

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE (“Settlement Agreement”) is entered into this ____ day of April, 2017 (“Effective Date”) by and between CHRISTIE OGUN and SHALOM PHARMACY, INC., its owners, officers, directors, successors, and assigns (hereinafter collectively referred to as “Shalom Pharmacy”) represented by Pamela Mandel, Esq., of Mandel & Mandel and the STATE OF NEW JERSEY, OFFICE OF THE STATE COMPTROLLER, MEDICAID FRAUD DIVISION (“MFD”). Christie Ogun/Shalom Pharmacy and MFD are hereinafter collectively referred to as the "Parties" and each individually as a “Party.”

WHEREAS, MFD conducted a pharmacy inventory analysis of Shalom Pharmacy and found that between September 1, 2011 and September 1, 2015, Shalom Pharmacy was reimbursed by the Division of Medical Assistance and Health Services (DMAHS) and/or its fiscal agent and/or the Managed Care Organizations for prescription claims that failed to have necessary supporting documentation in violation of N.J.A.C. 10:49-9.8 and N.J.S.A. 30:4D-12(d) (“Covered Conduct”); and

WHEREAS, MFD determined that, based on the Covered Conduct, Shalom Pharmacy received overpayments from the Medicaid program; and

WHEREAS, on June 8, 2016, MFD issued Notices of Claim against Shalom Pharmacy and Christie Ogun for \$687,448; and

WHEREAS, MFD was provided additional supporting documentation which reduced the recovery amount to \$540,877; and

WHEREAS, the license of Shalom Pharmacy to operate as a pharmacy in the State of New Jersey expired on June 30, 2016 and the pharmacy has ceased doing business; and

WHEREAS, Christie Ogun and Shalom Pharmacy asserted to MFD that they did not possess sufficient resources to pay back the overpayment in full; and

WHEREAS, MFD required Christie Ogun and Shalom Pharmacy to submit detailed financial disclosures to support their contention that they were not able to make payment in full; and

WHEREAS, Christie Ogun and Shalom Pharmacy submitted to MFD detailed financial disclosures; and

WHEREAS, MFD carefully analyzed the completed financial disclosures submitted by Christie Ogun and Shalom Pharmacy and, as warranted, verified information provided to ensure its accuracy; and

WHEREAS, based on its analysis of the financial condition of Christie Ogun and the now defunct Shalom Pharmacy, MFD has determined that Christie Ogun and Shalom Pharmacy's ability to pay back the Medicaid overpayment is limited to \$50,000; and

WHEREAS, Christie Ogun has provided evidence and MFD has confirmed that Christie Ogun is using a loan obtained by using her house as collateral to pay the MFD the sum of \$50,000; 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) Christie Ogun and Shalom Pharmacy agree to pay to MFD the total sum of Fifty Thousand Dollars Dollars (\$50,000) on or before May 15, 2017.

(2) Payment 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

“Shalom Pharmacy, Inc. – OSC-MFD” must be included in the memo line so that payment is properly credited.

(3) If the payment arrangement as provided for in this Settlement Agreement is more than ten (10) days late, Christie Ogun and Shalom Pharmacy will be in default of this Settlement Agreement and the outstanding and unpaid balance will immediately become due and collected through any means available to MFD as provided by law.

(4) The parties agree that this Settlement Agreement is intended to be a final resolution of all issues arising out of the Covered Conduct 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).

(5) 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, administrative or criminal investigation or other action for alleged conduct concerning Shalom 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 Settlement Agreement, and to take any action civilly or criminally for such conduct.

(6) Subject to the express terms of this Settlement Agreement as provided for in paragraphs 1-5 above, by the signatures set forth below, the authorization of which is hereby affirmed, Christie Ogun, Shalom 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.

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

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

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


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

(11) 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.

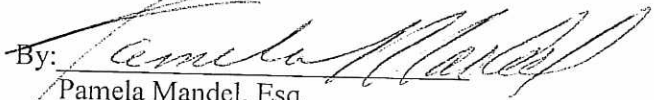
IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto
have executed the foregoing Settlement Agreement:

FORM AND CONTENT ACCEPTED AND AGREED TO BY:

DATE: 4/13/17


By: 
Christie Ogun, Individually and on behalf
of Shalom Pharmacy, Inc.

DATE:
April 13, 2017


By: 
Pamela Mandel, Esq.
Attorney for Christie Ogun/Shalom Pharmacy, Inc.

PHILIP JAMES DEGNAN
STATE COMPTROLLER

DATE: 4/17/2017

By: 
Josh Lichtblau, Director
Medicaid Fraud Division

DATE:
April 13, 2017

By: 
Nina Galletto, Regulatory Officer
Medicaid Fraud Division