERTIFICATION

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 July 6, 2016, to all counsel and pro se parties of record, as follows:

Damon A. R. Kirschbaum
Kirschbaum Law Firm, LLC
1290 Silas Deane Highway
Wethersfield, CT 06109
Tel. (860) 522-7000

Ross H. Garber
Shipman & Goodwin LLP
One Constitution Plaza
Hartford, CT 06103
Tel: (860) 251-5000

Brighter Concept, Inc. C/O Saurav Mohanty
30 Bulkley Ave. N.
Westport, CT 06880



Natasha Freismuth
Assistant Attorney General

**STATE OF CONNECTICUT
DEPARTMENT OF SOCIAL SERVICES**

RE: Ashwini Sabnis, M.D.

SETTLEMENT AGREEMENT

Ashwini Sabnis, M.D., and the State of Connecticut Department of Social Services (collectively, “the Parties”), enter into this Settlement 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. Ashwini Sabnis, M.D. is a psychiatrist who was enrolled in the CMAP as a provider of behavioral health services to CMAP recipients. As a CMAP provider, Ashwini Sabnis was subject to all CMAP requirements established by applicable state and federal rules, regulations, standards, and laws.
- C. Ashwini Sabnis is the Plaintiff in an administrative appeal of *Ashwini Sabnis v. State of Connecticut*, pending in the Connecticut Superior Court (Administrative Appeal). In the Administrative Appeal, Ashwini Sabnis seeks review of her suspension from the CMAP by the DSS for a period of ten (10) years. Ashwini Sabnis’s suspension stems from an administrative notice of violations the DSS issued against Ashwini Sabnis alleging, *inter alia*, she submitted or caused to be submitted, false claims for behavioral health services to the CMAP. The DSS contends Ashwini Sabnis failed to properly answer the notice of

violations and, thus, waived her right to a hearing resulting in the imposition of the suspension. Ashwini Sabnis contests the imposition of the suspension and claims that the DSS failed to properly serve her with the notice of violations.

D. Ashwini Sabnis is also a Defendant in the state civil matter of *State of Connecticut v. Ashwini Sabnis, Saurav Mohanty, and Brighter Concept, Inc.*, pending in the Connecticut Superior Court (Civil Matter). The allegations in the Civil Matter involve, among other things, that Ashwini Sabnis 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., as amended by 2014 Conn. Public Acts # 14-217, §§ 1-18). Ashwini Sabnis neither admits nor denies that she violated the Connecticut False Claims Act.

E. In the Civil Matter, Ashwini Sabnis has 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 Ashwini Sabnis execute this Agreement, and this Agreement is attached to the Stipulation for Judgment as **Exhibit A**.

F. This Agreement is neither an admission of liability by Ashwini Sabnis nor a concession by the DSS that its claims are not well-founded.

G. This Agreement is being entered into to avoid the delay, uncertainty, and expense of protracted litigation of the Administrative Appeal.

NOW THEREFORE, in consideration of the mutual promises contained herein, the Parties agree 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, Ashwini Sabnis knowingly and voluntarily agrees 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 three (3) years (hereinafter, the "Suspension"). The Suspension shall become effective upon execution of this Agreement.

2. Upon execution of this Agreement the suspension and any other administrative sanctions that were the subject of the underlying actions shall be deemed null and void.
3. Ashwini Sabnis understands 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.
4. Ashwini Sabnis acknowledges 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 Ashwini Sabnis 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 Ashwini Sabnis and all other individuals and entities (including, for example, anyone who employs or contracts with Ashwini Sabnis). The Suspension applies regardless of who submits the claim or other request for payment.

5. Ashwini Sabnis 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 Ashwini Sabnis or otherwise during the Suspension.
6. Ashwini Sabnis agrees 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. Ashwini Sabnis shall not apply directly or indirectly for reimbursement for goods or services from any program administered by the DSS during the Suspension. Ashwini Sabnis shall not be employed by any person or entity that obtains reimbursement from any program administered by the DSS for services performed by Ashwini Sabnis during the Suspension, nor shall Ashwini Sabnis receive compensation as an agent or contractor from any such entity or person for services performed by Ashwini Sabnis during the Suspension.
7. Ashwini Sabnis waives and shall not assert any defenses to this Suspension.
8. Ashwini Sabnis waives 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.

9. Ashwini Sabnis understands 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.
10. Ashwini Sabnis agrees 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 Ashwini Sabnis during the period of the Suspension.
11. Ashwini Sabnis is expected to fully and timely comply with all of her obligations under this Agreement. A "default" of this Agreement means any material violation of Ashwini Sabnis's obligations under this Agreement that occurs after the effective date of this agreement, including, but not limited to, the obligations addressed in paragraphs 1 through 7.
12. If Ashwini Sabnis defaults on any of the terms and conditions of this Agreement, the DSS may, at its sole discretion, pursue any and all additional remedies under the law and/or this Agreement related to the Administrative Sanctions Violations.
13. Ashwini Sabnis agrees that a default of this Agreement determined following the limited hearing provided for pursuant to paragraph 13 and occurring after the effective date of the Agreement is an independent basis for a suspension from providing goods or services or otherwise participating in the CMAP, and/or any and

all other programs administered by the DSS for an additional period of not less than ten (10) years.

14. To resolve a disputed default of this Agreement, the DSS shall afford Ashwini Sabnis a limited hearing under the following conditions. Upon a determination by the DSS that Ashwini Sabnis defaulted, before imposing an additional term of suspension, the DSS shall notify Ashwini Sabnis in writing of: (a) Ashwini Sabnis's default; (b) the basis for DSS's determination that Ashwini Sabnis is in default; and (c) the DSS's intent to exercise its right to impose an additional suspension of not less than ten (10) years. This notification shall be referred to as the "Notice of Default and Suspension." The DSS shall send Ashwini Sabnis the Notice of Default and Suspension by certified mail, return receipt requested. Ashwini Sabnis may send to the Director of Quality Assurance, by certified mail, return receipt requested, an answer to the allegations contained in the Notice of Default and Suspension. Ashwini Sabnis's answer must contain, but is not limited to, an admission or denial of each allegation and a clear and concise statement of all the facts on which Ashwini Sabnis relies to deny or dispute the allegation of default. If Ashwini Sabnis fails to file an answer to the Notice of Default and Suspension within 15 days of receipt of the Notice, Ashwini Sabnis shall be deemed to have waived her limited hearing and the additional suspension of not less than ten (10) years will be imposed, effective 20 days after Ashwini Sabnis's receipt of the Notice of Default and Suspension. If Ashwini Sabnis files an answer in the manner required by this Agreement, the DSS shall schedule a limited hearing as soon as practicable. The hearing shall be limited in that: (a) the only issues heard shall be whether Ashwini Sabnis is in default; (b) Ashwini Sabnis will have the burden of

proof and the burden of persuasion at the hearing; (c) the hearing will not be subject to the party and intervenor process in Conn. Gen. Stat. § 4-177a; (d) the hearing will not be subject to the proposed final decision process in Conn. Gen. Stat. § 4-179; (e) notwithstanding the provisions of the provisions of the Uniform Administrative Procedures Act, or appeal rights arising under any other statutes, regulations, or state and federal law, the hearing officer's decision, which may be in writing or orally stated on the record, shall be final for all purposes and not subject to any further appeals, reviews, or reconsideration in any forum; and, (f) if the hearing officer decides to suspend Ashwini Sabnis for an additional term of suspension, such suspension shall take effect 10 days after the hearing officer's decision is personally delivered or mailed by the DSS to Ashwini Sabnis. Any limited hearing offered by the DSS pursuant to this Agreement is not a hearing required by statute or regulation and is not subject to any further appeals, reviews, or reconsideration in any forum.

15. Apart from her right to contest a Notice of Default and Suspension pursuant to paragraph 13, Ashwini Sabnis waives and shall not assert any defenses she may have to the DSS's actions taken pursuant to this Agreement. Ashwini Sabnis waives any further notice of this Agreement and agrees not to contest this Agreement either administratively or in any state or federal court.
16. 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. Ashwini Sabnis agrees that her counsel identified in this paragraph, or other counsel identified, shall accept service of a Notice of Default and Suspension on her 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 Ashwini Sabnis as follows:

**Ross H. Garber
Michael Chase
Shipman & Goodwin LLP
One Constitution Plaza
Hartford, CT 06103**

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.

17. Ashwini Sabnis admits all jurisdiction of the DSS to enter into this Agreement.

Ashwini Sabnis understands 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 Ashwini Sabnis. 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.

18. 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.
19. Ashwini Sabnis warrants she has full power and authority to enter into this Agreement. The Parties consent to the disclosure of this Agreement to the public. Ashwini Sabnis has read this Agreement, discussed it with her counsel, understands it, and agrees to be bound by it. Ashwini Sabnis is 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.

ASHWINI SABNIS, MD

Date: 6/23/16

A Sabnis
Ashwini Sabnis



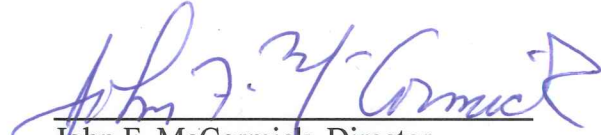
Acknowledged before me on 6/23/16

Kristy B. Morgan
Notary Public / Commissioner of the Superior Court

My Commission Expires On 04/23/2019

**STATE OF CONNECTICUT
DEPARTMENT OF SOCIAL SERVICES**

Date: 6/23/16



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

CONSENT ORDER

The provisions of the Settlement Agreement between Ashwini Sabnis, and the State of Connecticut Department of Social Services, set forth in paragraphs A through G, and paragraphs 1 through 19, 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
23rd day of June, 2016.

Kathleen M. Brennan
Deputy Commissioner for
Roderick L. Bremby
Commissioner
Department of Social Services