

**SUMMONS - CIVIL**

JD-CV-1 Rev. 6-11  
C.G.S. §§ 51-346, 51-347, 51-349, 51-350, 52-45a, 52-48, 52-269, P.B. Secs. 3-1 through 3-21, 8-1

STATE OF CONNECTICUT  
**SUPERIOR COURT**  
www.jud.ct.gov

See page 2 for instructions

- "X" if amount, legal interest or property in demand, not including interest and costs is less than \$2,500.
- "X" if amount, legal interest or property in demand, not including interest and costs is \$2,500 or more.
- "X" if claiming other relief in addition to or in lieu of money or damages.

TO: Any proper officer; BY AUTHORITY OF THE STATE OF CONNECTICUT, you are hereby commanded to make due and legal service of this Summons and attached Complaint.

Address of court clerk where writ and other papers shall be filed (Number, street, town and zip code) (C.G.S. §§ 51-346, 51-350)		Telephone number of clerk (with area code)	Return Date (Must be a Tuesday)
95 Washington Street, Hartford, CT 06106		( 860 ) 548-2700	July 10, 2012 <small>Month Day Year</small>
<input checked="" type="checkbox"/> Judicial District <input type="checkbox"/> Housing Session	G.A. Number: <input type="checkbox"/>	At (Town in which writ is returnable) (C.G.S. §§ 51-346, 51-349) <b>Hartford</b>	Case type code (See list on page 2) Major: <b>M</b> Minor: <b>90</b>

**For the Plaintiff(s) please enter the appearance of:**

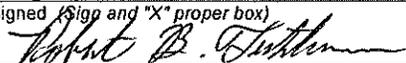
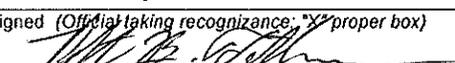
Name and address of attorney, law firm or plaintiff if self-represented (Number, street, town and zip code) <b>Robert B. Teitelman, Assistant Attorney General, 55 Elm Street, Hartford, CT 06106</b>	Juris number (to be entered by attorney only) <b>085053</b>
Telephone number (with area code) <b>( 860 ) 808-5355</b>	Signature of Plaintiff (If self-represented)

Number of Plaintiffs: **1**      Number of Defendants: **28**       Form JD-CV-2 attached for additional parties

Parties	Name (Last, First, Middle Initial) and Address of Each party (Number; Street; P.O. Box; Town; State; Zip; Country, if not USA)	
First Plaintiff	Name: <b>STATE OF CONNECTICUT</b> Address: <b>c/o Attorney General, 55 Elm Street, Hartford, CT 06106</b>	P-01
Additional Plaintiff	Name: Address:	P-02
First Defendant	Name: <b>ANUSAVICE, GARY</b> Address: <b>229 Potter Road, North Kingston, RI 02852</b>	D-50
Additional Defendant	Name: <b>ZAMANI, MEHRAN</b> Address: <b>22 White Birch Road South, Pound Ridge, NY 10576 (house at this address is actually in Stamford, CT)</b>	D-51
Additional Defendant	Name: <b>ANUSAVICE, PAUL</b> Address: <b>156 Brigham Hill Road, North Grafton, MA 01536</b>	D-52
Additional Defendant	Name: <b>GALLAGHER, JOHN</b> Address: <b>4 Old Wenham Way, Manchester, MA 01944</b>	D-53

**Notice to Each Defendant**

1. YOU ARE BEING SUED. This paper is a Summons in a lawsuit. The complaint attached to these papers states the claims that each plaintiff is making against you in this lawsuit.
2. To be notified of further proceedings, you or your attorney must file a form called an "Appearance" with the clerk of the above-named Court at the above Court address on or before the second day after the above Return Date. The Return Date is not a hearing date. You do not have to come to court on the Return Date unless you receive a separate notice telling you to come to court.
3. If you or your attorney do not file a written "Appearance" form on time, a judgment may be entered against you by default. The "Appearance" form may be obtained at the Court address above or at [www.jud.ct.gov](http://www.jud.ct.gov) under "Court Forms."
4. If you believe that you have insurance that may cover the claim that is being made against you in this lawsuit, you should immediately contact your insurance representative. Other action you may have to take is described in the Connecticut Practice Book which may be found in a superior court law library or on-line at [www.jud.ct.gov](http://www.jud.ct.gov) under "Court Rules."
5. If you have questions about the Summons and Complaint, you should talk to an attorney quickly. The Clerk of Court is not allowed to give advice on legal questions.

Signed (Sign and "X" proper box) 	<input checked="" type="checkbox"/> Commissioner of the Superior Court <input type="checkbox"/> Assistant Clerk	Name of Person Signing at Left <b>Robert B. Teitelman</b>	Date signed <b>05/29/2012</b>
If this Summons is signed by a Clerk: a. The signing has been done so that the Plaintiff(s) will not be denied access to the courts. b. It is the responsibility of the Plaintiff(s) to see that service is made in the manner provided by law. c. The Clerk is not permitted to give any legal advice in connection with any lawsuit. d. The Clerk signing this Summons at the request of the Plaintiff(s) is not responsible in any way for any errors or omissions in the Summons, any allegations contained in the Complaint, or the service of the Summons or Complaint.			<b>For Court Use Only</b>
I certify I have read and understand the above:			File Date
Signed (Self-Represented Plaintiff)			Date
Name and address of person recognized to prosecute in the amount of \$250 <b>N/A - action by State of Connecticut</b>			
Signed (Official taking recognition: "X" proper box) 		<input checked="" type="checkbox"/> Commissioner of the Superior Court <input type="checkbox"/> Assistant Clerk	Date <b>05/29/2012</b>
			Docket Number

**CIVIL SUMMONS  
CONTINUATION OF PARTIES**

**STATE OF CONNECTICUT  
SUPERIOR COURT**

JD-CV-2 Rev. 4-97

FIRST NAMED PLAINTIFF (Last, First, Middle Initial)

(Summons- Page 2 of 4)

**STATE OF CONNECTICUT**

FIRST NAMED DEFENDANT (Last, First, Middle Initial)

**ANUSAVICE, GARY**

<b>ADDITIONAL PLAINTIFFS</b>		
NAME (Last, First, Middle Initial, if individual)	ADDRESS (No., Street, Town and ZIP Code)	CODE
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<b>ADDITIONAL DEFENDANTS</b>		
NAME (Last, First, Middle Initial, if individual)	ADDRESS (No., Street, Town and ZIP Code)	CODE
E.G.A. MANAGEMENT, INC. 220 Route 12, #5-345, Groton, CT 06340		54
HAVEN CONSULTING, INC. 220 Route 12, #5-345, Groton, CT 06340		55
AMZ CONSULTING, INC. 220 Route 12, #5-345, Groton, CT 06340		56
ELECTRON MARKETING, INC. 275 Martine Street, Fall River, MA 02723		57
DENTAL CARE OF CONNECTICUT, INC. 220 Route 12, #5-345, Groton, CT 06340		58
DENTAL GROUP OF STAMFORD, LLC 587 Elm Street, Stamford, CT 06902		59
DENTISTS GROUP OF STAMFORD, PC 587 Elm Street, Stamford, CT 06902		60
MEHRAN ZAMANI, LLC 267 Center Street, West Haven, CT 06516	61	FOR COURT USE ONLY - FILE DATE
MEHRAN ZAMANI, DDS, PC 267 Center Street, West Haven, CT 06516	62	
DENTAL GROUP OF CONNECTICUT, LLC 921 White Plains Road, Suite 345, Trumbull, CT 06611	63	
		DOCKET NO.

**CIVIL SUMMONS  
CONTINUATION OF PARTIES**

**STATE OF CONNECTICUT  
SUPERIOR COURT**

JD-CV-2 Rev. 4-97

FIRST NAMED PLAINTIFF *(Last, First, Middle Initial)*

STATE OF CONNECTICUT

(Summons- Page 3 of 4)

FIRST NAMED DEFENDANT *(Last, First, Middle Initial)*

ANUSAVICE, GARY

ADDITIONAL PLAINTIFFS		
NAME <i>(Last, First, Middle Initial, if individual)</i>	ADDRESS <i>(No., Street, Town and ZIP Code)</i>	CODE
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ADDITIONAL DEFENDANTS		
NAME <i>(Last, First, Middle Initial, if individual)</i>	ADDRESS <i>(No., Street, Town and ZIP Code)</i>	CODE
N.B. DENTAL, INC. 220 Route 12, #5-345, Groton, CT 06340		54
DENTISTS GROUP OF CONNECTICUT, PC 921 White Plains Road, Suite 345, Trumbull, CT 06611		55
DENTISTS GROUP OF WATERBURY, PC 1127 West Main Street, Sutes 18 & 28, Waterbury, CT 06708		56
DENTAL GROUP OF DANBURY, PC 2 Glen Hill Road, Danbury, CT 06811		57
DENTAL GROUP OF NEW BRITAIN, PC 446 South Main Street, New Britain, CT 06051		58
DENTAL GROUP OF HARTFORD, PC 18 Madison Street, Hartford, CT 06106		59
HARTFORD DENTAL INCORPORATED, PC 740 North Main Street, West Hartford, CT 06117		60

WU, DAVID 755 Devonwood Drive, Cheshire, CT 06410	61	FOR COURT USE ONLY - FILE DATE
ARBOR DENTAL ASSOCIATION, LLC 26 Shunpike Road, Cromwell, CT 06416	62	
ALPHA DENTAL GROUP, PC 341 North Colony Street, Wallingford, CT 06410	63	
		DOCKET NO.

**CIVIL SUMMONS  
CONTINUATION OF PARTIES**

JD-CV-2 Rev. 4-97

**STATE OF CONNECTICUT  
SUPERIOR COURT**

FIRST NAMED PLAINTIFF *(Last, First, Middle Initial)*

**STATE OF CONNECTICUT**

**(Summons- Page 4 of 4)**

FIRST NAMED DEFENDANT *(Last, First, Middle Initial)*

**ANUSAVICE, GARY**

<b>ADDITIONAL PLAINTIFFS</b>		
<i>NAME (Last, First, Middle Initial, if individual)</i>	<i>ADDRESS (No., Street, Town and ZIP Code)</i>	<b>CODE</b>
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<b>ADDITIONAL DEFENDANTS</b>		
<i>NAME (Last, First, Middle Initial, if individual)</i>	<i>ADDRESS (No., Street, Town and ZIP Code)</i>	<b>CODE</b>
<b>HARTFORD DENTAL CARE, LLC</b>	<b>18 Madison Street, Hartford, CT 06106</b>	54
<b>MACK, ALPHONSO</b>	<b>9 McCormick Place, Bloomfield, CT 06002</b>	55
<b>WINTONBURY DENTAL ASSOCIATES, PC</b>	<b>2 Wintonbury Mall, Building 5, Bloomfield, CT 06002</b>	56
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	61	<b>FOR COURT USE ONLY - FILE DATE</b>
	62	
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		<b>DOCKET NO.</b>

RETURN DATE: JULY 10, 2012

STATE OF CONNECTICUT,  
Plaintiff,

: SUPERIOR COURT

v.

: JUDICIAL DISTRICT OF HARTFORD

GARY ANUSAVICE,  
MEHRAN ZAMANI,  
PAUL ANUSAVICE,  
JOHN GALLAGHER,  
E.G.A. MANAGEMENT, INC.,  
HAVEN CONSULTING, INC.,  
AMZ CONSULTING, INC.,  
ELECTRON MARKETING, INC.,  
DENTAL CARE OF CONNECTICUT, INC.,  
N. B. DENTAL, INC.,  
DENTAL GROUP OF STAMFORD, LLC,  
DENTISTS GROUP OF STAMFORD, PC,  
MEHRAN ZAMANI, LLC,  
MEHRAN ZAMANI, DDS, PC,  
DENTAL GROUP OF CONNECTICUT, LLC,  
DENTISTS GROUP OF CONNECTICUT, PC,  
DENTAL GROUP OF WATERBURY, LLC,  
DENTISTS GROUP OF WATERBURY, PC,  
DENTAL GROUP OF DANBURY, PC,  
DENTAL GROUP OF NEW BRITAIN, PC,  
DENTAL GROUP OF HARTFORD, PC,  
HARTFORD DENTAL INCORPORATED, PC  
DAVID WU,  
ARBOR DENTAL ASSOCIATION, LLC,  
ALPHA DENTAL GROUP, PC,  
HARTFORD DENTAL CARE, LLC,  
ALPHONSO MACK,  
WINTONBURY DENTAL ASSOCIATES, PC : MAY 29, 2012  
Defendants

## COMPLAINT

1. This action seeks restitution, civil penalties and other relief for defendants' participation in submission of millions of dollars in fraudulent claims for reimbursement for dental services provided to needy Connecticut residents through Connecticut's Medicaid program, administered by the Connecticut Department of Social Services ("DSS") as part of the Connecticut Medical Assistance Program ("CMAP"). Defendants' conduct, as detailed herein, violated the Connecticut False Claims Act, Conn. Gen. Stat. §§17b-301a — 17b-301p, and the Connecticut Unfair Trade Practices Act ("CUTPA"), Conn. Gen. Stat. ch.735a. In particular, Counts 1, 2 and 3 seek treble damages, civil penalties and other relief for defendants' violations of the Connecticut False Claims Act. Counts 4, 5, 6 & 7 seek injunctive relief, restitution and civil penalties for defendants' unfair and/or deceptive business practices in violation of CUTPA.

#### **I. PARTIES.**

2. The plaintiff is the STATE OF CONNECTICUT, represented by GEORGE JEPSEN, ATTORNEY GENERAL. Counts 1, 2 and 3 are brought by virtue of the authority of GEORGE JEPSEN, ATTORNEY GENERAL, pursuant to Conn. Gen. Stat. §17b-301c. Counts 4, 5, 6 & 7 are brought by GEORGE JEPSEN, ATTORNEY GENERAL, acting at the request of WILLIAM RUBENSTEIN, COMMISSIONER OF CONSUMER PROTECTION, pursuant to CUTPA, and more particularly, Conn. Gen. Stat. §§42-110m(a) and 42-110o(b).

3. Defendant GARY ANUSAVICE is a resident of North Kingston, Rhode Island. GARY ANUSAVICE transacted business in the State of Connecticut, including in the manner set forth below.

4. Defendant PAUL ANUSAVICE is a resident of North Grafton, Massachusetts. PAUL ANUSAVICE transacted business in the State of Connecticut, including in the manner set forth below.

5. Defendant JOHN GALLAGHER is a resident of Manchester, Massachusetts. JOHN GALLAGHER transacted business in the State of Connecticut, including in the manner set forth below

6. Defendant E.G.A. MANAGEMENT, INC. ("EGA MANAGEMENT") is a Delaware corporation, which maintained a principal place of business at 220 Route 12, #5-345, Groton, Connecticut. EGA MANAGEMENT transacted business in the State of Connecticut, including in the manner set forth below.

7. HAVEN CONSULTING, INC. ("HAVEN CONSULTING") is a Delaware corporation, registered to do business in the State of Connecticut, which, which maintained a principal place of business at 220 Route 12, #5-345, Groton, Connecticut. HAVEN CONSULTING transacted business in the State of Connecticut, including in the manner set forth below.

8. AMZ CONSULTING, INC. ("AMZ CONSULTING") is a Delaware corporation, which maintained a principal place of business at 220 Route 12, #5-345, Groton, Connecticut. AMZ CONSULTING transacted business in the State of Connecticut, including in the manner set forth below.

9. ELECTRON MARKETING, INC. ("ELECTRON MARKETING") is a Delaware corporation, which maintained a principal place of business at 275 Martine Street, Fall River, Massachusetts. ELECTRON MARKETING transacted business in the State of Connecticut, including in the manner set forth below.

10. DENTAL CARE OF CONNECTICUT, INC. is a Delaware corporation, registered to do business in the State of Connecticut, which maintained a principal place of business at 220 Route 12, #5-345, Groton, Connecticut. DENTAL CARE OF CONNECTICUT, INC. transacted business in the State of Connecticut, including in the manner set forth below.

11. N. B. DENTAL, INC. is a Delaware Corporation, which maintained a principal place of business at 220 Route 12, #5-345, Groton, Connecticut. N. B. DENTAL, INC. transacted business in the State of Connecticut, including in the manner set forth below.

12. GARY ANUSAVICE is an officer and director, and owns some or all of the stock, of EGA MANAGEMENT, HAVEN CONSULTING, AMZ CONSULTING, and ELECTRON MARKETING. GARY ANUSAVICE exercises management authority and control over the operations of EGA MANAGEMENT, HAVEN CONSULTING, AMZ CONSULTING, and ELECTRON MARKETING.

13. JOHN GALLAGHER is an officer and director, and exercises management authority and control over the operations of DENTAL CARE OF CONNECTICUT, INC.

14. GARY ANUSAVICE exercises management authority and control over the operations of DENTAL CARE OF CONNECTICUT, INC. and of N. B. DENTAL, INC.

15. The term "ANUSAVICE DEFENDANTS" where used below means GARY ANUSAVICE, PAUL ANUSAVICE, JOHN GALLAGHER, EGA MANAGEMENT, HAVEN CONSULTING, AMZ CONSULTING, ELECTRON MARKETING, DENTAL CARE OF CONNECTICUT, INC., and N.B. DENTAL, INC., jointly and severally.

16. MEHRAN ZAMANI is a resident of Stamford, Connecticut. Although his street address is Pound Ridge, New York, his house is in fact entirely within the City of Stamford, Connecticut. MEHRAN ZAMANI transacted business in the State of Connecticut, including in the manner set forth below.

17. DENTAL GROUP OF STAMFORD, LLC was a limited liability company organized under the laws of the State of Connecticut, which maintained a principal place of business at 19 Third Street, Stamford, Connecticut 06905. DENTAL GROUP OF STAMFORD, LLC transacted business in the State of Connecticut, including in the manner set forth below.

18. DENTISTS GROUP OF STAMFORD, PC is a Connecticut corporation, which maintained a principal place of business at 587 Elm Street, Stamford, Connecticut. DENTISTS GROUP OF STAMFORD, PC transacted business in the State of Connecticut, including in the manner set forth below.

19. MEHRAN ZAMANI, LLC was a limited liability company organized under the laws of the State of Connecticut, which maintained a principal place of business at 267 Center Street, West Haven, Connecticut 06516. MEHRAN ZAMANI, LLC transacted business in the State of Connecticut, including in the manner set forth below.

20. MEHRAN ZAMANI, DDS, PC was a Connecticut corporation, which maintained a principal place of business at 267 Center Street, West Haven, Connecticut 06516. MEHRAN ZAMANI, DDS, PC transacted business in the State of Connecticut, including in the manner set forth below.

21. DENTAL GROUP OF CONNECTICUT, LLC was a limited liability company organized under the laws of the State of Connecticut, which maintained a principal place of business at 291 White Plains Road, Trumbull, Connecticut 06611. DENTAL GROUP OF CONNECTICUT, LLC transacted business in the State of Connecticut, including in the manner set forth below.

22. DENTISTS GROUP OF CONNECTICUT, PC was a Connecticut corporation, which maintained a principal place of business at 291 White Plains Road, Trumbull, Connecticut 06611. DENTISTS GROUP OF CONNECTICUT, PC transacted business in the State of Connecticut, including in the manner set forth below.

23. DENTAL GROUP OF WATERBURY, LLC was a limited liability company organized under the laws of the State of Connecticut, which maintained a principal place of business at 1127 West Main Street, Suite 18 & 28, Waterbury, Connecticut 06708. DENTAL GROUP OF

WATERBURY, LLC transacted business in the State of Connecticut, including in the manner set forth below.

24. DENTISTS GROUP OF WATERBURY, PC was a Connecticut corporation, which maintained a principal place of business at 1127 West Main Street, Suite 18 & 28, Waterbury, Connecticut 06708. DENTISTS GROUP OF WATERBURY, PC transacted business in the State of Connecticut, including in the manner set forth below.

25. DENTAL GROUP OF DANBURY, PC was a Connecticut corporation, which maintained a principal place of business at 2 Glen Hill Road, Danbury, Connecticut 06811. DENTAL GROUP OF DANBURY, PC transacted business in the State of Connecticut, including in the manner set forth below.

26. DENTAL GROUP OF NEW BRITAIN, PC was a Connecticut corporation, which maintained a principal place of business at 446 South Main Street, New Britain, Connecticut 06051. DENTAL GROUP OF NEW BRITAIN, PC transacted business in the State of Connecticut, including in the manner set forth below.

27. DENTAL GROUP OF HARTFORD, PC was a Connecticut corporation, which maintained a principal place of business at 18 Madison Street, Hartford, Connecticut 06106. DENTAL GROUP OF HARTFORD, PC transacted business in the State of Connecticut, including in the manner set forth below.

28. HARTFORD DENTAL INCORPORATED, PC was a Connecticut corporation, which maintained a principal place of business at 740 North Main Street, West Hartford, Connecticut 06117. HARTFORD DENTAL INCORPORATED, PC transacted business in the State of Connecticut, including in the manner set forth below.

29. MEHRAN ZAMANI was an officer and director, and owner of some or all of the stock, of DENTISTS GROUP OF STAMFORD, PC, MEHRAN ZAMANI, DDS, PC, DENTISTS GROUP OF CONNECTICUT, PC, DENTISTS GROUP OF WATERBURY, PC, DENTAL GROUP OF DANBURY, PC, DENTAL GROUP OF NEW BRITAIN, PC, DENTAL GROUP OF HARTFORD, PC, and HARTFORD DENTAL INCORPORATED, PC MEHRAN ZAMANI exercised management authority and control over the operations of DENTISTS GROUP OF STAMFORD, PC, MEHRAN ZAMANI, DDS, PC, DENTISTS GROUP OF CONNECTICUT, PC, DENTISTS GROUP OF WATERBURY, PC, DENTAL GROUP OF DANBURY, PC, DENTAL GROUP OF NEW BRITAIN, PC, DENTAL GROUP OF HARTFORD, PC, and HARTFORD DENTAL INCORPORATED, PC

30. MEHRAN ZAMANI was the managing member and officer, and an owner, of DENTAL GROUP OF STAMFORD, LLC, MEHRAN ZAMANI, LLC, DENTAL GROUP OF CONNECTICUT, LLC, and DENTAL GROUP OF WATERBURY, LLC. MEHRAN ZAMANI exercised some management authority and control over the operations of DENTAL GROUP OF STAMFORD, LLC, MEHRAN ZAMANI, LLC, DENTAL GROUP OF CONNECTICUT, LLC, and DENTAL GROUP OF WATERBURY, LLC.

31. Upon information and belief, GARY ANUSAVICE possessed equity in the capital, the stock, or the profits—totaling five (5) percent or more—in the following entities: DENTAL GROUP OF STAMFORD, LLC, MEHRAN ZAMANI, LLC, DENTAL GROUP OF CONNECTICUT, LLC, DENTISTS GROUP OF STAMFORD, PC, MEHRAN ZAMANI, DDS, PC, DENTISTS GROUP OF CONNECTICUT, PC, DENTAL GROUP OF NEW BRITAIN, PC, DENTAL GROUP OF HARTFORD, PC, and HARTFORD DENTAL INCORPORATED, PC

32. Upon information and belief, GARY ANUSAVICE also exercised management authority and control over the operations of DENTAL GROUP OF STAMFORD, LLC, MEHRAN

ZAMANI, LLC, DENTAL GROUP OF CONNECTICUT, LLC, DENTISTS GROUP OF STAMFORD, PC, MEHRAN ZAMANI, DDS, PC, DENTISTS GROUP OF CONNECTICUT, PC, DENTAL GROUP OF NEW BRITAIN, PC, DENTAL GROUP OF HARTFORD, PC, and HARTFORD DENTAL INCORPORATED, PC

33. The term "ZAMANI DEFENDANTS" where used below means MEHRAN ZAMANI, DENTAL GROUP OF STAMFORD, LLC, MEHRAN ZAMANI, LLC, 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, and HARTFORD DENTAL INCORPORATED, PC and DENTAL GROUP OF DANBURY, PC, jointly and severally.

34. DAVID WU is a resident of Cheshire, Connecticut. DAVID WU transacted business in the State of Connecticut, including in the manner set forth below.

35. ARBOR DENTAL ASSOCIATION, LLC, is a limited liability company organized under the laws of the State of Connecticut, which maintains a principal place of business at 26 Shunpike Road, Cromwell, CT 06416. ARBOR DENTAL ASSOCIATION, LLC transacted business in the State of Connecticut, including in the manner set forth below.

36. ALPHA DENTAL GROUP, PC is a Connecticut corporation, which maintains a principal place of business at 174 N. Plains Industrial Road, Wallingford, Connecticut 06492. ALPHA DENTAL GROUP, PC transacted business in the State of Connecticut, including in the manner set forth below.

37. HARTFORD DENTAL CARE, LLC, is a limited liability company organized under the laws of the State of Connecticut, which maintains a principal place of business at 26 Shunpike Road, Cromwell, CT 06416. HARTFORD DENTAL CARE, LLC transacted business in the State of Connecticut, including in the manner set forth below.

38. DAVID WU was an officer and director, and owner of some or all of the stock, of ALPHA DENTAL GROUP, PC. DAVID WU exercised management authority and control over the operations of ALPHA DENTAL GROUP, PC.

39. DAVID WU was the managing member and officer, and an owner, of ARBOR DENTAL ASSOCIATION, LLC, and HARTFORD DENTAL CARE, LLC. DAVID WU exercised some management authority and control over the operations of ARBOR DENTAL ASSOCIATION, LLC, and HARTFORD DENTAL CARE, LLC.

40. Upon information and belief, GARY ANUSAVICE possessed equity in the capital, the stock, or the profits—totaling five (5) percent or more—in the following entities: ARBOR DENTAL ASSOCIATION, LLC, ALPHA DENTAL GROUP, PC, and HARTFORD DENTAL CARE, LLC.

41. Upon information and belief, GARY ANUSAVICE also exercised management authority and control over the operations of ARBOR DENTAL ASSOCIATION, LLC, ALPHA DENTAL GROUP, PC, and HARTFORD DENTAL CARE, LLC.

42. The term “ARBOR DEFENDANTS” where used below means DAVID WU, ARBOR DENTAL ASSOCIATION, LLC, ALPHA DENTAL GROUP, PC, HARTFORD DENTAL CARE, LLC, and DENTAL CARE OF CONNECTICUT, INC., jointly and severally.

43. ALPHONSO MACK is a resident of Bloomfield, Connecticut. ALPHONSO MACK transacted business in the State of Connecticut, including in the manner set forth below.

44. WINTONBURY DENTAL ASSOCIATES, PC is a Connecticut corporation, which maintains a principal place of business at 2 Wintonbury Mall, Building 5, Bloomfield, CT. WINTONBURY DENTAL ASSOCIATES, PC transacted business in the State of Connecticut, including in the manner set forth below. This includes operating a dental office using the name Trumbull Dental Care at 291 White Plains Road, Trumbull, CT.

45. ALPHONSO MACK was an officer and director, and owner of some or all of the stock, of WINTONBURY DENTAL ASSOCIATES, PC. ALPHONSO MACK exercised management authority and control over the operations of WINTONBURY DENTAL ASSOCIATES, PC.

46. Upon information and belief, GARY ANUSAVICE possessed equity in the capital, the stock, or the profits—totaling five (5) percent or more—in the Trumbull Dental Care office of WINTONBURY DENTAL ASSOCIATES, PC.

47. Upon information and belief, GARY ANUSAVICE also exercised management authority and control over the operations of the Trumbull Dental Care office of WINTONBURY DENTAL ASSOCIATES, PC.

## **II. LEGAL AND PUBLIC POLICY BACKGROUND.**

48. The federal False Claims Act (“FCA”) provides in relevant part that any person who: (a) knowingly presents or causes to be presented a false or fraudulent claim for payment or approval; (b) knowingly makes, uses or causes to be made or used, a false record or statement material to a false or fraudulent claim; or (c) conspires to commit a false claims violation, is liable to the United States for relief including civil penalties and treble damages. 31 U.S.C. §3729(a)(1).

49. The Connecticut False Claims Act (“CT FCA”) is modeled after the FCA. The CT FCA provides in relevant part that any person who: (a) knowingly presents or causes to be presented a false or fraudulent claim for payment or approval under a medical assistance program administered by the DSS; (b) knowingly makes, uses or causes to be made or used, a false record or statement material to a false or fraudulent claim for payment or approval under a medical assistance program administered by the DSS; or (c) conspires to commit a false claims

violation, is liable to the STATE OF CONNECTICUT for relief including civil penalties and treble damages. Conn. Gen. Stat. §17b-301b(1), (b)(2) & b(3).

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

51. The State of Connecticut, through the DSS, administers the Connecticut Medicaid Assistance Program ("CMAP"). CMAP includes the State of Connecticut's Medicaid program. The Commissioner of DSS is authorized to promulgate regulations as are necessary to administer CMAP, including the State of Connecticut's Medicaid program. Conn. Gen. Stat. §17b-262; Regulations of Connecticut State Agencies §17b-262-523(13). CMAP in fact pays for health benefits for program beneficiaries.

52. Providers of goods and services to CMAP beneficiaries are required to adhere to CMAP program requirements in order to participate in and receive payment from CMAP. Regulations of Connecticut State Agencies §17b-262-522.

53. "Provider" means "any individual or entity that furnishes Medical Assistance Program goods or services pursuant to a provider agreement with the department and is duly enrolled and in good standing or, as the context may require, an individual or entity applying for enrollment in the Medical Assistance Program". Regulations of Connecticut State Agencies §17b-262-523(22).

54. "Provider agreement" means "the signed, written, contractual agreement between the department and the provider of services or goods". Regulations of Connecticut State Agencies §17b-262-523(23).

55. The DSS CMAP Provider Enrollment Agreement ("Provider Agreement"), in effect during all times relevant to the Complaint, contains a certification that provides, in relevant part: "The undersigned being the provider or having the specific authority to bind the Provider to the terms of this agreement, and having read this agreement and understanding it in its entirety, does hereby agree, both individually and on behalf of the Provider as a business entity, to abide by and comply with all of the stipulations, conditions, and terms set forth herein." This certification contains an express acknowledgement that the commission of any Medicaid related offense as set out in 42 U.S.C. §1320a-7b may be punishable by a fine of up to \$25,000 or imprisonment of up to five years or both.

56. "Provider enrollment or reenrollment form" means "the department's form which requests the provider's data such as, but not limited to: name, address, licensure or certification information, service protocols, and any other information required by the department to assess provider eligibility for participation in the Medical Assistance Program". Regulations of Connecticut State Agencies §17b-262-523(24).

57. The Connecticut Medical Assistance Program Provider Enrollment/Re-Enrollment Application ("Enrollment Application") contains a certification page that provides, in relevant part: "I hereby certify that the foregoing is true, correct and complete to the best of my knowledge. I certify that I understand that any intentional misstatements in and/or omissions from any of the foregoing responses may constitute a violation of Connecticut General Statutes, as well as grounds for termination of my status as a provider in Connecticut Medical Assistance

programs and/or suspension from the Medicaid program.... I further certify that, if I am granted status as a provider for Connecticut Medical Assistance programs, I expressly agree to the following: to abide by all applicable federal and state statutes and regulations.”

58. To enroll in CMAP, and receive payment for goods and services, providers are required to: (1) meet and maintain all applicable licensing, accreditation and certification requirements; (2) meet and maintain all departmental enrollment requirements including the timely submission of a complete provider enrollment or reenrollment form and submission of all enrollment information and such affidavits as the department may require; and (3) have a valid provider agreement on file which is signed by the provider and the department. This agreement, which shall be periodically updated, shall continue to be in effect for the duration specified in the agreement. The provider agreement specifies conditions and terms that govern the program and to which the provider is mandated to adhere in order to participate in the program. Regulations of Connecticut State Agencies §17b-262-524.

59. Requirements for a provider maintaining enrollment in CMAP include: abiding by all federal and state statutes, regulations and operational procedures promulgated by DSS which govern CMAP; notifying DSS in writing of all substantial changes in information which were provided on the application submitted to DSS for provider enrollment or reenrollment in CMAP; and furnishing all information relating to the provider’s business ownership, as well as transactions with subcontractors, in accordance with federal and state statutes and regulations. Regulations of Connecticut State Agencies, §17b-262-526.

60. Potential providers of goods and services under the Medicaid program are required by federal and state law to make specific disclosures concerning the ownership and control of those businesses through which they are seeking to have participate in the program.

61. Federal law requires potential providers to disclose “[t]he name and address of each person with an ownership or controlling interest in the disclosing entity or in any subcontractor in which the disclosing entity has direct or indirect ownership of 5 percent or more”, and that the potential provider “submit the information to the Medicaid agency before entering into a contract or agreement to participate in the program.” 42 CFR §§455.104(a)(1) & (b)(2). “Ownership interest” is defined to mean “the possession of equity in the capital, the stock, or the profits of the disclosing entity.” 42 CFR §455.101. “Person with an ownership or control interest” means, in relevant part: “a person or corporation that – (a) has an ownership interest totaling 5 percent or more in a disclosing entity; (b) Has an indirect ownership interest equal to 5 percent or more in a disclosing entity; (c) Has a combination of direct and indirect ownership interests equal to 5 percent or more in a disclosing entity...” 42 CFR §455.101.

62. Federal financial participation is not available in payments made to a provider that failed to disclose such ownership or control information. 42 CFR §455.104(d).

63. Connecticut state law contains similar provisions. “Ownership or control interest” means, in relevant part: “A person or corporation that (A) Has an ownership interest totaling 5 percent or more in a disclosing entity; (B) Has an indirect ownership interest equal to 5 percent or more in a disclosing entity; (C) Has a combination of direct and indirect ownership interests equal to 5 percent or more in a disclosing entity; (D) Owns an interest of 5 percent or more in any mortgage, deed of trust, note, or other obligation secured by the disclosing entity if that interest equals at least 5 percent of the value of the property or assets of the disclosing entity; (E) Is an officer or director of a disclosing entity that is organized as a corporation...” Regulations of Connecticut State Agencies §17-83k-1(b)(7).

64. Under federal law there are many ways in which an individual or entity can be excluded from federal and state health care programs. 42 U.S.C. §1320a-7. The scope of such exclusions includes Medicare, Medicaid, and other federal health care programs, as defined in 42 CFR §1001.2. 42 CFR §1001.1901(a).

65. The effect of such federal exclusions is as follows: “(b) Effect of exclusion on excluded individuals and entities. (1) Unless and until an individual or entity is reinstated into the Medicare, Medicaid and other Federal health care programs in accordance with subpart F of this part, no payment will be made by Medicare, Medicaid or any of the other Federal health care programs for any item or service furnished, on or after the effective date specified in the notice period, by an excluded individual or entity, or at the medical direction or on the prescription of a physician or other authorized individual who is excluded when the person furnishing such item or service knew or had reason to know of the exclusion. This section applies regardless of whether an individual or entity has obtained a program provider number or equivalent, either as an individual or as a member of a group, prior to being reinstated. (2) An excluded individual or entity may not take assignment of an enrollee's claim on or after the effective date of exclusion. (3) An excluded individual or entity that submits, or causes to be submitted, claims for items or services furnished during the exclusion period is subject to civil money penalty liability under section 1128A(a)(1)(D) of the Act, and criminal liability under section 1128B(a)(3) of the Act and other provisions. In addition, submitting claims, or causing claims to be submitted or payments to be made for items or services furnished, ordered or prescribed, including administrative and management services or salary, may serve as the basis for denying reinstatement to the programs.” 42 CFR §1001.1901(b).

### III. FACTUAL BACKGROUND.

#### A. GARY ANUSAVICE BACKGROUND & REGULATORY HISTORY

66. Defendant GARY ANUSAVICE obtained a license to practice dentistry in Massachusetts in 1980. GARY ANUSAVICE was later licensed to practice dentistry in other states, including Rhode Island.

67. At all times relevant to this Complaint, GARY ANUSAVICE'S licenses to practice dentistry had been suspended or revoked and he was not licensed to practice dentistry in Connecticut or any other state.

68. In fact, GARY ANUSAVICE has been the subject of legal and/or regulatory proceedings in multiple jurisdictions. This includes the following:

##### a. Federal:

- (1) In April 1998, the U.S. Department of Health and Human Services, Office of the Inspector General excluded GARY ANUSAVICE from participating in the Medicaid and Medicare programs. (Office of Inspector General OI File Number 1-97-40383-9-QT). Along with this exclusion GARY ANUSAVICE was provided a letter which stated, in pertinent part: "This exclusion has national effect and applies to all other Federal procurement and non-procurement programs and activities. If you are an individual, payment will not be made to any entity in which you are serving as an employee, administrator, operator, or in any other capacity, for any services including administrative and management services that you furnish, order, or prescribe on or after the effective date of this exclusion.... Therefore, you cannot submit claims or cause claims to be submitted for program payment."
- (2) In October 1999, GARY ANUSAVICE pleaded guilty to and was convicted of the felony of filing a false income tax return. *United States v. Gary F. Anusavice*, 1:98-cr-10404-NG (D. Mass.).
- (3) In October 2008, GARY ANUSAVICE filed for bankruptcy under Chapter 7. *In re Gary Anusavice*, case #1:08-bk-13279-ANV (B. RI.). In March 2009, the Commonwealth of Massachusetts ("Massachusetts") initiated an adversary proceeding in the same court. *Pisaturo v. Anusavice*, case # 1:09-ap-1017-ANV (B. RI.). Massachusetts objected to discharge for numerous grounds including concealment of assets, making false oaths, concealing and failing to maintain books and records, and fraudulent

activity individually and in concert with others, involving dental clinics and dental services in Massachusetts. In September 2010, the Bankruptcy Court approved a stipulated resolution wherein GARY ANUSAVICE denied the allegations but agreed to entry of a judgment denying him a bankruptcy discharge.

**b. Massachusetts:**

- (1) In July 1997, GARY ANUSAVICE pleaded guilty to and was convicted of one count of the felony of making false health care claims. *Commonwealth v. Gary Anusavice*, case #96-0030-2 (Commonwealth of Mass., Worcester Superior Court). His conditions of probation included no practice of dentistry in any state.
- (2) In July 1997, Massachusetts filed a civil action against a company that GARY ANUSAVICE was the owner and president of. *Commonwealth of Massachusetts v. Massdent Business Management, Inc. d/b/a/ DDS Dental Center*, Case No. 97-1459 (Commonwealth of Mass., Worcester Superior Court). Massachusetts alleged, among other things, that the defendant: knowingly presented false claims to insurance companies; provided false information to health care credit providers for payment; and engaged in false and deceptive advertising. The civil consent judgment resolving the case included substantial restitution and an injunction permanently barring Massdent Business Management d/b/a/ DDS Dental Center from operating a dental center, directly or indirectly, in Massachusetts.
- (3) In July 1997, GARY ANUSAVICE entered into a consent agreement with the Massachusetts Board of Registration in Dentistry surrendering his license to practice dentistry and agreeing to a term of probation. GARY ANUSAVICE acknowledged in the consent agreement that he engaged in conduct which was grounds for professional discipline. *In the Matter of Gary Anusavice, DDS*, License #14466, docket numbers DN93-012, DN93-193, DN94-170, DN94-216, DN95-128, DN95-236, DN95-241, DN96-275, DN95-290, DN95-299, DN95-313, DN95-314, DN95-315, DN95-368, DN96-035, DN06-042, DN96-048, DN96-106, DN96-191, DN96-192, DN97-092, DN91-112, DN91-113, DN97-114.
- (4) In 2005, the Massachusetts Dentistry Board initiated additional disciplinary proceedings against GARY ANUSAVICE. In June 2006, the board revoked GARY ANUSAVICE'S license to practice dentistry in Massachusetts. The final decision and order concluded that GARY ANUSAVICE "demonstrated an egregious pattern of dishonesty and a complete and utter disregard for his patients and the general public" and "an inability to adhere to the rules and regulations that govern his profession as well as an inability to adhere to the laws of the Commonwealth." *In the Matter of Gary Anusavice, DDS*, License #14466, case numbers 20041102DN075, and 20051109DN064. This decision was affirmed by the Supreme Judicial Court of Massachusetts. *Anusavice v. Board of Registration in Dentistry*, 451 Mass. 786 (2008).

- (5) In September 2008, the Commonwealth of Massachusetts initiated another civil enforcement action against GARY ANUSAVICE, as well as several individuals and business entities related to GARY ANUSAVICE, which alleged, among other things, that GARY ANUSAVICE and others used “dental clinics and a web of fraudulent corporate fronts to target people in need of costly dental services with deceptive marketing, defraud them by providing them with shoddy or incomplete treatment, leave them with high-cost credit card debt, and then abandon the clinics before starting the scheme anew.” This case was resolved by consent judgment that required substantial restitution and barred the defendants, including GARY ANUSAVICE from, among other things, “maintaining, operating, or having an ownership interests in any entity organized to provide dental services and/or manage persons or entities providing dental services in the Commonwealth of Massachusetts.” *Commonwealth of Massachusetts v. Gary Anusavice*, docket #08-4247-G (Commonwealth of Mass, Suffolk Superior Court).

**c. Rhode Island**

- (1) In February 1998, as a result of an investigation by the State of Rhode Island Department of Health Board Examiners, GARY ANUSAVICE entered into a consent order in which he acknowledged engaging in conduct the Board could conclude “constitutes unprofessional conduct” and agreed to a five year suspension of his dental license in Rhode Island.
- (2) In November 2005, GARY ANUSAVICE entered into a consent order in which he agreed to surrender his right to practice dentistry in Rhode Island for 18 months, and an 18 month period of probation in the event of reinstatement. This consent order was a result of charges by the Rhode Island Department of Health Board of Examiners in Dentistry that GARY ANUSAVICE “engaged in activities amounting to fraud.”
- (3) GARY ANUSAVICE’S remains unlicensed to practice dentistry in Rhode Island.

**B. OPERATIONS IN CONNECTICUT.**

69. Notwithstanding this extensive negative regulatory history, including national exclusion from federal health care programs, federal and state felony convictions, loss of dental licenses, and being barred from involvement with dental practices in at least two states, at some point in time Defendant GARY ANUSAVICE commenced participation in dental business in the State of Connecticut.

70. Defendant GARY ANUSAVICE individually, and in concert with MEHRAN ZAMANI, the ANUSAVICE DEFENDANTS, the ZAMANI DEFENDANTS, DAVID WU, the ARBOR DEFENDANTS, ALPHONSO MACK, and WINTONBURY DENTAL ASSOCIATES, PC, actively participated in the creation, control, management, decision-making and operations of numerous dental practices in Connecticut, as set forth below.

71. Defendant GARY ANUSAVICE individually, and in concert MEHRAN ZAMANI, the ANUSAVICE DEFENDANTS, the ZAMANI DEFENDANTS, DAVID WU, the ARBOR DEFENDANTS, ALPHONSO MACK, and WINTONBURY DENTAL ASSOCIATES, PC, further attempted to conceal the role played by GARY ANUSAVICE in these dental practices through multiple corporate entities, aliases and other means of deception, including as set forth below.

#### C. CONNECTICUT OFFICES IN WHICH ZAMANI IS INVOLVED

72. On or about April 22, 2008, Defendant E.G.A. MANAGEMENT, INC. ("EGA MANAGEMENT") signed a lease for dental office space located at 267 Center Street, West Haven, Connecticut. The address used for Defendant EGA MANAGEMENT was for a private postal mailbox in Rhode Island.

73. On or about April 30, 2008, GARY ANUSAVICE opened private postal mailboxes for himself and for EGA MANAGEMENT in Groton, Connecticut.

74. During the summer of 2008, GARY ANUSAVICE and EGA MANAGEMENT, acting individually and in concert with each other, opened and owned a dental practice called Landmark Dental, located at 267 Center Street, West Haven, Connecticut. GARY ANUSAVICE and EGA MANAGEMENT, acting individually or in concert with each other, controlled the management and operation of Landmark Dental. GARY ANUSAVICE used aliases, including but not limited to "Gary Andrews", "Gary Andrus", and "Gray Francis" in operating and managing Landmark

Dental. EGA MANAGEMENT owned the trade name to Landmark Dental and paid expenses for Landmark Dental, including, for example, payroll, rent, utilities, dental supplies and labs, and advertising.

75. Defendant MEHRAN ZAMANI was hired by Landmark Dental in the fall of 2008 as an independent contractor to perform the services of a dentist.

76. After the State of Connecticut increased the Medicaid reimbursement rates for dental procedures, GARY ANUSAVICE directed that Landmark Dental should start accepting Medicaid patients. GARY ANUSAVICE knew that he could not apply to be a Medicaid provider because he was, and continues to be, excluded from participation in the Medicaid program. Because of this exclusion, GARY ANUSAVICE knew that any entity in which he serves as an employee, administrator, operator, or in any other capacity — including but not limited to Landmark Dental and EGA MANAGEMENT — was and is prohibited from receiving Medicaid payments.

77. Although GARY ANUSAVICE and/or EGA MANAGEMENT owned Landmark Dental, it was MEHRAN ZAMANI who applied to DSS to obtain Medicaid provider enrollment for the business. On information and belief, MEHRAN ZAMANI was aware of GARY ANUSAVICE'S regulatory history, and MEHRAN ZAMANI serving as the applicant for Medicaid provider enrollment was done to permit GARY ANUSAVICE and/or EGA MANAGEMENT to benefit from Medicaid reimbursements.

78. GARY ANUSAVICE and MEHRAN ZAMANI, acting in concert with the ANUSAVICE DEFENDANTS and the ZAMANI DEFENDANTS, subsequently established, managed and operated additional dental practices at the following locations ("Zamani Dental Offices"):

- (1) *Danbury*: 2 Glen Hill Road, Danbury, Connecticut.

- (2) *Hartford*: 18 Madison Street, Hartford, Connecticut.
- (3) *New Britain*: 446 South Main Street, New Britain, Connecticut.
- (4) *Stamford*: 19 3<sup>rd</sup> Street, Stamford, Connecticut, later moved to 587 Elm Street, Stamford, Connecticut.
- (5) *Trumbull*: 291 White Plains Road, Trumbull, Connecticut.
- (6) *Waterbury*: 1127 West Main Street, Suite 18 & 28, Waterbury, Connecticut.
- (7) *West Hartford*: 740 North Main Street, West Hartford, Connecticut.
- (8) *West Haven*: 267 Center Street, West Haven, Connecticut.

#### D. ANUSAVICE RELATIONSHIP WITH ZAMANI OFFICES.

79. MEHRAN ZAMANI entered into several contracts with HAVEN CONSULTING. In all instances GARY ANUSAVICE signed for HAVEN CONSULTING. These contracts (“HAVEN CONSULTING Contracts”) included the following:

- (1) Contract dated April 17, 2009 addressing Dental Group of Stamford, 19 3rd Street, Stamford, Connecticut. This contract further recites that it covers all dental practices in which MEHRAN ZAMANI is a principal. The Contract contains a “Buyout of Contract” provision, whereby Mehran Zamani agreed to pay Haven Consulting between \$950,000.00 and \$100,000.00 depending on when the contract was terminated. On the same day, Haven Consulting and Mehran Zamani LLC, Dental Group of Stamford, LLC, and Mehran Zamani individually signed an “Allocation Agreement” as Addendum A to the Contract. Under the Allocation Agreement, Mehran Zamani was to be paid 60% of the bi-weekly net revenue, and Haven Consulting was to receiving the remaining 40% of the bi-weekly net revenue. On that same day, and in conjunction with this Contract, the parties also entered into a “Sale of Practice Agreement”, whereby if the Zamani Dental Office located at 587 Elm Street, Stamford, Connecticut were to be sold by a certain date, Haven Consulting would be paid 35% of the proceeds from the sale of the practice.
- (2) Contract dated September 1, 2009 addressing Dental Group of Stamford, and the Zamani Dental Office located at 291 White Plains Road, Trumbull, CT. The Contract contains a “Buyout of Contract” provision, whereby Mehran Zamani agreed to pay Haven Consulting a between \$950,000.00 and \$100,000.00 depending on when the contract was terminated. The Contract also indicates that the there exists an “Addendum A” to the Contract. Upon information and belief, Addendum A to this Contract entitled GARY ANUSAVICE to over 5% of the bi-weekly net revenue. Upon information and belief, and in conjunction with this

Contract, the parties also entered into a "Sale of Practice Agreement", whereby if the Zamani Dental Office located at 291 White Plains Road, Trumbull, Connecticut were to be sold by a certain date, Haven Consulting would be paid more than 5% of the proceeds from the sale of the practice.

- (3) Contract dated July 15, 2010 addressing Dental Group of Connecticut, and the Zamani Dental Office located at 740 North Main Street, West Hartford, Connecticut. The Contract contains a "Buyout of Contract" provision, whereby Mehran Zamani agreed to pay Haven Consulting a between \$950,000.00 and \$300,000.00 depending on when the contract was terminated. On the same day, Haven Consulting and Mehran Zamani LLC, Mehran Zamani, PC and Mehran Zamani individually signed an "Allocation Agreement" as Addendum A to the Contract. Under the Allocation Agreement, Mehran Zamani was to be paid 50% of the bi-weekly net revenue, and Haven Consulting was to receiving the remaining 50% of the bi-weekly net revenue. On that same day, and in conjunction with this Contract, the parties also entered into a "Sale of Practice Agreement", whereby if the Zamani Dental Office located at 740 North Main Street, West Hartford, Connecticut were to be sold by a certain date, Haven Consulting would be paid 50% of the proceeds from the sale of the practice.
- (4) Contract dated August 9, 2010 addressing Dental Group of Connecticut, and the Zamani Dental Office located at 18 Madison Street, Hartford, Connecticut. The Contract contains a "Buyout of Contract" provision, whereby Mehran Zamani agreed to pay Haven Consulting a between \$950,000.00 and \$300,000.00 depending on when the contract was terminated. On the same day, Haven Consulting and Mehran Zamani LLC, Mehran Zamani, PC and Mehran Zamani individually signed an "Allocation Agreement" as Addendum A to the Contract. Under the Allocation Agreement, Mehran Zamani was to be paid 50% of the bi-weekly net revenue, and Haven Consulting was to receiving the remaining 50% of the bi-weekly net revenue. On that same day, and in conjunction with this Contract, the parties also entered into a "Sale of Practice Agreement", whereby if the Zamani Dental Office located at 18 Madison Street, Hartford, Connecticut were to be sold by a certain date, Haven Consulting would be paid 50% of the proceeds from the sale of the practice.

80. Each of the HAVEN CONSULTING Contracts included a provision in which MEHRAN ZAMANI acknowledged that, at the time of entering into the contracts, MEHRAN ZAMANI was aware of GARY ANUSAVICE's prior disciplinary history.

81. Each of the foregoing Contracts provide that HAVEN CONSULTING "shall provide marketing, advertising and business consulting services to Zamani during such hours and at such locations as Haven shall determine in its sole discretion."

82. The HAVEN CONSULTING Contracts — with their corresponding Allocation Agreements and Sale of Practice Agreements — gave GARY ANUSAVICE and/or one or more of the ANUSAVICE DEFENDANTS an ownership and/or control interest in the Zamani Dental Offices covered by the Contracts and Agreements.

#### E. DSS PROVIDER ENROLLMENT APPLICATIONS & AGREEMENTS

83. In order to become a Medicaid provider in the State of Connecticut and receive payment for providing Medicaid services, an individual or business entity desiring to be a provider must comply with all DSS enrollment requirements, including, but not limited to: (1) providing all requested information in, and signing, a CMAP provider enrollment application (“enrollment application”); and (2) signing a CMAP provider enrollment agreement (“provider agreement”). Regulations of Connecticut State Agencies §17b-262-524.

84. The enrollment application expressly asks: “Has there been any disciplinary, administrative, civil or criminal actions taken against applicant, a family member, business associate or managing employee in any way related to the provision of health care services, including but not limited to the provision of Medicare or Medicaid goods or services? Yes [ ] No [ ] If yes, please list any and all such actions.” Enrollment Application, page 5, Question 9.

85. The enrollment application also requires the disclosure of information concerning any owners, partners, officers, directors, shareholders or managing employees of the applicant.

86. MEHRAN ZAMANI, acting individually and in concert with GARY ANUSAVICE, the ANUSAVICE DEFENDANTS, the DENTAL GROUP OF STAMFORD LLC, MEHRAN ZAMANI LLC, and the DENTAL GROUP OF CONNECTICUT, LLC applied for and obtained provider enrollment for: (1) MEHRAN ZAMANI, DDS; (2) Landmark Dental; (3) the DENTAL GROUP OF STAMFORD LLC; and

(4) the DENTAL GROUP OF CONNECTICUT, LLC. All of the Zamani Dental Offices utilized one or more of the foregoing four providers to bill for Medicaid reimbursement.

87. In fact, the Medicaid claims for those Zamani Dental Offices that were not enrolled as Medicaid providers were intermingled with the claims for those locations that were enrolled as Medicaid providers.

88. MEHRAN ZAMANI signed enrollment applications and provider agreements for MEHRAN ZAMANI, DDS, Landmark Dental, the DENTAL GROUP OF STAMFORD LLC, and the DENTAL GROUP OF CONNECTICUT, LLC, as follows:

- (1) MEHRAN ZAMANI signed and dated both an enrollment application and a provider agreement for MEHRAN ZAMANI, DDS on or about January 21, 2009. This enrollment application listed Landmark Dental as the primary service location address, the provider pay to address, and as the provider mail to address. The DENTAL GROUP OF STAMFORD, LLC location was listed as an additional service location. Contact information in the enrollment application included an email address that was created and used by GARY ANUSAVICE.
- (2) MEHRAN ZAMANI signed and dated both an enrollment application and a provider agreement for Landmark Dental on or about May 29, 2009. This enrollment application listed Landmark Dental as the primary service location address, the provider pay to address, and as the provider mail to address. THE DENTAL GROUP OF STAMFORD, LLC was listed as an additional service location. Contact information in the enrollment application included an email address that was created and used by GARY ANUSAVICE.
- (3) MEHRAN ZAMANI signed and dated both an enrollment application and a provider agreement for the DENTAL GROUP OF STAMFORD, LLC on or about May 29, 2009. The enrollment application listed DENTAL GROUP OF STAMFORD, LLC as the primary service location address, the provider pay to address, and as the provider mail to address. The Landmark Dental location was listed as an additional service location. Contact information in the enrollment application included an email address that was created and used by GARY ANUSAVICE.
- (4) MEHRAN ZAMANI signed and dated an enrollment application for the DENTAL GROUP OF CONNECTICUT LLC on or about April 19, 2010. MEHRAN ZAMANI signed and dated a provider agreement for the DENTAL GROUP OF CONNECTICUT LLC on or about April 15, 2010. MEHRAN ZAMANI electronically signed an updated enrollment application and a provider agreement for the DENTAL GROUP

OF CONNECTICUT LLC on or about September 23, 2009. MEHRAN ZAMANI signed an updated enrollment application and a provider agreement for the DENTAL GROUP OF CONNECTICUT LLC on or about December 17, 2009. In the foregoing enrollment applications for the DENTAL GROUP OF CONNECTICUT LLC, the 291 White Plains Road, Trumbull, Connecticut 06611 address was listed as an address for primary service location, provider pay to address, and/or provider mail to address.

89. In each of the foregoing enrollment applications, MEHRAN ZAMANI created a false record by failing to disclose GARY ANUSAVICE'S regulatory history, and by failing to disclose the ownership and/or controlling interests held by GARY ANUSAVICE and one or more of the ANUSAVICE DEFENDANTS in Landmark Dental, the DENTAL GROUP OF STAMFORD, LLC, and the DENTAL GROUP OF CONNECTICUT, LLC.

90. In each of the enrollment applications for MEHRAN ZAMANI, DDS, Landmark Dental, the DENTAL GROUP OF STAMFORD, LLC, and the DENTAL GROUP OF CONNECTICUT LLC, MEHRAN ZAMANI checked "No" in response to Question 9 on page 5 of those applications.

91. At the time MEHRAN ZAMANI signed and dated the enrollment applications for Landmark Dental, the DENTAL GROUP OF STAMFORD, LLC, and the DENTAL GROUP OF CONNECTICUT LLC, MEHRAN ZAMANI was aware that GARY ANUSAVICE had been subjected to disciplinary, administrative, civil and/or criminal actions that were related to the provision of health care services. MEHRAN ZAMANI willfully failed to disclose his knowledge of GARY ANUSAVICE'S regulatory history in response to Question 9 on page 5 of the enrollment applications for Landmark Dental, the DENTAL GROUP OF STAMFORD, LLC, and the DENTAL GROUP OF CONNECTICUT LLC. MEHRAN ZAMANI knowingly made false statements and created a false record in the foregoing enrollment applications by failing to disclose GARY ANUSAVICE'S regulatory history.

92. In the enrollment applications for MEHRAN ZAMANI, DDS, Landmark Dental, the DENTAL GROUP OF STAMFORD, LLC, and the DENTAL GROUP OF CONNECTICUT LLC, MEHRAN

ZAMANI did not provide any information with regard to GARY ANUSAVICE, EGA MANAGEMENT and/or HAVEN CONSULTING, despite MEHRAN ZAMANI's knowledge of: (1) the ownership and/or controlling interests that GARY ANUSAVICE, EGA MANAGEMENT and/or HAVEN CONSULTING had in Landmark Dental, the DENTAL GROUP OF STAMFORD, LLC, and the DENTAL GROUP OF CONNECTICUT LLC; and (2) GARY ANUSAVICE's role in the operations of Landmark Dental, the DENTAL GROUP OF STAMFORD, LLC, and the DENTAL GROUP OF CONNECTICUT LLC. MEHRAN ZAMANI knowingly created a false record through his failure to disclose the ownership and/or controlling interests of GARY ANUSAVICE, EGA MANAGEMENT and/or HAVEN CONSULTING.

93. MEHRAN ZAMANI had an affirmative obligation under Regulations of Connecticut State Agencies §§17b-262-524 and 17b-262-526(9), as well as ¶ 4 of each of the applicable provider agreements, to notify DSS of GARY ANUSAVICE's prior disciplinary history, and of the ownership and/or controlling interests that GARY ANUSAVICE, EGA MANAGEMENT and/OR HAVEN CONSULTING had in LANDMARK DENTAL, the DENTAL GROUP OF STAMFORD, LLC, and the DENTAL GROUP OF CONNECTICUT LLC. MEHRAN ZAMANI knowingly and willingly failed to disclose GARY ANUSAVICE's prior regulatory history to DSS. MEHRAN ZAMANI also knowingly and willingly failed to disclose to DSS the ownership and/or controlling interests that Gary Anusavice, EGA MANAGEMENT and/or HAVEN CONSULTING had in Landmark Dental, the DENTAL GROUP OF STAMFORD, LLC, and the DENTAL GROUP OF CONNECTICUT LLC.

94. The false statements made by MEHRAN ZAMANI in the enrollment applications for MEHRAN ZAMANI, DDS, LANDMARK DENTAL, the DENTAL GROUP OF STAMFORD, LLC, and the DENTAL GROUP OF CONNECTICUT LLC, and the false record created by those false statements and omissions, had a natural tendency to influence, or were capable of influencing the DSS' decision on whether to approve each of the foregoing enrollment applications and/or whether to allow

Mehran Zamani, DDS and those entities to continue being providers. Being approved as a provider by DSS was one prerequisite to receiving payment under the Connecticut Medicaid program.

#### F. DENTAL OFFICE OPERATIONS.

95. The Zamani Dental Offices were in operation through the time period including 2009 through at least April 2011. During that time frame these offices provided dental services to Medicaid eligible patients.

96. Connecticut Medicaid reimbursements paid to providers MEHRAN ZAMANI, DDS, LANDMARK DENTAL, the DENTAL GROUP OF STAMFORD, LLC, and the DENTAL GROUP OF CONNECTICUT LLC during this time period exceeded \$20,000,000.00.

97. GARY ANUSAVICE acted as an owner and exercised significant managerial control over the Zamani Dental Offices. At various times GARY ANUSAVICE was involved in reviewing patient charts, suggesting dental procedures to be performed, reviewing billing records, processing Medicaid billings, reviewing income reports, soliciting to hire dentists and staff, interviewing and hiring dentists, distributing paychecks to office staff, and providing overall management direction.

98. GARY ANUSAVICE utilized several companies — including EGA MANAGEMENT, HAVEN CONSULTING, AMZ CONSULTING and ELECTRON MARKETING — in furtherance of the scheme to illegally obtain proceeds of Medicaid reimbursement payments made to providers MEHRAN ZAMANI, DDS, Landmark Dental, the DENTAL GROUP OF STAMFORD, LLC, and the DENTAL GROUP OF CONNECTICUT LLC, and to conceal GARY ANUSAVICE's involvement in the scheme.

99. GARY ANUSAVICE utilized EGA MANAGEMENT to pay expenses for one or more of the Zamani Dental Offices, including Landmark Dental. For example, EGA MANAGEMENT had been utilized to pay expenses for payroll, rent, utilities, dental supplies and labs, and advertising. EGA MANAGEMENT was also paid money that the Zamani Dental Offices obtained through the Medicaid program. From February 2009 through March 2011, EGA MANAGEMENT was paid in excess of \$1,600,000.00 by one or more ZAMANI DEFENDANTS d/b/a Landmark Dental Group.

100. Upon information and belief, GARY ANUSAVICE utilized HAVEN CONSULTING to perform managerial and operational functions at various Zamani Dental Offices, including those Connecticut offices located in West Haven, Stamford, Hartford, West Hartford, and Trumbull. From July 2010 through January 2011, Haven Consulting was paid in excess of \$225,000.00 by one or more ZAMANI DEFENDANTS d/b/a Landmark Dental Group and DENTAL GROUP OF STAMFORD, LLC.

101. Upon information and belief, GARY ANUSAVICE utilized AMZ CONSULTING as an entity through which to illegally obtain proceeds from Medicaid reimbursements paid to one or more of the following providers: MEHRAN ZAMANI, DDS, LANDMARK DENTAL, the DENTAL GROUP OF STAMFORD, LLC, and the DENTAL GROUP OF CONNECTICUT LLC. From August 2010 through March 2011, AMZ CONSULTING was paid in excess of \$478,000.00 by one or more ZAMANI DEFENDANTS d/b/a Landmark Dental Group.

102. ELECTRON MARKETING paid bills for one or more Verizon Wireless telephone numbers utilized by GARY ANUSAVICE in furtherance of the scheme to illegally obtain proceeds from Medicaid reimbursements. One or more of the foregoing Verizon Wireless telephone numbers were used in solicitations to hire dentists for one or more of the Zamani Dental Offices.

103. MEHRAN ZAMANI and GARY ANUSAVICE, individually and in concert with the ZAMANI DEFENDANTS and the ANUSAVICE DEFENDANTS, knowingly utilized procedures at one or more of the Zamani Dental Offices that would, and did, result in: (1) the creation of false statements and records; (2) duplicate billings and reimbursements for Medicaid services; and (3) Medicaid reimbursements for services that were not rendered by Zamani Dental Offices.

104. MEHRAN ZAMANI and GARY ANUSAVICE, individually and in concert with the ZAMANI DEFENDANTS and the ANUSAVICE DEFENDANTS, knowingly failed to implement any accounting or patient ledger system in the Zamani Dental Offices that would prevent duplicate billings for Medicaid reimbursements and/or billings for services never rendered.

105. Regulations of the State of Connecticut and DSS policy mandates Medicaid billings for services that require that multiple sessions, such as for example root canals and crowns, be billed on the date the services are completed. MEHRAN ZAMANI, GARY ANUSAVICE, the ZAMANI DEFENDANTS and the ANUSAVICE DEFENDANTS knew that multiple session services should be billed on the date those services are completed. Despite this knowledge, MEHRAN ZAMANI and GARY ANUSAVICE, individually and in concert with the ZAMANI DEFENDANTS and the ANUSAVICE DEFENDANTS, routinely instructed personnel in one or more of the Zamani Dental Offices to bill at the beginning of multiple session services. The foregoing billing practice allowed providers MEHRAN ZAMANI, DDS, LANDMARK DENTAL, the DENTAL GROUP OF STAMFORD, LLC, and the DENTAL GROUP OF CONNECTICUT LLC to be paid prior to completing dental services and/or to receive duplicate payments for the same service.

106. Between February 2009 and December 2010, providers MEHRAN ZAMANI, DDS, LANDMARK DENTAL, the DENTAL GROUP OF STAMFORD, LLC, and the DENTAL GROUP OF CONNECTICUT LLC submitted duplicate claims for Medicaid reimbursement, as well as claims

for services not rendered by Zamani's Dental Offices, in excess of \$1,820,000.00. The forgoing duplicate claims and claims for services not rendered constitute false and/or fraudulent claims.

#### G. OTHER CONNECTICUT LOCATIONS

107. The Zamani Dental Offices ceased to perform services for Medicaid beneficiaries, and in fact largely ceased operations altogether, by the end of March 2011, at a point in time after DSS suspended Medicaid payments pursuant to 42 CFR §455.23 based on pending investigations into credible allegations of fraud.

108. Payment to GARY ANUSAVICE and/or any of the ANUSAVICE DEFENDANTS on account of the operations of the Zamani Dental Offices, ceased at the same time.

109. GARY ANUSAVICE or the ANUSAVICE DEFENDANTS subsequently commenced operations at a new set of dental offices in Connecticut that had no connection to any of the Zamani Dental Offices.

##### *(a) Arbor Dental Offices.*

110. Early in 2011, GARY ANUSAVICE and one or more of the ANUSAVICE DEFENDANTS reestablished a dental office at 446 South Main Street, New Britain, Connecticut. GARY ANUSAVICE was personally involved in establishing this dental office, including procuring equipment, recruiting dentists — including a dentist with a Medicaid provider agreement — selecting administrative staff and performing all administrative duties. Funds were provided by one or more of the ANUSAVICE DEFENDANTS to purchase equipment for this office. Telephone numbers and mailing addresses used by one or more of the ANUSAVICE DEFENDANTS were utilized in establishing this office. On information and belief JOHN GALLAGHER assisted in the establishment and operation of this dental office.

111. The New Britain dental office opened as Dental Care of New Britain in June 2011. The dentist with whom GARY ANUSAVICE first opened the office left the practice after ten days. Shortly thereafter the Dental Care of New Britain office began using the Medicaid provider number of ALPHA DENTAL GROUP, PC. DAVID WU, a Connecticut dentist, signed both an enrollment application and a provider agreement on behalf of ALPHA DENTAL GROUP, PC on or about March 1, 2010.

112. After DAVID WU and ALPHA DENTAL GROUP, PC began working with GARY ANUSAVICE and the ANUSAVICE DEFENDANTS, the level of Medicaid reimbursements increased dramatically.

113. On August 29, 2011 DAVID WU applied to DSS for a Medicaid provider number for ARBOR DENTAL ASSOCIATION, LLC. The application included a non-functioning email address that, after correction for an apparent typographical error, corresponded to an email account used by GARY ANUSAVICE. This application did not include any information concerning any ownership and/or control interests of GARY ANUSAVICE and/or any of the ANUSAVICE DEFENDANTS in the Arbor Dental Offices, nor did it contain any information concerning the regulatory history of GARY ANUSAVICE.

114. Ultimately GARY ANUSAVICE and DAVID WU, acting in concert with the ANUSAVICE DEFENDANTS and the ARBOR DEFENDANTS, established, managed and operated dental practices at the following locations and under the following names (“Arbor Dental Offices”):

- (1) *Cromwell*: 26 Shunpike Road, Cromwell, Connecticut.
- (2) *Hartford*: 18 Madison Street, Hartford, Connecticut.
- (3) *New Britain*: 450 South Main Street, New Britain, Connecticut.

115. On information and belief, GARY ANUSAVICE and one or more of the ANUSAVICE DEFENDANTS maintained a hidden ownership interest in and exerted considerable control over the Arbor Dental Offices. In fact, GARY ANUSAVICE, acting in concert with one or more of the ANUSAVICE DEFENDANTS, was significantly involved in the creation, control, management, decision-making and operations of the Arbor Dental Offices.

116. On information and belief virtually all of the Medicaid reimbursements for the Arbor Dental Offices are in fact paid over to GARY ANUSAVICE through DENTAL CARE OF CONNECTICUT, INC., which GARY ANUSAVICE controls through JOHN GALLAGHER.

117. The Arbor Dental Offices were in operation through the time period including June 2011 through the present. During that time frame these offices provided dental services to Medicaid eligible patients.

118. Connecticut Medicaid reimbursements received through providers ALPHA DENTAL GROUP, PC and ARBOR DENTAL ASSOCIATION, LLC during this time period for both of the applicable provider agreements exceeded \$4,000,000.00.

119. Neither DAVID WU nor the Arbor Defendants ever notified DSS of the ownership and/or control interests that GARY ANUSAVICE and one or more of the ANUSAVICE DEFENDANTS had in the Arbor Dental Offices.

*(b) Trumbull Office.*

120. GARY ANUSAVICE and PAUL ANUSAVICE, along with one or more of the ANUSAVICE DEFENDANTS have also established an office at 291 White Plains Road, Trumbull, Connecticut, which was previously one of the Zamani Dental Offices. They have described this office as Trumbull Dental Care. This office opened in April 2012.

121. On information and belief GARY ANUSAVICE arranged with ALPHONSO MACK and WINTONBURY DENTAL ASSOCIATES, PC to use the Medicaid provider number that ALPHONSO MACK and WINTONBURY DENTAL ASSOCIATES, PC previously had for billings for services provided to Medicaid beneficiaries at this newly established Trumbull Dental Care office.

122. In April 2011 ALPHONSO MACK and WINTONBURY DENTAL ASSOCIATES, PC notified DSS that Trumbull Dental Care, 291 White Plains Road, Trumbull, Connecticut was an additional service location of theirs.

123. On information and belief, GARY ANUSAVICE was personally involved in the arrangement, including procuring equipment, recruiting dentists, selecting administrative staff and overseeing operations of the Trumbull Dental Care office. On information and belief PAUL ANUSAVICE was involved with managing and operating the new Trumbull Dental Care office full time.

124. On information and belief, GARY ANUSAVICE and one or more of the ANUSAVICE DEFENDANTS maintained a hidden ownership interest in and exerted considerable control over the Trumbull Dental Care office of WINTONBURY DENTAL ASSOCIATES, PC. In fact, GARY ANUSAVICE, acting in concert with one or more of the ANUSAVICE DEFENDANTS, was significantly involved in the creation, control, management, decision-making and operations of the Trumbull Dental Care office of WINTONBURY DENTAL ASSOCIATES, PC, in furtherance of a scheme to illegally obtain proceeds from Medicaid reimbursements.

125. ALPHONSO MACK and WINTONBURY DENTAL ASSOCIATES, PC did not at any time provide DSS with information concerning any ownership and/or control interests held by GARY ANUSAVICE and/or any of the ANUSAVICE DEFENDANTS concerning the Trumbull Dental Care

office of WINTONBURY DENTAL ASSOCIATES, PC., nor did they ever provide DSS with any information concerning the regulatory history of GARY ANUSAVICE.

#### IV. CAUSES OF ACTION

**COUNT 1**  
**Connecticut State False Claims Act**  
**(Conn. Gen. Stat. §17b-301 *et seq.*)**  
**FALSE RECORDS OR STATEMENTS**

126. The allegations of ¶¶1 — 125 of this Complaint are incorporated herein as allegations of Count 1 as if fully set forth herein. The STATE OF CONNECTICUT further alleges as follows.

127. The provisions of Conn. Gen. Stat. §17b-301b(2) prohibit the knowing use of false records or statements material to false or fraudulent claims under a medical assistance program administered by DSS.

128. Under Connecticut regulations compliance with all laws, regulations and DSS enrollment requirements is an express condition of payment for providing services under the Medicaid program. Regulations of Connecticut State Agencies §§17b-262-524 and 17b-262-526.

129. As an excluded provider GARY ANUSAVICE was barred from having any role with Medicaid providers. 42 CFR §1001.1901(b). Yet he and the ANUSAVICE DEFENDANTS were the substantially involved in the establishment, management and operation of the Zamani Dental Offices. GARY ANUSAVICE and one or more of the ANUSAVICE DEFENDANTS also had ownership and/or controlling interests in the Zamani Dental Offices.

130. MEHRAN ZAMANI and the ZAMANI DEFENDANTS had knowledge of GARY ANUSAVICE'S prior disciplinary history, as well as his ownership interests and managerial role with the Zamani Dental Offices. Despite this knowledge, MEHRAN ZAMANI, acting individually

and in concert with the ZAMANI DEFENDANTS, GARY ANUSAVICE and the ANUSAVICE DEFENDANTS, knowingly failed to disclose — in the provider enrollment applications for Mehran Zamani, D.D.S., Landmark Dental, DENTAL GROUP OF STAMFORD, LLC, and DENTAL GROUP OF CONNECTICUT, LLC — GARY ANUSAVICE’S prior disciplinary history and his ownership and/or controlling interests in the Zamani Dental Offices. In fact, neither MEHRAN ZAMANI nor the ZAMANI DEFENDANTS ever informed DSS of GARY ANUSAVICE’S prior disciplinary history and his ownership and/or controlling interests in the Zamani Dental Offices.

131. The failure to disclose GARY ANUSAVICE’S prior disciplinary history and his ownership and/or controlling interests influenced DSS’ decision to accept the provider enrollment applications for Mehran Zamani, D.D.S., Landmark Dental, DENTAL GROUP OF STAMFORD, LLC, and DENTAL GROUP OF CONNECTICUT, LLC. DSS would have rejected the foregoing provider enrollment applications had MEHRAN ZAMANI disclosed GARY ANUSAVICE’S prior disciplinary history and his ownership and/or controlling interests. None of the ZAMANI DEFENDANTS would have been able to participate in, or receive payment from, the Medicaid program if DSS had rejected the provider enrollment applications for Mehran Zamani, D.D.S., Landmark Dental, DENTAL GROUP OF STAMFORD, LLC, and DENTAL GROUP OF CONNECTICUT, LLC.

132. If GARY ANUSAVICE’S prior disciplinary history and his ownership and/or controlling interests were to have been disclosed to DSS after Mehran Zamani, D.D.S., Landmark Dental, DENTAL GROUP OF STAMFORD, LLC, and DENTAL GROUP OF CONNECTICUT, LLC were already accepted as Providers, DSS would have revoked the provider status of those entities. None of the ZAMANI DEFENDANTS would have been able to receive payment from the

Medicaid program if Mehran Zamani, D.D.S., Landmark Dental, DENTAL GROUP OF STAMFORD, LLC, and DENTAL GROUP OF CONNECTICUT, LLC were not approved Providers.

133. The false records and statements in the provider enrollment applications, which covered all of the Zamani Dental Offices, occurred prior to the existence of any claim that the ZAMANI DEFENDANTS tendered to DSS for payment under the Medicaid programs.

134. Connecticut Medicaid reimbursements during this time period for all four of the applicable provider agreements exceeded \$20,000,000.00.

135. Accordingly, GARY ANUSAVICE, MEHRAN ZAMANI, the ANUSAVICE DEFENDANTS and the ZAMANI DEFENDANTS, knowingly made false statements and created false records that were material to all of the claims filed with DSS for all of the dental offices operated by the ZAMANI DEFENDANTS, for the entire time that such offices were in operation.

136. Further, the business practices of the defendants at the dental offices operated by GARY ANUSAVICE, MEHRAN ZAMANI, the ANUSAVICE DEFENDANTS and the ZAMANI DEFENDANTS resulted in numerous examples of billings for services not rendered and numerous examples of duplicate billings for services. Claims for such services not rendered and duplicate services also constitute knowingly using false records or statements material to false or fraudulent claims under a medical assistance program administered by DSS.

137. GARY ANUSAVICE and the ANUSAVICE DEFENDANTS were involved in the management and operation of the ARBOR DEFENDANTS. Upon information and belief, GARY ANUSAVICE and the ANUSAVICE DEFENDANTS also had an ownership and/or controlling interest in the ARBOR DEFENDANTS.

138. Each of the dental offices operated by the ARBOR DEFENDANTS billed Medicaid either through Provider ALPHA DENTAL GROUP, PC, or through Provider ARBOR DENTAL ASSOCIATION, LLC.

139. Upon information and belief, DAVID WU and the ARBOR DEFENDANTS had knowledge of GARY ANUSAVICE's ownership and/or controlling interests in the dental offices operated by the ARBOR DEFENDANTS. Despite this knowledge, DAVID WU, acting individually and in concert with the ARBOR DEFENDANTS, GARY ANUSAVICE and the ANUSAVICE DEFENDANTS knowingly failed to disclose — in the provider enrollment applications for ALPHA DENTAL GROUP, PC and ARBOR DENTAL ASSOCIATION, LLC — GARY ANUSAVICE's prior ownership and/or controlling interests in the dental offices operated by the ARBOR DEFENDANTS. In fact, neither DAVID WU nor the ARBOR DEFENDANTS ever informed DSS of GARY ANUSAVICE's ownership and/or controlling interests in the dental offices operated by the ARBOR DEFENDANTS.

140. The failure to disclose GARY ANUSAVICE's ownership and/or controlling interests influenced DSS' decision to accept the provider enrollment applications for ALPHA DENTAL GROUP, PC and ARBOR DENTAL ASSOCIATION, LLC. DSS would have rejected the foregoing provider enrollment applications had DAVID WU and/or the ARBOR DEFENDANTS disclosed GARY ANUSAVICE's ownership and/or controlling interests. None of the ARBOR DEFENDANTS would have been able to participate in, or receive payment from, the Medicaid program if DSS had rejected the provider enrollment applications for Alpha Dental Group, PC and ARBOR DENTAL ASSOCIATION, LLC.

141. If GARY ANUSAVICE's ownership and/or controlling interests had been disclosed to DSS after ALPHA DENTAL GROUP, PC and ARBOR DENTAL ASSOCIATION, LLC were already

accepted as Providers, DSS would have revoked the Provider status of ALPHA DENTAL GROUP, PC and ARBOR DENTAL ASSOCIATION, LLC. None of the ARBOR DEFENDANTS would have been able to receive payment from the Medicaid program if ALPHA DENTAL GROUP, PC and ARBOR DENTAL ASSOCIATION, LLC were not approved Providers.

142. The false records and statements in the provider enrollment applications for ALPHA DENTAL GROUP, PC and ARBOR DENTAL ASSOCIATION, LLC occurred prior to claims that the ARBOR DEFENDANTS tendered to DSS for payment under the Medicaid program with regard to the Arbor Dental Offices.

143. During the time period relevant to the Complaint, providers ALPHA DENTAL GROUP, PC and ARBOR DENTAL ASSOCIATION, LLC received Connecticut Medicaid reimbursements in excess of \$4,000,000.00.

144. Defendants GARY ANUSAVICE and DAVID WU, acting in conjunction with the ANUSAVICE DEFENDANTS and the ARBOR DEFENDANTS knowingly created false records or statements material to all of the claims filed with DSS for all of the dental offices operated by the ARBOR DEFENDANTS, for the entire time that such offices were in operation, in the manner pleaded above.

145. GARY ANUSAVICE and the ANUSAVICE DEFENDANTS were involved in the management and operation of the Trumbull Dental Care office of WINTONBURY DENTAL ASSOCIATES, PC. Upon information and belief, GARY ANUSAVICE and the ANUSAVICE DEFENDANTS also had an ownership and/or controlling interest in the Trumbull Dental Care office of WINTONBURY DENTAL ASSOCIATES, PC.

146. Upon information and belief, ALPHONSO MACK and WINTONBURY DENTAL ASSOCIATES, PC had knowledge of GARY ANUSAVICE's ownership and/or controlling interests in

the Trumbull Dental Care office of operated by WINTONBURY DENTAL ASSOCIATES, PC. Despite this knowledge, ALPHONSO MACK, acting individually and in concert with WINTONBURY DENTAL ASSOCIATES, PC, GARY ANUSAVICE and the ANUSAVICE DEFENDANTS knowingly failed to disclose to DSS GARY ANUSAVICE's ownership and/or controlling interests in the Trumbull Dental Care office operated by WINTONBURY DENTAL ASSOCIATES, PC. In fact, neither ALPHONSO MACK nor WINTONBURY DENTAL ASSOCIATES, PC ever informed DSS of GARY ANUSAVICE's ownership and/or controlling interests in the Trumbull Dental Care office operated by WINTONBURY DENTAL ASSOCIATES, PC.

147. The failure to disclose GARY ANUSAVICE's ownership and/or controlling interests influenced DSS' decision to allow WINTONBURY DENTAL ASSOCIATES, PC to continue being a Medicaid Provider. DSS would have revoked the Provider status of WINTONBURY DENTAL ASSOCIATES, PC, if ALPHONSO MACK and/or WINTONBURY DENTAL ASSOCIATES, PC had disclosed GARY ANUSAVICE's ownership and/or controlling interests in the Trumbull Dental Care office. None of dental offices operated by WINTONBURY DENTAL ASSOCIATES, PC would have been able to participate in, or receive payment from, the Medicaid program if DSS had revoked the provider status of WINTONBURY DENTAL ASSOCIATES, PC.

148. WINTONBURY DENTAL ASSOCIATES, PC received Connecticut Medicaid reimbursements after GARY ANUSAVICE had an ownership and/or controlling interest in the Trumbull Dental Care office operated by WINTONBURY DENTAL ASSOCIATES, PC.

149. Defendants GARY ANUSAVICE and ALPHONSO MACK, acting in conjunction with the ANUSAVICE DEFENDANTS and WINTONBURY DENTAL ASSOCIATES, PC knowingly created false records or statements material to all of the claims filed with DSS for all of the dental offices operated by WINTONBURY DENTAL ASSOCIATES, PC, after GARY ANUSAVICE obtained an

ownership and/or controlling interest in Trumbull Dental Care office operated by WINTONBURY DENTAL ASSOCIATES, PC.

**COUNT 2**  
**Connecticut State False Claims Act**  
**(Conn. Gen. Stat. §17b-301 *et seq.*)**  
**PRESENTATION OF FALSE OR FRAUDULENT CLAIMS**

150. The allegations of ¶¶1 — 149 of this Complaint are incorporated herein as allegations of Count 2 as if fully set forth herein. The STATE OF CONNECTICUT further alleges as follows.

151. The provisions of Conn. Gen. Stat. §17b-301b(1) prohibit the knowing presentation of false or fraudulent claims for payment or approval under a medical assistance program administered by DSS.

152. MEHRAN ZAMANI and GARY ANUSAVICE, individually and in concert with the ZAMANI DEFENDANTS and the ANUSAVICE DEFENDANTS, knowingly utilized procedures at one or more of the Zamani Dental Offices that would, and did, result in: (1) the creation of false statements and records; (2) duplicate billings and reimbursements for Medicaid services; and (3) Medicaid claims and reimbursements for services that were not rendered to patients by Zamani's Offices.

153. MEHRAN ZAMANI and GARY ANUSAVICE, individually and in concert with the ZAMANI DEFENDANTS and the ANUSAVICE DEFENDANTS, knowingly failed to implement any accounting or patient ledger system in the Zamani Dental Offices that would prevent duplicate billings for Medicaid reimbursements and/or billings for services never rendered.

154. Regulations of the State of Connecticut and DSS policy mandates Medicaid billings for services that require that multiple sessions, such as for example root canals and crowns, be billed on the date the services were completed. MEHRAN ZAMANI, GARY ANUSAVICE,

the ZAMANI DEFENDANTS and the ANUSAVICE DEFENDANTS knew that multiple session services should be billed on the date that those services were completed. Despite this knowledge, MEHRAN ZAMANI and GARY ANUSAVICE, individually and in concert with the ZAMANI DEFENDANTS and the ANUSAVICE DEFENDANTS, routinely instructed personnel in one or more of the Zamani Dental Offices to bill at the beginning of multiple session services. The foregoing billing practice allowed providers MEHRAN ZAMANI, DDS, LANDMARK DENTAL, the DENTAL GROUP OF STAMFORD, LLC, and the DENTAL GROUP OF CONNECTICUT LLC to be paid prior to completing dental services and/or to receive duplicate payments for the same service.

155. Between February 2009 and December 2010, providers MEHRAN ZAMANI, DDS, LANDMARK DENTAL, the DENTAL GROUP OF STAMFORD, LLC, and the DENTAL GROUP OF CONNECTICUT LLC knowingly submitted duplicate claims for Medicaid reimbursement, as well as claims for services not rendered by Zamani's Dental Offices, in excess of \$1,820,000.00. The foregoing duplicate claims and claims for services not rendered constitute false and/or fraudulent claims.

**COUNT 3**  
**Connecticut State False Claims Act**  
**(Conn. Gen. Stat. §17b-301 *et seq.*)**  
**CONSPIRACY**

156. The allegations of ¶¶1 — 125 of this Complaint are incorporated herein as allegations of Count 3 as if fully set forth herein. The STATE OF CONNECTICUT further alleges as follows.

157. The provisions of Conn. Gen. Stat. §17b-301b(3) prohibit conspiring to commit false claims violations.

158. Defendants GARY ANUSAVICE, MEHRAN ZAMANI, the ANUSAVICE DEFENDANTS and the ZAMANI DEFENDANTS have conspired with each other to commit false claims violations, in the manner pleaded above.

159. Defendants GARY ANUSAVICE, DAVID WU, the ANUSAVICE DEFENDANTS and the ARBOR DEFENDANTS have conspired with each other to commit false claims violations, in the manner pleaded above.

160. Defendants GARY ANUSAVICE, ALPHONSO MACK, the ANUSAVICE DEFENDANTS and WINTONBURY DENTAL ASSOCIATES, PC have conspired with each other to commit false claims violations, in the manner pleaded above.

**COUNT 4**  
**Connecticut Unfair Trade Practices Act**  
**(Conn. Gen. Stat. §§42-110n & 42-110o)**  
**DECEPTIVE TRADE PRACTICES**

161. The allegations of ¶¶1 — 160 of this Complaint are incorporated herein as allegations of Count 4 as if fully set forth herein. The STATE OF CONNECTICUT further alleges as follows.

162. GARY ANUSAVICE, MEHRAN ZAMANI, the ANUSAVICE DEFENDANTS and the ZAMANI DEFENDANTS, acting individually and in concert with each other, through their words and actions have made or caused to be made, directly or indirectly, explicitly or by implication, representations to CMAP and the DSS, which are false and likely to mislead, to the effect that:

- (1) MEHRAN ZAMANI is the only person with an ownership or control interest in any of the entities responsible for the DSS provider agreements for each of the Zamani Dental Offices, within the meaning of 42 CFR §455.101 and Regulations of Connecticut State Agencies §17-83k-1(b)(7).
- (2) There have been no disciplinary, administrative, civil or criminal actions taken against any applicant, family member, business associate or managing employee in any way related to the provision of health care services, including but limited to

the provision of Medicare or Medicaid goods or services, with regard to the DSS provider agreements for each of the Zamani Dental Offices.

163. In truth and in fact, contrary to the defendants' representations:

- (1) GARY ANUSAVICE, individually and together with one or more of the ANUSAVICE DEFENDANTS, during all times relevant to the Complaint had an ownership or control interest in each of the Zamani Dental Offices within the meaning of 42 CFR §455.101 and Regulations of Connecticut State Agencies §17-83k-1(b)(7).
- (2) There have in fact been disciplinary, administrative, civil or criminal actions taken against an applicant, family member, business associate or managing employee in any way related to the provision of health care services, including but limited to the provision of Medicare or Medicaid goods or services, with regard to the DSS provider agreements for each of the Zamani Dental Offices, in the form of the extensive regulatory history of GARY ANUSAVICE pleaded in the Complaint.

164. GARY ANUSAVICE, DAVID WU, the ANUSAVICE DEFENDANTS and the ARBOR DEFENDANTS, acting individually and in concert with each other, through their words and actions have made or caused to be made, directly or indirectly, explicitly or by implication, representations to CMAP and the DSS, which are false and likely to mislead, to the effect that:

- (1) DAVID WU is the only person with an ownership or control interest in any of the entities responsible for the DSS provider agreements for each of the Arbor Dental Offices, within the meaning of 42 CFR §455.101 and Regulations of Connecticut State Agencies §17-83k-1(b)(7).
- (2) There have been no disciplinary, administrative, civil or criminal actions taken against any applicant, family member, business associate or managing employee in any way related to the provision of health care services, including but limited to the provision of Medicare or Medicaid goods or services, with regard to the DSS provider agreements for each of the Arbor Dental Offices.

165. In truth and in fact, contrary to the defendants' representations:

- (1) GARY ANUSAVICE, individually and together with one or more of the ANUSAVICE DEFENDANTS, during all times relevant to the Complaint had an ownership or control interest in each of the Arbor Dental Offices within the meaning of 42 CFR §455.101 and Regulations of Connecticut State Agencies §17-83k-1(b)(7).
- (2) There have in fact been disciplinary, administrative, civil or criminal actions taken against an applicant, family member, business associate or managing employee in any way related to the provision of health care services, including but

limited to the provision of Medicare or Medicaid goods or services, with regard to the DSS provider agreements for each of the Arbor Dental Offices, in the form of the extensive regulatory history of GARY ANUSAVICE pleaded in the Complaint.

166. GARY ANUSAVICE, ALPHONSO MACK, the ANUSAVICE DEFENDANTS and WINTONBURY DENTAL ASSOCIATES, PC, acting individually and in concert with each other, through their words and actions have made or caused to be made, directly or indirectly, explicitly or by implication, representations to CMAP and the DSS, which are false and likely to mislead, to the effect that:

- (1) ALPHONSO MACK is the only person with an ownership or control interest in WINTONBURY DENTAL ASSOCIATES, PC, which operated Trumbull Dental Care at 291 White Plains Road, Trumbull, CT, with regard to the DSS provider agreement for said office, within the meaning of 42 CFR §455.101 and Regulations of Connecticut State Agencies §17-83k-1(b)(7).
- (2) There have been no disciplinary, administrative, civil or criminal actions taken against any applicant, family member, business associate or managing employee in any way related to the provision of health care services, including but limited to the provision of Medicare or Medicaid goods or services, with regard to the DSS provider agreement for WINTONBURY DENTAL ASSOCIATES, PC, which operated Trumbull Dental Care at 291 White Plains Road, Trumbull.

167. In truth and in fact, contrary to the defendants' representations:

- (1) GARY ANUSAVICE, individually and together with one or more of the ANUSAVICE DEFENDANTS, during all times relevant to the Complaint had an ownership or control interest in WINTONBURY DENTAL ASSOCIATES, PC, which operated Trumbull Dental Care at 291 White Plains Road, Trumbull, within the meaning of 42 CFR §455.101 and Regulations of Connecticut State Agencies §17-83k-1(b)(7).
- (2) There have in fact been disciplinary, administrative, civil or criminal actions taken against any applicant, family member, business associate or managing employee in an way related to the provision of health care services, including but limited to the provision of Medicare or Medicaid goods or services, with regard to the DSS provider agreements for WINTONBURY DENTAL ASSOCIATES, PC, which operated Trumbull Dental Care at 291 White Plains Road, Trumbull, CT, in the form of the extensive regulatory history of GARY ANUSAVICE pleaded in the Complaint.

168. The misrepresentations of defendants, as alleged herein, are material, false, and likely to mislead, and, therefore, constitute deceptive acts or practices in violation of Conn. Gen. Stat. §42-110b(a).

**COUNT 5**  
**Connecticut Unfair Trade Practices Act**  
**(Conn. Gen. Stat. §§42-110n & 42-110o)**  
**WILFUL USE OF DECEPTIVE TRADE PRACTICES**

169. The State of Connecticut incorporates by reference all paragraphs of Count 4 as if fully set forth herein and further alleges as follows.

170. All of the Defendants have used deceptive trade practices and violated Conn. Gen. Stat. §42-110b(a) willfully.

171. Under the provisions of Conn. Gen. Stat. §42-110o(b), Defendants are each liable for civil penalties of up to \$5,000 for each willful violation of the statute.

172. These costs and penalties are in addition to and not a substitute for the claim for restitution and other equitable relief alleged in this Complaint.

**COUNT 6**  
**Connecticut Unfair Trade Practices Act**  
**(Conn. Gen. Stat. §§42-110n & 42-110o)**  
**UNFAIR TRADE PRACTICES**

173. The allegations of ¶¶1 — 160 of this Complaint are incorporated herein as allegations of Count 6 as if fully set forth herein. The STATE OF CONNECTICUT further alleges as follows.

174. The acts, practices, and course of wrongful conduct by GARY ANUSAVICE, MEHRAN ZAMANI, the ANUSAVICE DEFENDANTS and the ZAMANI DEFENDANTS, acting (i) individually, (ii) jointly, as part of a conspiracy among defendants, and (iii) jointly through their

aiding and abetting of each other, as alleged above, violated several public policies of the State of Connecticut, including the following:

- (1) The public policy against using false records or statements material to false or fraudulent claims, as embodied in 31 U.S.C. §3729(a)(1)(B) and Conn. Gen. Stat. §17b-301b(a)(2);
- (2) The public policy against conspiring to violate the federal and state False Claims Acts, as embodied in 31 U.S.C. §3729(a)(1)(C) and Conn. Gen. Stat. §17b-301b(a)(3);
- (3) The public policy against presenting false or fraudulent claims, as embodied in 31 U.S.C. §3729(a)(1)(A) and Conn. Gen. Stat. §17b-301b(a)(1);
- (4) The public policy against conspiracies to commit fraud, as embodied in 18 U.S.C. §371;
- (5) The public policy against health care fraud, as embodied in 18 U.S.C. §1347;
- (6) The public policy against making or causing to be made false statements or representations in connection with payments under federal health care programs, as embodied in 42 USC § 1320a-7b;
- (7) The public policy requiring all CMAP providers to adhere to all federal and state laws and regulations concerning CMAP, including Medicaid, as embodied in Regulations of Connecticut State Agencies §17b-262-526;
- (8) The public policy requiring all CMAP providers to provide notice to DSS of all substantial changes to information provided on applications for provider enrollment or reenrollment, as embodied in Regulations of Connecticut State Agencies §17b-262-526;
- (9) The public policy requiring all CMAP providers to adhere to all program requirements as a condition of receiving payment, as embodied in Regulations of Connecticut State Agencies §17b-262-522;
- (10) The public policy requiring disclosure of those who have ownership and/or controlling interests in Medicaid providers, as embodied in 42 CFR §§104(a)(1), 104(b)(2), and Regulations of Connecticut State Agencies §17b-83k-1(b)(7);
- (11) The public policy denying federal financial participation for providers who fail to disclose information concerning those who have ownership and/or controlling interests, as embodied in 42 CFR §455/104(d);

- (12) The public policy against excluded individuals and/or entities playing a role with Medicaid providers, maintaining their excluded status unless and until they are reinstated, and not before, as embodied in 42 CFR §1001.1901(b);
- (13) The public policy requiring CMAP providers to disclose to DSS information concerning the prior disciplinary history of those who have ownership and/or controlling interests in the provider, as embodied in Regulations of Connecticut State Agencies §17b-262-526(9);
- (14) The public policy against larceny, as embodied in Conn. Gen. Stat. §53a-118, et seq.;
- (15) The public policy against vendor fraud, as embodied in Conn. Gen. Stat. §§ 17b-99 and 53a-290, et seq.; and/or
- (16) The public policy against health insurance fraud, as embodied in Conn. Gen. Stat. § 53-550, et seq.

175. The acts, practices, and course of wrongful conduct by GARY ANUSAVICE, DAVID WU, the ANUSAVICE DEFENDANTS and the ARBOR DEFENDANTS, acting (i) individually, (ii) jointly, as part of a conspiracy among defendants, and (iii) jointly through their aiding and abetting of each other, as alleged above, violated several public policies of the State of Connecticut, including the following:

- (1) The public policy against using false records or statements material to false or fraudulent claims, as embodied in 31 U.S.C. §3729(a)(1)(B) and Conn. Gen. Stat. §17b-301b(a)(2);
- (2) The public policy against conspiring to violate the federal and state False Claims Acts, as embodied in 31 U.S.C. §3729(a)(1)(C) and Conn. Gen. Stat. §17b-301b(a)(3);
- (3) The public policy against presenting false or fraudulent claims, as embodied in 31 U.S.C. §3729(a)(1)(A) and Conn. Gen. Stat. §17b-301b(a)(1);
- (4) The public policy against conspiracies to commit fraud, as embodied in 18 U.S.C. §371;
- (5) The public policy against health care fraud, as embodied in 18 U.S.C. §1347;
- (6) The public policy against making or causing to be made false statements or representations in connection with payments under federal health care programs, as embodied in 42 USC § 1320a-7b;

- (7) The public policy requiring all CMAP providers to adhere to all federal and state laws and regulations concerning CMAP, including Medicaid, as embodied in Regulations of Connecticut State Agencies §17b-262-526;
- (8) The public policy requiring all CMAP providers to provide notice to DSS of all substantial changes to information provided on applications for provider enrollment or reenrollment, as embodied in Regulations of Connecticut State Agencies §17b-262-526;
- (9) The public policy requiring all CMAP providers to adhere to all program requirements as a condition of receiving payment, as embodied in Regulations of Connecticut State Agencies §17b-262-522;
- (10) The public policy requiring disclosure of those who have ownership and/or controlling interests in Medicaid providers, as embodied in 42 CFR §§104(a)(1), 104(b)(2), and Regulations of Connecticut State Agencies §17b-83k-1(b)(7);
- (11) The public policy denying federal financial participation for providers who fail to disclose information concerning those who have ownership and/or controlling interests, as embodied in 42 CFR §455/104(d);
- (12) The public policy against excluded individuals and/or entities playing a role with Medicaid providers, maintaining their excluded status unless and until they are reinstated, and not before, as embodied in 42 CFR §1001.1901(b);
- (13) The public policy requiring CMAP providers to disclose to DSS information concerning the prior disciplinary history of those who have ownership and/or controlling interests in the provider, as embodied in Regulations of Connecticut State Agencies §17b-262-526(9);
- (14) The public policy against larceny, as embodied in Conn. Gen. Stat. §53a-118, et seq.;
- (15) The public policy against vendor fraud, as embodied in Conn. Gen. Stat. §§ 17b-99 and 53a-290, et seq.; and/or
- (16) The public policy against health insurance fraud, as embodied in Conn. Gen. Stat. § 53-550, et seq.

176. The acts, practices, and course of wrongful conduct by GARY ANUSAVICE, PAUL ANUSAVICE, ALPHONSO MACK, the ANUSAVICE DEFENDANTS and the WINTONBURY DENTAL ASSOCIATES, PC, acting (i) individually, (ii) jointly, as part of a conspiracy among defendants, and (iii) jointly through their aiding and abetting of each other, as alleged above, violated several public policies of the State of Connecticut, including the following:

- (1) The public policy against using false records or statements material to false or fraudulent claims, as embodied in 31 U.S.C. §3729(a)(1)(B) and Conn. Gen. Stat. §17b-301b(a)(2);
- (2) The public policy against conspiring to violate the federal and state False Claims Acts, as embodied in 31 U.S.C. §3729(a)(1)(C) and Conn. Gen. Stat. §17b-301b(a)(3);
- (3) The public policy against presenting false or fraudulent claims, as embodied in 31 U.S.C. §3729(a)(1)(A) and Conn. Gen. Stat. §17b-301b(a)(1);
- (4) The public policy against conspiracies to commit fraud, as embodied in 18 U.S.C. §371;
- (5) The public policy against health care fraud, as embodied in 18 U.S.C. §1347;
- (6) The public policy against making or causing to be made false statements or representations in connection with payments under federal health care programs, as embodied in 42 USC § 1320a-7b;
- (7) The public policy requiring all CMAP providers to adhere to all federal and state laws and regulations concerning CMAP, including Medicaid, as embodied in Regulations of Connecticut State Agencies §17b-262-526;
- (8) The public policy requiring all CMAP providers to provide notice to DSS of all substantial changes to information provided on applications for provider enrollment or reenrollment, as embodied in Regulations of Connecticut State Agencies §17b-262-526;
- (9) The public policy requiring all CMAP providers to adhere to all program requirements as a condition of receiving payment, as embodied in Regulations of Connecticut State Agencies §17b-262-522;
- (10) The public policy requiring disclosure of those who have ownership and/or controlling interests in Medicaid providers, as embodied in 42 CFR §§104(a)(1), 104(b)(2), and Regulations of Connecticut State Agencies §17b-83k-1(b)(7);
- (11) The public policy denying federal financial participation for providers who fail to disclose information concerning those who have ownership and/or controlling interests, as embodied in 42 CFR §455/104(d);
- (12) The public policy against excluded individuals and/or entities playing a role with Medicaid providers, maintaining their excluded status unless and until they are reinstated, and not before, as embodied in 42 CFR §1001.1901(b);
- (13) The public policy requiring CMAP providers to disclose to DSS information concerning the prior disciplinary history of those who have ownership and/or

controlling interests in the provider, as embodied in Regulations of Connecticut State Agencies §17b-262-526(9);

- (14) The public policy against larceny, as embodied in Conn. Gen. Stat. §53a-118, et seq.;
- (15) The public policy against vendor fraud, as embodied in Conn. Gen. Stat. §§ 17b-99 and 53a-290, et seq.; and/or
- (16) The public policy against health insurance fraud, as embodied in Conn. Gen. Stat. § 53-550, et seq.

177. Defendants' course of wrongful conduct was immoral, unethical, oppressive and unscrupulous.

178. Defendants' acts and practices, as alleged herein, constitute unfair acts or practices in violation of Conn. Gen. Stat. §42-110b(a).

**COUNT 7**  
**Connecticut Unfair Trade Practices Act**  
**(Conn. Gen. Stat. §§42-110n & 42-110o)**  
**WILFUL USE OF UNFAIR TRADE PRACTICES**

179. The State of Connecticut incorporates by reference all paragraphs of Count 6 as if fully set forth herein and further alleges as follows.

180. Defendants have used unfair trade practices and violated Conn. Gen. Stat. §42-110b(a) willfully.

181. Under the provisions of Conn. Gen. Stat. §42-110o(b), Defendants are each liable for civil penalties of up to \$5,000 for each willful violation of the statute.

182. These costs and penalties are in addition to and not a substitute for the claim for restitution and other equitable relief alleged in this Complaint.

## **V. PRAYER FOR RELIEF**

WHEREFORE, pursuant to Conn. Gen. Stat. §§17b-301b(b), 17b-301c, 42-110m and 42-110o, the STATE OF CONNECTICUT requests the following relief:

### **As To Count 1, Count 2 & Count 3:**

1. A civil penalty of not less than five thousand five hundred dollars or more than eleven thousand dollars, or as adjusted from time to time by the federal Civil Penalties Inflation Adjustment Act of 1990, 28 U.S.C. §2461;
2. Three times the amount of damages that the STATE OF CONNECTICUT sustained because of the acts of the Defendants, jointly and severally;
3. Costs of investigation and prosecution of this action;

### **As To Count 4, Count 5, Count 6 & Count 7:**

4. A finding that each of the Defendants has engaged in unfair or deceptive acts or practices in the course of trade or commerce which constitute violations of the Connecticut Unfair Trade Practices Act;
5. An order preliminarily and permanently enjoining each of the Defendants from the use of acts or practices that violate the Connecticut Unfair Trade Practices Act, including, but not limited to, the unlawful acts and practices pleaded in this Complaint;
6. An order preliminarily and permanently enjoining each of the Defendants to take whatever actions are necessary to abate the use of acts or practices that violate the Connecticut Unfair Trade Practices Act, including, but not limited to, the unlawful acts and practices pleaded in this Complaint;

7. An order requiring each of the Defendants to pay restitution for any loss resulting from the acts or practices that violate the Connecticut Unfair Trade Practices Act, as alleged herein;

8. An order requiring each of the Defendants to submit to an accounting;

9. An order requiring each of the Defendants to pay the costs for the investigation and prosecution of this action, including reasonable attorneys' fees; and

**As To Count 5 & Count 7:**

10. An order requiring each of the Defendants to pay a civil penalty in an amount not to exceed \$5000 per violation for each willful violation of the Connecticut Unfair Trade Practices Act;

**As To All Counts:**

11. Such other relief as is just and equitable to effectuate the purposes of this action.

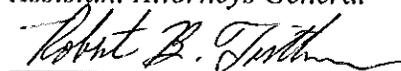
Dated at Hartford, Connecticut, this 29<sup>th</sup> day of May, 2012.

**STATE OF CONNECTICUT**

GEORGE JEPSEN  
*ATTORNEY GENERAL*

Robert B. Teitelman  
Karen Haabestad  
Joshua Jackson  
*Assistant Attorneys General*

BY:



Robert B. Teitelman  
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