

SETTLEMENT AGREEMENT

The Settlement Agreement ("Agreement") is entered into this 6th day of November, 2003 by and among the State of Michigan acting through the Department of Attorney General, and Zeena Kazangy, D.D.S. ("Kazangy")

P R E A M B L E

WHEREAS, Kazangy has contracted with the Michigan Department of Community Health to participate in the Michigan Medicaid Program as a dentist;

WHEREAS, the Department of Attorney General Health Care Fraud Division commenced an investigation, HCF No. 2002-06-1536, concerning possible violations of the Medicaid False Claims Act [MCL 400 601 et seq.] based on the following alleged conduct: Making a false claim or representation in connection with a claim for Medicaid reimbursement (hereinafter referred to as the "Conduct");

WHEREAS, Kazangy denies any allegations that she violated the Medicaid False Claims Act or that she made any false claims or representations in connection with a claim for Medicaid reimbursement;

WHEREAS, the Department of Attorney General did not identify sufficient evidence to charge Kazangy criminally;

WHEREAS, the parties, to avoid the expense and uncertainty of litigation concerning this matter mutually desire to reach a full and final compromise and settlement as set forth below

AGREEMENT

In accordance with the mutual covenants and agreements herein, and with full authority to enter into this Settlement Agreement and to be bound thereby, the parties agree as follows:

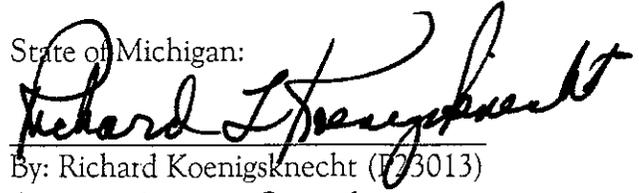
1. Kazangy shall pay a total of Ten Thousand (\$10,000) Dollars in two payments of \$5,000 payable to the Michigan Department of Attorney General and the Michigan Department of Community Health, respectively, in settlement of the State of Michigan's claims, said sum to constitute a debt immediately due and payable to the State of Michigan upon execution of this Settlement Agreement
2. Upon fulfillment of the obligation set forth in paragraph one (1) above, and in consideration of the payment referred to in paragraph one (1) above, the State of Michigan shall release Kazangy and her successors and assigns, from any and all claims, actions, demands, or causes of action the State of Michigan has or may have, in particular, under the Medicaid False Claims

Act, and any claims the State of Michigan has or may have under any other statutory or common law theories, including but not limited to, payment under mistake of fact, unjust enrichment, fraud, misrepresentation, and breach of contract, as well as any administrative claims concerning the above-referenced Conduct

3. This release is limited to the matters investigated by the State of Michigan in connection with HCF Investigation No. 2002-06-1536 for services provided by Kazangy during the period January 1, 2001 through December 31, 2002.
4. It is understood and agreed that this settlement is a compromise of a doubtful and disputed claim, and that the payment made is not to be construed as an admission of liability or as an admission of wrong doing by Kazangy.
5. The State of Michigan shall not initiate, recommend, or institute any administrative claims or actions against Kazangy in connection with the Conduct referenced above, including but not limited to, seeking Kazangy's suspension, termination or exclusion from the Michigan Medicaid Program with respect to matters investigated under HCF No. 2002-06-1536
6. Each party to this Agreement shall bear its own costs, expenses and attorney fees.
7. This Agreement, together with all of the obligations and terms hereof, shall inure to the benefit of and bind all assigns, successors, in-interest and transferees of the parties hereto
8. This Agreement contains the entire agreement between the parties and there are no other written agreements, undertakings, restrictions, or warranties between them other than those set forth or as provided for in this agreement. This Agreement can only be modified or terminated by the written signed by all of the parties hereto
9. Each signatory to this Settlement Agreement warrants that he or she is duly authorized to sign this Agreement on behalf of his or her respective party
10. This Settlement Agreement shall be executed in two (2) counterparts, each of which shall constitute an original and all of which shall constitute one and the same settlement agreement.
11. The State of Michigan, for itself, its agents and attorneys, warrants that it will not disclose, disseminate, and/or publish, or cause to permit to be disclosed, disseminated or published, any of the terms of this Settlement Agreement to any person, corporation, association, governmental agency, or other entity except as required by law.

The undersigned have read the foregoing Settlement Agreement and fully understand it and after consultation with legal counsel, enters into it of their own free will

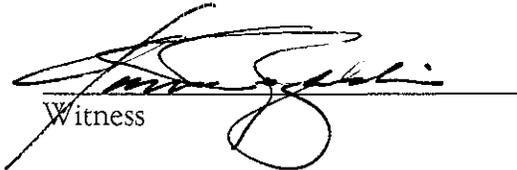
State of Michigan:



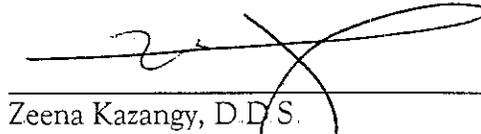
By: Richard Koenigs knecht (P3013)
Assistant Attorney General
Health Care Fraud Division

Dated: 11-12-03

Witness



Witness



Zeena Kazangy, D.D.S.

Dated: 11-6-03