

**STATE OF CONNECTICUT  
DEPARTMENT OF SOCIAL SERVICES**

In re: Meadowbrook Rest Home of Essex, Inc.	Draft Proposed Sanctions/
Essex Village at South Cove, Inc.	Notice of Violations of Regulations
Edward Faraci, Sr.	Governing Payment
Esther Faraci	Under the State Supplement Program
Edward Faraci, Jr.	
Alyson Faraci	
Theresa Siwinski	

**SETTLEMENT AGREEMENT AND CONSENT ORDER**

This Settlement Agreement and Consent Order (hereinafter referred to as the “Settlement Agreement”) is entered into by and among Meadowbrook Rest Home of Essex, Inc. (“Meadowbrook”), Essex Village at South Cove, Inc. (“Essex”) (Meadowbrook and Essex are sometimes referred to collectively as the “facilities”), Edward Faraci, Sr., Esther Faraci, Edward Faraci, Jr., Alyson Faraci, and Theresa Siwinski (the individuals are sometimes referred to collectively as the “Faracis;” and Meadowbrook, Essex, and the Faracis are sometimes referred to individually as a “Respondent” and collectively as the “Respondents”) and the Connecticut Department of Social Services (“DSS”) (DSS and the Respondents are jointly referred to as the “parties”).

**PREAMBLE**

WHEREAS, the DSS is the single state agency responsible for administering the state supplement to the federal Supplemental Security Income Program (the “state supplement program”) in the State of Connecticut pursuant to Conn. Gen. Stat. § 17b-2, and for determining the reimbursement rate for licensed residential care homes that furnish goods and services to beneficiaries of the State Supplement to the Federal Supplemental Security Income program (“state supplement program”);

WHEREAS, the Respondent, Meadowbrook, operates a licensed residential care home participating in the state supplement program subject to all lawful requirements established by the DSS and the Connecticut Department of Public Health in applicable statutes and regulations;

WHEREAS, the Respondent, Essex, operates a licensed residential care home participating in the state supplement program subject to all lawful requirements established by the DSS and the Connecticut Department of Public Health in applicable statutes and regulations;

WHEREAS, the Respondent, Edward Faraci, Sr., owns 50% of the shares of stock and is the president of Meadowbrook and Essex, and participates in the operation of the businesses;

WHEREAS, the Respondent, Esther Faraci, owns 50% of the shares of stock and is the corporate secretary of Meadowbrook and Essex, is the administrator of Meadowbrook, and participates in the operation of the businesses;

WHEREAS, the Respondent, Edward Faraci, Jr., the son of Edward Faraci, Sr. and Esther Faraci, is the vice president and administrator of Essex, and participates in the operation of the business;

WHEREAS, the Respondent, Alyson Faraci, the wife of Edward Faraci, Jr., is an employee of Essex, and participates in the operation of the business;

WHEREAS, the Respondent, Theresa Siwinski, the daughter of Edward Faraci, Sr. and Esther Faraci, is an employee of Essex, and participates in the operation of the business;

WHEREAS, Edward Faraci, Sr. and Esther Faraci own the real estate for Essex, located at 59 South Main Street, Essex, Connecticut, and for Meadowbrook, located at 63 Westbrook Road, Centerbrook, Connecticut (the two properties collectively are referred to as the “Real Property”);

WHEREAS, Meadowbrook and Essex furnished goods and services to beneficiaries of the state supplement program and received reimbursements from DSS for such goods and services. The DSS based its reimbursements to the facilities on the rates established by means of cost data submitted by the respective facilities on a form designated as the “Annual Report of Long-Term Care Facility” (referred to as a “cost report”);

WHEREAS, as an owner of Meadowbrook and its administrator, Esther Faraci certified under oath that the information contained in each of the cost reports for the fiscal years ended September 30, 1997 through September 30, 2004, respectively, was true, correct and complete and that the cost reports were prepared in accordance with the applicable reporting requirements of the State of Connecticut for the years in which the cost reports were submitted;

WHEREAS, as Meadowbrook’s owner, Edward Faraci, Sr. certified under oath that the information contained in each of the cost reports for the fiscal years ended September 30, 1997 through September 30, 2004, respectively, was true, correct and complete and that the cost reports were prepared in accordance with the applicable reporting requirements of the State of Connecticut for the years in which the cost reports were submitted;

WHEREAS, on or about March 27, 2003, the DSS completed an audit of Meadowbrook's cost reports for the fiscal years ended September 30, 1997 through September 30, 1999 (the "Meadowbrook Audit");

WHEREAS, as Essex's administrator, Edward Faraci, Jr. certified under oath that the information contained in each of the cost reports for the fiscal years ended September 30, 1999 through September 30, 2004, respectively, was true, correct and complete and that the cost reports were prepared in accordance with the applicable reporting requirements of the State of Connecticut for the years in which the cost reports were submitted;

WHEREAS, as an owner of Essex, Edward Faraci, Sr. certified under oath that the information contained in the cost reports for the fiscal years ended September 30, 1999 through September 30, 2004, respectively, was true, correct and complete and that the cost reports were prepared in accordance with the applicable reporting requirements of the State of Connecticut for the years in which the cost reports were submitted;

WHEREAS, on or about June 9, 2004, the DSS completed an audit of Essex's cost reports for the fiscal years ended September 30, 1999 through September 30, 2001 (the "Essex Audit;" the Meadowbrook Audit and the Essex Audit are sometimes collectively referred to as the "Audits");

WHEREAS, as a result of the Audits and the subsequent investigation conducted by DSS, there are outstanding issues between the parties for the fiscal years ended September 30, 1997 to the present for Meadowbrook and for the fiscal years ended September 30, 1999 to the present for Essex;

WHEREAS, based on the findings of the Audits and the subsequent investigation, it is the DSS's position that Essex and Meadowbrook claimed certain expenses and salaries on cost reports as costs of providing goods and/or services to beneficiaries of the state supplement program, and such costs were made for the benefit of the Faracis and not for the benefit of the residents in violation of Conn. Agency Regs. § 17-311-52(i), which states that “[a]ll costs included in the computation of the per diem reimbursement rate must be reasonable and directly related to the provision of services necessary for patient care,” and also § 17-311-52(i)(2), which excludes from the rate calculation “expenditures made for the protection, enhancement, or promotion of a provider’s interests;”

WHEREAS, based on the findings of the Audits and the subsequent investigation, it is the DSS's position that a number of items claimed on the cost reports as legitimate salary and expenses were, in fact unsupported despite the requirements of applicable regulations, in particular, Conn. Agency Regs. § 17-311-56, for supporting documentation;

WHEREAS, the Respondents dispute the findings and disallowances made by the DSS in the Audits and investigation;

WHEREAS, on or about September 21, 2005, as an attachment to a letter of that date from DSS' counsel to Respondents' counsel, the DSS provided the Respondents with a draft of its Proposed Sanctions and Notice of Violations of Regulations Governing Payment under the State Supplement Program pursuant to Conn. Gen. Stat. §§ 17b-99(c) and Conn. Agency Regs. §§17-83k-1 through 17-83k-6 (the “Draft Notice of Violations”), in which sanctions were proposed for violations of laws governing

reimbursement for costs of goods and services furnished by licensed residential care homes to beneficiaries of the state supplement program;

WHEREAS, there are complex legal and factual questions involved in any administrative proceedings that might be undertaken as a result of the Audits and investigation;

WHEREAS, the resolution of these issues by means of litigation would be extremely time consuming and costly for all parties;

WHEREAS, the parties have agreed to resolve their dispute in a manner that avoids litigation.

**TERMS AND CONDITIONS**

NOW THEREFORE, in full and final settlement of the issues raised in the Draft Notice of Violations and the Audits, the parties agree to this Settlement Agreement and agree that a Consent Order may enter as follows:

1. Exclusions. Commencing upon the date set forth in Paragraph 9 below, the Respondents, Meadowbrook, Essex, Edward Faraci, Sr., Esther Faraci, and Edward Faraci, Jr. are each suspended for a period of ten years, and Respondents Alyson Faraci, and Theresa Siwinski are each suspended for a period of three years, from providing goods or services to beneficiaries of the state supplement program, the Medicaid program, or any other program administered by the DSS. Meadowbrook, Essex, Edward Faraci, Sr., Esther Faraci, Edward Faraci, Jr., Alyson Faraci, and Theresa Siwinski acknowledge that their suspension, also referred to as an “exclusion,” may result in exclusion from participating as a provider, or employment by or contracting with a

provider, with respect to items or services reimbursable under any federal health care program, or any other applicable exclusion under federal law.

2. Restrictions During Exclusion. During the period of suspension from participation in the state supplement program, the Medicaid program, or any other program administered by the DSS, the Respondents will refrain from the following:

a) operating, acquiring any ownership interest in, sharing in the profits of, or loaning any money to, any person or entity that applies for reimbursement for items or services from any program administered by the DSS;

b) applying directly or indirectly for reimbursement for items or services from any program administered by the DSS; and/or

c) being employed by or having an independent contractor relationship with any person or entity that applies for reimbursement from any program administered by the DSS for items that any Respondent provides or services that any Respondent performs; and

d) for purposes of subsections a) through c) above, a “program administered by the DSS” shall include, but not be limited to, the state supplement program, the Medicaid program and any other public assistance program funded by the DSS or any other State Department and administered by the DSS.

3. Settlement Payment. The Respondents shall pay the sum of \$1,200,000.00 (hereinafter the “Settlement Amount”) in settlement of any and all issues raised by the Audits and the Draft Notice of Violations. The Respondents shall be jointly and severally liable for payment of the entire Settlement Amount. The Settlement Amount shall be paid in the following manner:

a) Upon the execution of this Settlement Agreement, the Respondents shall pay \$400,000.00 to the DSS.

b) The Respondents agree to pay to the DSS the additional amount of \$800,000.00 (the "Debt"), together with any amounts that may then be due under the Note or Mortgage, as defined below, no later than June 30, 2006, unless the date is extended, as follows. If no later than June 30, 2006 the Respondents provide the DSS with a fully executed purchase and sale agreement with a bona fide purchaser for the sale of the business operations of Essex and Meadowbrook and/or the Real Property, subject only to reasonable and customary contingencies as determined by the DSS in its sole discretion, but have not closed such sale by that date, the Respondents shall pay the Debt in full to DSS no later than September 30, 2006. The DSS shall receive payment of the net proceeds (as defined in paragraph 7 below), up to the amount of the Debt, from any sale of the business operations of either Essex or Meadowbrook and/or the Real Property that occurs prior to June 30, 2006 or, if the date is extended pursuant to this subparagraph, September 30, 2006. A "bona fide purchaser" shall mean an arms' length purchaser who, if purchasing the facilities for the purpose of operating them as residential care homes, shall not be a related party as defined in Paragraph 5(a) below, nor a person or entity who has been excluded from participating as a provider in any program administered by the DSS as defined in subparagraph 2(d) above or in any federal healthcare program, or is owned, controlled or managed by such an excluded person or entity.

c) Contemporaneously with the execution of this Settlement Agreement the Respondents will deliver to DSS their joint and several promissory note (the "Note")

evidencing the Debt. A copy of the Note is attached hereto as Schedule A and incorporated by reference.

4. Mortgage. Contemporaneously with the execution of this Settlement Agreement, to secure payment and performance of the Note, the Respondents Edward Faraci, Sr. and Esther Faraci shall execute and deliver a mortgage deed (“Mortgage”) in favor of the DSS securing the Debt on the parcels of land, together with the buildings and improvements thereon, known as 63 Westbrook Road, Centerbrook, Connecticut and 59 South Main Street, Essex, Connecticut. A copy of the Mortgage is attached hereto as Schedule B and incorporated herein by reference. The Respondents warrant and represent that the Mortgage is and shall be subordinate only to the bank financing set forth in Schedule C. The Respondents agree that the Mortgage is subject to the terms, conditions, representations and warranties set forth in Schedule C. Respondents further agree that in the event of any bankruptcy filing by or against any of them, they will not contest the DSS’ claim that the Debt is not dischargeable in bankruptcy. The Mortgage shall be recorded immediately following the execution of this Settlement Agreement at the Respondents’ expense. Contemporaneously with the execution of this Settlement Agreement the Respondents shall provide the DSS with a mortgagee title policy acceptable to the DSS.

5. Sale of Facilities and Real Property. Upon the execution of this Settlement Agreement, Edward Faraci, Sr. and Esther Faraci shall in good faith pursue the sale of the business operations of Essex and Meadowbrook and the Real Property. They, and Meadowbrook and Essex in the event that the assets of the facilities are sold, rather than

their stock, agree that such sale shall be in accordance with the following terms and conditions:

a) They will not sell the business operations of Essex or Meadowbrook or the Real Property to a related party if the related party intends to operate the facilities as residential care homes or as any other facility or business that receives funds from DSS. For the purposes of this Settlement Agreement, “related party” shall have the same meaning as provided in Conn. Agency Regs. § 17-311-12(h) and shall also include any person related through civil union or cohabitation.

b) They will not accept any offer of purchase nor enter into any purchase and sale agreement unless the purchase and sale agreement and any other applicable purchase documents expressly provides that the prospective purchaser acknowledges that the DSS has no obligation to agree to any particular rate for reimbursement for the facilities.

c) They further acknowledge that: (i) any prospective purchaser will be subject to the laws, rules and regulations governing the purchase, ownership and licensing of residential care homes that are administered by the DSS and the Department of Public Health, respectively; (ii) the Department of Public Health is not obligated to issue a license to operate a residential care home to any prospective purchaser of the Real Property or Essex or Meadowbrook; and (iii) any prospective purchaser shall be required to comply with the General Statutes and the Public Health Code of the State of Connecticut that relate to the issuance or renewal of such license, or the transfer of ownership or control of the Real Property or Essex or Meadowbrook. This

acknowledgement shall not be construed as a guarantee by Edward Faraci, Sr. and Esther Faraci of the conduct of any purchaser.

d) They will not sell the business operations of Essex or Meadowbrook or the Real Property to a person or entity who has been excluded from participating as a provider in any program administered by DSS as defined in subparagraph 2(d) above or in any federal healthcare program, or is owned, controlled or managed by such an excluded person or entity.

6. Sale Closing Date; Certificate of Need; Facilities Closure.

a) Edward Faraci, Sr. and Esther Faraci shall close on the sale of the Real Property and business operations of Essex and Meadowbrook no later than June 30, 2006, unless pursuant to Paragraph 3(b) above they have obtained a contract for sale for both the Real Property and the facilities by that date, in which case the date for sale shall be extended to September 30, 2006.

b) In the event that Edward Faraci, Sr. and Esther Faraci do not sell the business operations of Essex and Meadowbrook and the Real Property by June 30, 2006, on or before July 31, 2006 they shall file with the DSS a letter of intent to obtain a certificate of need to close the facilities in accordance with Conn. Gen. Stat. § 17b-352(c) (“Letter of Intent”).

c) In the event that Edward Faraci, Sr. and Esther Faraci have not sold the business operations of Essex and Meadowbrook and the Real Property, but have entered into a contract for sale by June 30, 2006, the DSS may, in its sole discretion, taking into consideration the status of the sale and evidence of good faith efforts to complete the sale

in a timely fashion, extend the date by which Edward Faraci, Sr. and Esther Faraci must file the Letter of Intent and notify Respondents of such date.

d) Unless they have closed on the sale of the facilities and Real Property pursuant to Paragraph 3(b) above, in which event they may withdraw any pending Letter of Intent, Edward Faraci, Sr. and Esther Faraci will cease operations and close the facilities, subject to DSS approval, no later than September 30, 2006.

e) Following the execution of this Settlement Agreement, the accounting firm of Blum Shapiro will review monthly, at the facilities' sole cost and expense, the books and records of the facilities, in accordance with the procedures outlined in Schedule D, until they are closed or sold and provide the DSS with a copy of their review.

7. Partial Sales; Net Proceeds. The Respondents agree that in the event any of the Real Property and/or the business operations of Essex or Meadowbrook are sold prior to June 30, 2006, or, in the event of an extension pursuant to Paragraph 3(b) above, September 30, 2006, the DSS shall receive the net proceeds from such sales up to the amount of the Debt. For the purposes of this Settlement Agreement, for any such sales of real estate subject to a Mortgage, "net proceeds" shall mean the sale proceeds remaining after payment of: the mortgage indebtedness superior to the Debt and Mortgage, provided such superior mortgage and the amount of the superior mortgage indebtedness is set forth on Schedule C; current real estate taxes; state and local conveyance taxes; any controlling interest transfer tax; any standard broker's commissions that may be due and payable to an unrelated party; and reasonable closing costs and attorneys' fees for the sale of the Real Property. For any business operations of Essex or Meadowbrook sold, "net proceeds" shall mean: the sale proceeds remaining after payment of the secured

indebtedness superior to the Debt in the amount that is set forth on the report attached hereto as Schedule E; any controlling interest transfer tax; any standard broker's commissions payable to an unrelated party; and reasonable attorneys' fees relating to the sale of the business operation that may be due and payable.

8. Cooperation. The Respondents shall fully cooperate in the implementation of this Settlement Agreement. After the sooner of the sale or closure of each facility or September 30, 2006, the Faracis will have no further involvement with that facility, other than, without any compensation or remuneration, facilitating the transition to the new owner for thirty days following any sale.

9. Effective Date of Exclusions. The exclusions for the individual Respondents set forth in Paragraph 1 above shall commence and be effective on the earlier of the sale of both of the facilities, or their closure or September 30, 2006.

10. Reimbursement Rates. The per diem rate for reimbursement by the state supplement program shall be \$78 for Meadowbrook and \$67 for Essex during the period between the date of execution of this Settlement Agreement and the sale or closure of the facilities. The Respondents hereby waive any right they may have to appeal any rates for any rate period, whether past, present or future, and agree not to seek and waive any right they may have to obtain a rate adjustment.

11. Rights on Default; Statute of Limitations.

In the event that the Respondents default under the Note, the Mortgage, or this Settlement Agreement, the Respondents agree and acknowledge that the DSS may exercise any and all applicable rights and remedies under those respective agreements or under law if the default is not cured within ten (10) days of the DSS having provided

Respondents written notice of such default. The Respondents further agree that in the event that they default under the Note, the Mortgage, and/or this Settlement Agreement, and do not cure the default within 10 days of having notice thereof, the DSS shall have the option, in its sole discretion, of enforcing this Settlement Agreement or declaring it null and void. Should the DSS declare that this Settlement Agreement is null and void, it may, at its sole discretion, file a Notice of Regulatory Violations and Proposed Sanctions and proceed under applicable law, or DSS may seek enforcement of this Settlement Agreement through an action filed in Superior Court or take any other action authorized by law. All statutes of limitation, if and to the extent that any may be deemed applicable to a claim by the DSS, shall be tolled from the date of DSS's acceptance of this Settlement Agreement until the date on which DSS seeks to enforce this Settlement Agreement or declares it null and void.

12. Final Settlement; Force and Effect. The execution of this Settlement Agreement fully and finally resolves all issues raised in the Draft Notice of Violations, and the Audits. The Respondents further agree that the Consent Order contained herein shall have the same force and effect of law as an order entered by the Commissioner of Social Services ("Commissioner") as a final decision after a full administrative hearing with Findings of Fact and Conclusions of Law, and that the Consent Order shall become final upon written acceptance and approval by the Commissioner. The Respondents consent to the jurisdiction of the Commissioner to issue the Consent Order contained herein. The Respondents further agree that they waive all rights to seek judicial review or otherwise contest or challenge the validity of the Consent Order entered into pursuant to this Settlement Agreement. The Consent Order contained herein shall be enforceable

by the DSS in the same manner in which a final decision of the Commissioner is enforceable. Nothing contained in this Settlement Agreement shall be construed as a waiver of, or a limitation on, the sovereign immunity of the State of Connecticut

13. No Admission of Liability. This Settlement Agreement shall have no precedential value whatsoever adverse to the DSS or the Respondents. The parties agree that they have entered into this Settlement Agreement to avoid the expense and delay of litigation, and that the Agreement is based upon the unique set of circumstances surrounding this matter. This Settlement Agreement is not intended nor shall it be construed as an admission by the Respondents of any liability or culpability, and by executing it they do not admit any wrongdoing. Any statements made by or on behalf of the Respondents during the discussions and negotiations between the parties preceding the execution of this Settlement Agreement are not, and should not be construed as admissions of liability or culpability by the Respondents.

14. Payment Designee. Any and all checks representing payment made pursuant to this Settlement Agreement shall be certified or bank checks made payable to the "State of Connecticut, Department of Social Services," and all checks or other payment required to be provided to the DSS pursuant to this Settlement Agreement shall be sent to the attention of the Health Care Fraud Department, Office of the Attorney General, 55 Elm Street, Hartford, CT 06106.

15. Governing Law; Jurisdiction. This Settlement Agreement shall be governed by the laws of the State of Connecticut. The parties consent to the exclusive jurisdiction and venue of the Superior Court for the Judicial District of Hartford in the event any dispute arises in connection with this Settlement Agreement.

16. Notice. Any notice required or permitted under this Settlement Agreement shall be in writing and effective upon receipt. Such notices may be hand delivered or faxed. Alternatively, notice may be given by certified mail with return receipt requested.

Notice shall be given to the DSS at the following address and/or fax number:

Mr. James Wietrak  
Director, Office of Quality Assurance  
Department of Social Services  
25 Sigourney Street  
Hartford, Connecticut 06106  
(860) 424 – 5900 (fax)

Notice shall be given to the Office of the Attorney General at the following address and/or fax number:

Office of the Attorney General  
Healthcare Fraud Department  
55 Elm Street  
Hartford, Connecticut 06106  
(860) 808-5391 (fax)

Notice shall be given to Essex Village of South Cove, Inc., Meadowbrook Rest Home of Essex, Inc., Edward Faraci, Sr., and Esther Faraci at the following address and/or fax number:

Kim Rinehart, Esq.  
Wiggin and Dana LLP  
One Century Tower  
P.O. Box 1832  
New Haven, Connecticut 06508-1832  
(203) 782 – 2889 (fax)

Notices shall be given to Edward Faraci, Jr., Alyson Faraci, and Theresa Siwinski at the following address and/or fax number:

John J. Carta, Jr., Esq.  
Law Offices of John J. Carta, Jr., LLC  
11 North Main Street  
P.O. Box 209  
Essex, Connecticut 06426-0209  
(860) 767-6573 (fax)

Any party may designate a different address or addressee for notice by serving the other parties with written notice of the new address or addressee.

17. Power and Authority. Each signatory warrants by the signature below that he or she has full power and authority to enter into this Settlement Agreement on behalf of the party for which he or she signs, and that the signatory has been properly authorized and empowered to enter into this Settlement Agreement. Contemporaneously with the execution of this Settlement Agreement, Essex and Meadowbrook shall provide corporate resolutions duly authorizing all actions contemplated for them to take hereunder. Each party further acknowledges by the signatures below that it has read this Settlement Agreement, understands it, and agrees to be bound by it.

18. Representation by Counsel. The Respondents acknowledge that they have been represented by counsel in connection with the negotiation of this Settlement Agreement, they have discussed its meaning and consequences with counsel, and they have entered into it knowingly, intentionally, and voluntarily.

19. Express Rights Only. Except as specifically provided herein, this Settlement Agreement shall not create or extinguish any rights or obligations of the parties.

20. No Presumption Against Drafting Party. This Settlement Agreement and its provisions shall not be construed or interpreted for or against any party hereto because such party or its counsel drafted any of its provisions. This Settlement Agreement shall be construed without reference to the identity of the party preparing it, it being expressly

understood that the parties hereto participated equally or had the equal opportunity to participate in its drafting.

21. Captions. Captions are for convenience only and are not necessarily to be interpreted as part of this Settlement Agreement.

22. Integration. This Settlement Agreement supersedes any and all prior agreements with respect to its subject matter, and contains the complete and full and final agreement between the parties. It cannot be amended, except in a writing signed by all signatories to this Settlement Agreement.

23. Binding Effect; No Assignment. This Settlement Agreement shall bind the heirs, administrators, successors and assigns of the parties, but may not be assigned or delegated by the Respondents.

24. Jury Trial Waiver. **The Respondents hereby waive trial by jury in any court and in any suit, action or proceeding in any matter arising in connection with the enforcement of this Settlement Agreement and DSS's rights and remedies hereunder. The Respondents acknowledge that they each make this waiver knowingly, intentionally and voluntarily.**

25. No Effect Until Acceptance. This Settlement Agreement and the following Consent Order shall have no force and effect, nor shall they become a part of the official record, unless and until they are accepted in writing by the Commissioner, at which time they shall become final and effective without further notice to respondents.

26. PJR Waiver. **The Respondents acknowledge that this Settlement Agreement memorializes a commercial transaction, as that term is defined in Conn. Gen. Stat. § 52-278a, as amended. The Respondents knowingly, intentionally, and**

**voluntarily waive and relinquish, to the extent permitted by law, any and all rights which they may have, pursuant to any law or constitutional provision, including without limitation Conn. Gen. Stat. § 52-278 et seq., to any notice or hearing prior to any attempt by the DSS to obtain a prejudgment hearing against any of the Respondents in order to enforce this Settlement Agreement following a default hereunder by the Respondents.**

**DEPARTMENT OF SOCIAL SERVICES**

\_\_\_\_\_  
Michael P. Starkowski  
Deputy Commissioner  
Department of Social Services

**THE OFFICE OF THE  
ATTORNEY GENERAL**

\_\_\_\_\_  
Richard Blumenthal  
Attorney General

WITNESS

**ESSEX VILLAGE AT SOUTH COVE, INC.**

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\_\_\_\_\_  
Edward Faraci, Sr.  
President

WITNESS

**MEADOWBROOK REST HOME OF ESSEX,  
INC.**

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\_\_\_\_\_  
Edward Faraci, Sr.  
President

WITNESS

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Edward Faraci, Sr.

WITNESS

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Esther Faraci

WITNESS

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Edward Faraci, Jr.

WITNESS

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Alyson Faraci

WITNESS

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\_\_\_\_\_  
Theresa Siwinski

Personally appeared Edward Faraci, Sr., as president of Essex Village of South Cove, Inc., signer of the foregoing instrument, who acknowledged that he executed the foregoing instrument on behalf of the corporation as his free act and deed, before me on this \_\_\_\_ day of January, 2006.

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

Personally appeared Edward Faraci, Sr., as president of Meadowbrook Rest Home of Essex, Inc., signer of the foregoing instrument, who acknowledged that he executed the foregoing instrument on behalf of the corporation as his free act and deed, before me on this \_\_\_\_ day of January, 2006.

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

Personally appeared Edward Faraci, Sr., signer of the foregoing instrument, who acknowledged that he executed the foregoing instrument as his free act and deed, before me on this \_\_\_\_ day of January, 2006.

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

Personally appeared Esther Faraci, signer of the foregoing instrument, who acknowledged that she executed the foregoing instrument as her free act and deed, before me on this \_\_\_\_ day of January, 2006.

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

Personally appeared Edward Faraci, Jr., signer of the foregoing instrument, who acknowledged that he executed the foregoing instrument as his free act and deed, before me on this \_\_\_\_ day of January, 2006.

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

Personally appeared Alyson Faraci, signer of the foregoing instrument, who acknowledged that she executed the foregoing instrument as her free act and deed, before me on this \_\_\_\_ day of January, 2006.

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

Personally appeared Theresa Siwinski, signer of the foregoing instrument, who acknowledged that she executed the foregoing instrument as her free act and deed, before me on this \_\_\_\_ day of January 2006.

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

**CONSENT ORDER**

The provisions of Sections 1 through 26 of the above Settlement Agreement between Respondents and the DSS are hereby incorporated by reference herein and accepted as an order of the DSS.

Accepted and approved and Consent Order entered by the Commissioner on the \_\_\_\_ day of \_\_\_\_\_, 2006.

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Patricia Wilson-Coker  
Commissioner  
Department of Social Services