

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE (“Settlement Agreement”) is entered into this 10th day of June, 2020 (“Effective Date”) by and between Trimax Pharmacy, represented by Angelo Cifaldi, Esq., and Satish Poondi, Esq. of the law firm of Wilentz, Goldman & Spitzer, P.A., and the STATE OF NEW JERSEY, OFFICE OF THE STATE COMPTROLLER, MEDICAID FRAUD DIVISION (“MFD”). Trimax Pharmacy and MFD are hereinafter collectively referred to as the "Parties" and each individually as a “Party.”

WHEREAS, MFD investigated Trimax Pharmacy and determined that between December 1, 2013 and September 30, 2018, Trimax Pharmacy submitted claims for reimbursement to the Division of Medical Assistance and Health Services (“DMAHS”) and/or its fiscal agent and/or the Managed Care Organizations (“MCO”) that were not supported by required documentation, in violation of N.J.S.A. 30:4D-12(d) and N.J.A.C. 10:49-9.8, (“the Covered Conduct”); and

WHEREAS, MFD determined that, based on the Covered Conduct, Trimax Pharmacy received an overpayment from the Medicaid program; and

WHEREAS, MFD issued a Notice of Claim and Certificate of Debt against Trimax Pharmacy; and

WHEREAS, Trimax Pharmacy supplied MFD with additional information and documentation that it maintained would reduce the overpayment amount; and

WHEREAS, MFD took into consideration the additional documentation, facts and information that Trimax Pharmacy supplied; and

WHEREAS, the parties desire to amicably resolve all disputes between them giving rise to the Covered Conduct and have reached a mutually acceptable resolution of the controversies that exist between them;

NOW THEREFORE, in consideration of the mutual promises contained herein, as well as for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to settle their dispute on the following terms:

(1) Trimax Pharmacy agrees to pay the Medicaid program in the total amount of \$243,517.86 (the “Total Payment Amount”) within six months of the execution of this Settlement Agreement, in the following manner:

- a. June 15, 2020: \$40,586.31
- b. July 15, 2020: \$40,586.31
- c. August 15, 2020: \$40,586.31
- d. September 15, 2020: \$40,586.31
- e. October 15, 2020: \$40,586.31
- f. November 15, 2020: \$40,586.31

(2) Payment to MFD shall be by certified check, bank check, or attorney trust check made payable to “Treasurer, State of New Jersey,” and shall be mailed or delivered as follows:

Attention: Processing Bureau
Treasurer, State of New Jersey
Division of Revenue
200 Woolverton Street, Building 20
Lockbox 656
Trenton, New Jersey 08646

Trimax Pharmacy must include “Trimax Pharmacy—[REDACTED]” in the memo line so that it is properly credited.

(3) Concurrent with the Parties’ execution of this Settlement Agreement, MFD will submit a revised Certificate of Debt against Trimax Pharmacy in the amount of \$243,517.86 to the Superior Court of New Jersey for filing as a judgment in this matter. Within seven (7) business days of receipt of the final payment from Trimax Pharmacy, MFD shall file a Warrant to Discharge with the Clerk of the Superior Court of New Jersey indicating that the Certificate of Debt filed against Trimax Pharmacy is satisfied and should be removed from the Court’s docketed list of

judgments. Due to the current COVID 19 challenges, including court closings, the steps outlined in this paragraph may take more time than usual to complete.

(4) If the payment arrangement as provided for in this Settlement Agreement is more than ten (10) days late, Trimax Pharmacy will be in default of this Settlement Agreement and the total remaining unpaid balance, plus interest, accruing from the date of default will immediately become due (the “Default Amount”). Should Trimax Pharmacy not cure the default within five days of receiving notice of the default, the Default Amount will be immediately collected through any means available to MFD as provided by law.

(5) The parties agree that this Settlement Agreement is intended to be a final resolution of all issues arising out of the Covered Conduct, referenced above, and is intended by each party to release the other party and its representatives from liability arising out of the Covered Conduct, unless MFD is mandated to act by federal or State law; or mandated by order or judgment of a court or administrative agency (other than MFD).

(6) Nothing in this Settlement Agreement waives the rights of any other State or federal agency, including, among others, the New Jersey Division of Criminal Justice, from continuing with a pending or beginning a future civil or criminal investigation or other action for alleged conduct concerning Trimax Pharmacy or from taking any action for such conduct. Nothing in this Settlement Agreement waives the rights of MFD to conduct an audit or investigation of prior or future years for the improper submission of any claims or conduct not specifically covered by this agreement, and to take any action civilly or criminally for such conduct.

(7) Trimax Pharmacy agrees to act in full compliance with all applicable state and federal rules and regulations, including but not limited to submitting only claims that accurately and completely reflect the services provided and medications dispensed by Trimax Pharmacy. To

that end, Trimax Pharmacy agrees that it will only submit claims for goods or services provided and medications dispensed for which it possesses sufficient documentation to support such claims and that it will implement policies to ensure that the underlying issues that caused or contributed to the Covered Conduct will be appropriately addressed and thereby not repeated.

(8) The terms of this Settlement Agreement may be modified only by a subsequent written agreement signed by all Parties.

(9) Subject to the express terms of this Settlement Agreement as provided for in paragraphs 1-8 above, by the signatures set forth below, the authorization of which is hereby affirmed, Trimax Pharmacy and MFD agree to the following release: in consideration of the provision hereof including this release, each party agrees to release the other party and its representatives from liability, obligations and damages arising out of the Covered Conduct, referenced above.

(10) Nothing herein shall constitute an admission, concession or finding of wrongdoing or liability by any party.

(11) This Settlement Agreement shall be construed, enforced and governed by the laws of the State of New Jersey.


(12) This Settlement Agreement may be executed in Counterparts.


(13) This Settlement Agreement is effective upon the last date it is executed by the parties hereto.

(14) This Settlement Agreement sets forth the entire agreement between and among the parties hereto with respect to the claims described herein and supersedes any other written or oral understandings. This Settlement Agreement does not reflect any other terms or conditions or agreements between or among the parties with respect to any other matter.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have executed the foregoing Settlement Agreement:

FORM AND CONTENT ACCEPTED AND AGREED TO BY:

DATE: 6/8/2020 By: 
Ramon Mermous
Owner of Trimax Pharmacy

DATE: 6/9/2020 By: 
Attorney for Trimax Pharmacy

KEVIN D. WALSH
ACTING STATE COMPTROLLER

DATE: By: _____
Josh Lichtblau
Director
Medicaid Fraud Division

DATE: By: _____
Don Catinello
Supervising Regulatory Officer
Medicaid Fraud Division

DATE: By: _____
Jennifer L. Cavin
Regulatory Officer
Medicaid Fraud Division

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have executed the foregoing Settlement Agreement:

FORM AND CONTENT ACCEPTED AND AGREED TO BY:

DATE: By: _____
Ramez Maxemous
Owner of Trimax Pharmacy

DATE: By: _____
Attorney for Trimax Pharmacy

KEVIN D. WALSH
ACTING STATE COMPTROLLER

DATE: 6/10/20 By: s/ Josh Lichtblau
Josh Lichtblau
Director
Medicaid Fraud Division

DATE: 6/10/20 By: s/ Don Catinello
Don Catinello
Supervising Regulatory Officer
Medicaid Fraud Division

DATE: 6/10/20 By: s/ Jennifer Cavin
Jennifer L. Cavin
Regulatory Officer
Medicaid Fraud Division