

COPY

IN THE CHANCERY COURT OF DAVIDSON COUNTY, TENNESSEE
FOR THE TWENTIETH JUDICIAL DISTRICT AT NASHVILLE

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CLERK AND MASTER
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STATE OF TENNESSEE, *ex. rel.*)
HERBERT H. SLATERY III,)
ATTORNEY GENERAL and REPORTER)
)
Plaintiff,)
)
v.)
)
MEDICAID DONE RIGHT, LLC, a Florida)
limited liability company,)
)
Defendant.)

Case No. 20-709-IV

COMPLAINT

1. The State of Tennessee, by and through Herbert H. Slatery III, Attorney General and Reporter, brings this civil law enforcement action against Medicaid Done Right, LLC, for violations of the Tennessee Consumer Protection Act of 1977, Tenn. Code Ann. §§ 47-18-101-131 (TCPA).
2. In the course of soliciting nursing home residents and offering to assist with their TennCare applications, Defendant misled some consumers into believing that Defendant was part of Medicaid or TennCare and that consumers had to use Defendant and attorneys to which Defendant referred them in order to apply for benefits.
3. The State brings this action and seeks injunctive relief, restitution, civil penalties, and other equitable and statutory relief as set forth below.

THE PARTIES

4. The State brings this action through its Attorney General pursuant to Tenn. Code Ann. §§ 47-18-108 and -114.

5. The Attorney General is charged with enforcing the TCPA, which prohibits unfair or deceptive acts or practices affecting the conduct of any trade or commerce. The Attorney General may initiate civil law enforcement proceedings in the name of the State to enjoin violations of the TCPA, and to secure such equitable and other relief as may be appropriate in each case under broad grants of statutory authority in accordance with Tenn. Code Ann. §§ 8-6-109 and 47-18-108(a)(1).

6. The State has reason to believe that Defendant has violated the TCPA by engaging in unfair and deceptive acts or practices in whole or in part in Tennessee and that this enforcement action is in the public interest.

7. Defendant Medicaid Done Right, LLC, is a Florida limited liability company registered to do business in Tennessee, with a principal place of business at 13825 Icot Boulevard, Ste. 611, Clearwater, Florida 33760-3712.

JURISDICTION AND VENUE

8. This Court has subject matter jurisdiction pursuant to Tenn. Code Ann. §§ 47-18-108(a) and 47-18-114. Defendant is doing business in Tennessee and are also subject to the jurisdiction of the State's long-arm statutes, Tenn. Code Ann. §§ 20-2-214(a)(1), (2), (5), and (6), 20-2-223(a)(1), (2), (3), and (4), and 20-2-225.

9. Venue is proper in Davidson County pursuant to Tenn. Code Ann. § 47-18-108(a)(4) because it is one of the counties in which Defendant conducts, transacts, or has conducted or transacted business.

STATUTORY FRAMEWORK

10. The TCPA, Tenn. Code Ann. § 47-18-101 to -131, prohibits unfair and deceptive acts and practices in commerce.

11. The acts described below in paragraphs 12 through 37 constitute unfair and deceptive acts and practices in commerce.

FACTS

Defendant's Misleading Interactions with Tennessee Nursing Home Residents

12. Defendant is a Florida company that prepares Medicaid applications for a fee on behalf of consumers, often nursing home residents, and operates in several states including Tennessee.

13. TennCare is the state Medicaid program in Tennessee, and therefore in Tennessee Defendant prepares TennCare applications.

14. The majority of Defendant's business in Tennessee is based on its contracts with skilled nursing facilities (nursing homes) to provide services previously performed by nursing home staff: the screening of consumers for TennCare eligibility, the preparation of applications, and the collection of the necessary supporting financial documents.

15. Under its contracts with the nursing homes' parent corporations, Defendant is termed a "Preferred Vendor" and the nursing homes are required to use Defendant, should they decide to use an outside vendor to prepare TennCare Medicaid applications.

16. Since 2016, Defendant has contracted with at least two large nursing home companies to provide services in their facilities in Tennessee.

17. Under the terms of such contracts, when a consumer is deemed initially qualified for TennCare, the nursing homes pay Defendant to prepare the application and the consumer does not pay for these services.

18. Under the terms of those same contracts, when a consumer has assets that exceed the income threshold for TennCare, the consumer him or herself must pay Defendant for its services. Defendant charges hundreds of dollars to prepare a TennCare application.

19. When a consumer, who is a resident in a nursing home that contracts with Medicaid Done Right, has assets that exceed the income threshold for TennCare and requires additional legal services in order to become eligible for TennCare, that nursing home generally refers that consumer to Defendant, who in turn refers that consumer to one of a few private attorneys that Defendant has chosen for referral purposes in Tennessee. Those attorneys often charge hundreds to thousands of dollars for basic legal services such as preparing a qualified income trust.

20. Defendant does not have any offices in Tennessee, but instead employs a supervisor and field representatives, all of whom work out of their homes and call on nursing homes in order to provide Defendant's services to nursing home residents.

21. When consumers are admitted to nursing homes that contract with Defendant and want to apply for TennCare in order to cover nursing home expenses, they are directed to the Defendant's representatives for assistance with preparing their applications. Prior to intervention by the State of Tennessee's Commission on Aging and Disability, neither the nursing homes nor Defendant informed consumers of any other options for preparing TennCare applications.

22. Defendant's representatives come directly to consumers' nursing home rooms to discuss the TennCare application process with the consumers and their families. Defendant's

representatives usually approach Tennessee consumers soon after they have been admitted to a nursing home, when the consumers themselves are ill and they and their family are often stressed, distressed, and fearful about paying for nursing home expenses.

23. Defendant and its representatives have an incentive to sign up nursing home residents to use Defendant's services, as whenever Defendant's services are used Defendant is paid by either the nursing home or the consumer.

24. Consumers have stated that they were told by nursing home staff that it was mandatory for them to work with Defendant. One consumer was told that she and her husband had to pay \$500 by debit card immediately to the Defendant's local representative and that it had to be done as soon as possible in order for Medicaid Done Right to help them with their TennCare application.

25. The State of Tennessee, through Area Agencies on Aging and Disability and other partners, can assist with the preparation of TennCare Medicaid applications and associated legal issues for free.

26. Defendant and the nursing homes with which it contracts have failed to tell nursing home patients attempting to apply for TennCare that Area Agencies on Aging and Disability and their local partners can often help consumers with preparing TennCare applications as well as with associated legal issues free of charge.

27. The practices of Defendant and the nursing homes it contracts with have resulted in several consumers being misinformed and confused about their options, believing that they were obliged to use Defendant's services, and thus paying for services that they could have obtained for free from the State. These services include both the fee paid to Defendant for

preparing the consumer's Medicaid application and fees of thousands of dollars paid to attorneys for associated legal services.

Defendant's Misleading Name, Website, and Brochures

28. Defendant's company name, "Medicaid Done Right," has confused multiple consumers, who thought that it meant that Defendant was part of Medicaid or the State itself and therefore that they were required to use its services as well as those of the attorneys to which it referred them.

29. At least one consumer stated that they understood the nursing home staff to refer to Defendant as simply "Medicaid," which led the consumer to believe that Defendant was part of Medicaid or the State.

30. Defendant's website and brochure have contained language, images, and attributes that imply Defendant is associated with or part of Medicaid, specifically language that suggests it processes and approves Medicaid applications.

31. Formerly, when a consumer did a search for "Medicaid Done Right," the company website appeared in the "results" lists of search engines as follows:

Medicaid Done Right - Benefits in 30 Days
<https://medicaiddoneright.com> ▼

Defendant appeared to guarantee that it could ensure Medicaid benefits in thirty days, as if it were in control of the application process.

32. Defendant's website and brochure contain a logo that states: "Application Approved," as if Defendant were associated with or controlled the Medicaid application approval process.

33. Defendant's website, under a tab labeled "Resources," formerly had a drop down menu listing different states, and when a consumer clicked on the state name the consumer would be connected directly to the "Medicaid.gov" webpage for that state. This direct link implied that Defendant's services were continuous with and affiliated with official government websites and Medicaid itself.

34. Defendant's website, under a tab labeled "About Us," offered a "Leadership" link which, if clicked on, redirected users to an image of Seema Verma, the current administrator of the Centers for Medicare and Medicaid Services. This direct link also suggested that Defendant's services were continuous with and affiliated with official government websites and Medicaid itself.

35. Defendant's website claims that "[W]e have processed over 73000 approved Medicaid applications." This statement implies that Defendant itself processed and approved Medicaid applications, when in fact Defendant just prepares applications, while only the State processes and approves TennCare Medicaid applications in Tennessee.

36. Coupled with instructions from nursing home staff to use Defendant's services, and the failure to inform consumers of alternative and free options to Defendant's services, these statements and images confused consumers attempting to apply for Medicaid benefits and led some consumers to use Defendant's services when they would not otherwise have done so.

VIOLATIONS OF THE LAW

COUNT I:

Tennessee Consumer Protection Act, Tenn. Code Ann. § 47-18-104(a) and (b)

37. Plaintiff, the State of Tennessee, incorporates by reference and re-alleges every allegation contained in paragraphs 1-36 of this Complaint.

38. Defendant's misleading solicitations of Tennessee consumers, as alleged herein, constitute "trade," "commerce," and/or "consumer transactions" as defined in Tenn. Code Ann. § 47-18-103(20).

39. By implying that Tennessee consumers were required to use Defendant's services, and by using language in their in-person solicitations, printed literature, and website that suggests Defendant is associated with, represents, or is otherwise part of TennCare or Medicaid, Defendant has violated Tenn. Code Ann. § 47-18-104(a), (b)(2), (b)(3), (b)(5), and (b)(27).

PRAYER FOR RELIEF

Therefore, the State, pursuant to Tenn. Code Ann. § 47-18-108(a) and (b), and -114, and this Court's own equitable powers, respectfully requests that this Court:

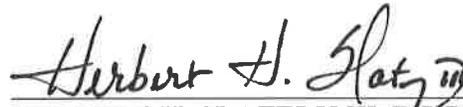
- A. Order this Complaint be filed without cost bond as provided by Tenn. Code Ann. §§ 47-18-108(b)(4) and 47-18-116;
- B. Enter judgment against Defendant and in favor of the State for each violation alleged in this Complaint;
- C. Adjudge and decree that Defendant has engaged in the aforementioned acts or practices which violate the TCPA;
- D. Enter a permanent injunction to prevent future violations of the TCPA by Defendant;
- E. Make such orders or render such judgments as may be necessary to restore to any consumer or other person any ascertainable losses, including statutory and pre-judgment interest, suffered by reason of the alleged violations of the TCPA, pursuant to Tenn. Code Ann. § 47-18-108(b)(1);

F. Order Defendant to separately pay civil penalties of not more than \$1,000.00 per violation to the State for each violation of the TCPA as provided by Tenn. Code Ann. § 47-18-108(b)(3);

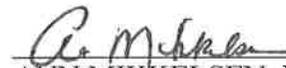
G. Order that all costs in this case be taxed against Defendant and no costs be taxed to the State as provided in Tenn. Code Ann. § 47-18-116; and

H. Award the State such other and additional relief as the Court may determine to be just and proper.

Respectfully submitted,



HERBERT H. SLATTERY III, B.P.R. No. 9077
Attorney General and Reporter



ANN MIKKELSEN, B.P.R. No. 032262
Assistant Attorney General
CAROLINE DRINNON, B.P.R. No. 037016
Assistant Attorney General
Office of the Attorney General
Consumer Protection Division
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Attorneys for Plaintiff, State of Tennessee

RECEIVED

JUL 22 2020

Davidson County Chancery Court

IN THE CHANCERY COURT OF DAVIDSON COUNTY, TENNESSEE
FOR THE TWENTIETH JUDICIAL DISTRICT AT NASHVILLE

STATE OF TENNESSEE, *ex. rel.*)
 HERBERT H. SLATERY III,)
 ATTORNEY GENERAL and REPORTER)
)
 Plaintiff,)
)
 v.)
)
 MEDICAID DONE RIGHT, LLC,)
)
 Defendant.)

Case No. 20-709-IV

AGREED FINAL JUDGMENT

1. Plaintiff, State of Tennessee (State), by and through Herbert H. Slatery III, the Attorney General and Reporter (Attorney General) and Medicaid Done Right, LLC (collectively, the Parties), as evidenced by their signatures, consent to the entry of this Agreed Final Judgment (Judgment) and its provisions.
2. This is a final judgment for which execution may issue.
3. Defendant waives the notice provisions under Tenn. Code Ann. § 47-18-108(a)(2) and waives any defect in connection with service of process. Defendant also waives the notification and certification requirements under Tenn. Code Ann. § 47-18-108(a)(3) and § 47-18-5002(2).
4. Defendant admits no liability of any kind.
5. Defendant consents to the entry of this Judgment without further notice.

6. Aside from a proceeding related to compliance with this Judgment, Defendant waives any right to add, alter, amend, petition for certiorari, or move to reargue or rehear in connection with any proceeding related to this Judgment.

7. In the event this court shall not approve this Judgment, it shall be of no force and effect.

DEFINITIONS

8. As used in this Judgment, the following words or terms shall have the following meanings:

- A. "Advertisement" means any written, oral, graphic, or electronic statement, solicitation, marketing, illustration, label, or other depiction that is designed or used to create interest in the purchasing of, or consideration for purchase, impart information about the attributes of, publicize the availability of, or affect the sale or use of, goods or services, whether appearing in a brochure, newspaper, magazine, free standing insert, marketing kit, leaflet, mailer, book insert, letter, catalogue, poster, chart, billboard, electronic mail, website, or other digital form, slide, or on the radio, broadcast television cable television, or commercial or infomercial whether live or recorded or elsewhere.
- B. "Consumer" means any natural person who seeks or acquires by purchase, rent, lease, assignment, award by chance, or other disposition, any goods, services, or property, tangible or intangible, real, personal, or mixed, and any other article, commodity, or thing of value wherever situated.
- C. "Defendant" means and includes Medicaid Done Right LLC and/or any and all officers, directors, owners, partners, managers, employees, agents, parent companies, subsidiaries, successors, affiliates, representatives, and assigns, and other persons to the extent they are acting directly or indirectly on behalf of any Defendant.
- D. "Document" means all records and other tangible media of expression of whatever nature however and wherever created, produced, or stored (manually, mechanically, electronically, or otherwise), including all versions whether draft or final, and all annotated, nonconforming, or other copies. Any non-identical version of a document constitutes a separate document within this definition, including drafts or copies bearing any notation, edit, or any other alteration of any kind resulting in any difference between two or more otherwise identical documents.

- E. "Services" means any work, labor, or services.

JURISDICTION AND VENUE

9. This Court has jurisdiction over the subject matter of this enforcement action and over all Parties for the purpose of entering into and enforcing this Judgment. This Court retains jurisdiction for the purpose of enabling the parties to apply for such further orders and directions that may be necessary or appropriate for the construction, modification, or execution of, or compliance with, this Judgment.

- 10. Venue is proper in this Court under Tenn. Code Ann. § 47-18-108(a)(4).

REPRESENTATIONS AND WARRANTIES

- 11. Defendant represents and warrants the following:

- A. Defendant is the proper party to this Judgment.
- B. The signatories to this Judgment have the authority to act for and bind Defendant.
- C. Defendant Medicaid Done Right is a limited liability company, based in Florida, that, when under contract with a skilled nursing facility, offers to screen patients for initial Medicaid eligibility, to collect and compile financial information required by the State to support Medicaid applications, to complete such applications for government benefits on behalf of consumers, and to submit those applications to the appropriate government agency.
- D. Defendant Medicaid Done Right has two managing members and co-owners, John Anderson and Adam Rothman.
- E. Defendant contracts with nursing homes that operate in Tennessee to

exclusively offer such application services to the patients in those nursing homes.

- F. Defendant currently refers Tennessee consumers in such nursing homes who wish to apply for Medicaid but whose current assets would preclude them from eligibility to Tennessee attorneys and upon agreement independently charges those consumers for non-legal services performed for them by Medicaid Done Right.
- G. Defendant did not conduct and is not currently conducting business in or from Tennessee under any other name other than that set forth in paragraph (C) above.
- H. Defendant has no other parent, subsidiary, or affiliate companies or entities that have conducted or are currently conducting business in or from Tennessee other than that set forth in paragraph (C) above.
- I. Defendant, at all relevant times, has done business and engaged in trade or commerce in Tennessee or with Tennessee consumers from at least August 2015 through April 2020.
- J. Defendant, at all relevant times, engaged in trade or commerce in whole or in part in Tennessee, including but not limited to Davidson County.
- K. Upon receipt of the Tennessee Attorney General's Requests for Information pursuant to Tenn. Code Ann. § 47-18-106, Defendant provided responsive documents, information, and written statements that it hereby attests are complete and truthful.
- L. Defendant has provided to the Attorney General complete and truthful

records regarding all Tennessee consumers known to it who independently purchased Defendant's services and those whom Defendant referred to attorneys who performed related legal work in order to assist those consumers with their Medicaid applications.

M. The execution and delivery of this Judgment is Defendant's free and voluntary act, this Judgment is the result of good faith negotiations, and the terms of this Judgment are fair and reasonable. Defendant will implement the terms of this Judgment in good faith.

12. Defendant acknowledges that it understands that the State and this Court expressly rely on all representations and warranties in this Judgment and that if any is false, deceptive, misleading, incomplete, or inaccurate, the State may move to vacate or set aside this Judgment in whole or in part, and move to hold Defendant in contempt and require that all payments pursuant to paragraphs 15 through 18 become immediately due and payable.

PERMANENT INJUNCTION

13. Pursuant to Tenn. Code. Ann. § 47-18-108(a)(1) and (a)(5), as of thirty (30) days from the Effective Date of this Judgment, which Effective Date shall be the date on which this settlement is signed and entered by the Court, Defendant agrees that it shall be permanently and forever enjoined, restrained, and bound from directly or indirectly engaging in the practices set forth herein:

A. Representing, implying, or otherwise causing a likelihood of confusion in an advertisement or offer that services have been approved, authorized, or endorsed, in whole or in part, by a governmental entity, when such is not true, including by doing the following:

- i. Using a company name, logo, slogan or other text or image in a manner which reasonably could be interpreted as conveying the false impression that Defendant is approved, endorsed, or authorized by any government entity.
 - ii. Using any other language or image that states, implies, or otherwise suggests that Defendant “approves” or “processes” Medicaid applications, or that it does so in a specific timeframe, as this function is the function solely of government agencies, or language that otherwise states, implies, or otherwise suggests that Defendant is itself the government agency which approves Medicaid applications, an agent or extension of any other government agency, or in any other manner affiliated or endorsed by a government agency when such is not the case;
 - iii. Operating a website or other digital medium that provides direct links to government websites in a manner that deceptively implies that Defendant is associated with, endorsed or approved by, or formally associated with a government agency.
- B. Representing, implying, or otherwise suggesting to Tennessee consumers who are nursing home patients in facilities with which Defendant has a contract or in which Defendant otherwise solicits business, or to any other Tennessee residents whom Defendant is soliciting, that they are obligated to use Defendant’s services to apply for Medicaid or other government benefits.
- C. Failing to explicitly inform Tennessee consumers who are nursing home patients in facilities with which Defendant contracts, or in which Defendant

otherwise solicits business, or any other Tennessee residents whom Defendant is soliciting, that Defendant is not affiliated with, authorized by or otherwise part of Medicaid, or any government program or agency.

- D. Failing to explicitly inform Tennessee consumers who are nursing home patients in facilities with which Defendant contracts, or in which Defendant otherwise solicits business, or any other Tennessee residents whom Defendant is soliciting, that the State of Tennessee is the single point of entry to apply for Medicaid benefits for long term care services, and that while Defendant is available to assist a resident during the application process, Tennessee's Area Agencies on Aging and Disability (AAAD) and their non-profit partners, also offer assistance with Medicaid applications and associated legal issues for free.
- i. Specifically, Defendant must provide Tennessee consumers it solicits with contact information for such State services, including the following customer service numbers:
 1. TennCare Connect: (855) 259-0701, and
 2. Area Agencies on Aging and Disability: (866) 836-6678;
 - ii. Additionally, Defendant must affirmatively offer the above-listed services as an option to nursing home residents or to any consumer Defendant seeks to do business within the State;
- E. Referring Tennessee consumers whom Defendant is soliciting to private attorneys in order to apply or qualify for government benefits, including but not limited to Medicaid, without first explicitly informing those individuals,

orally and in writing, that the State and its non-profit partners can perform such services for free, and providing contact information for the State, including the customer service number listed in 13(D)(i) above.

14. All injunctive relief as stated in paragraph thirteen (13) as applicable to Defendant's website shall be implemented within ninety (90) days from the Effective Date of this Judgment.

CONSUMER RESTITUTION

15. Defendant has provided the Attorney General with a complete list of all individual Tennessee consumers who had contact with Defendant while in or seeking admission to a nursing home, as defined under Tenn. Code Ann. § 68-11-201, and who paid Defendant directly to use the services of Defendant in order to apply for Medicaid benefits (Affected Consumers) or who paid attorneys to whom Defendant directed the Affected Consumers. Pursuant to Tenn. Code Ann. § 47-18-108(b)(1), Defendant shall reimburse each Affected Consumer who has requested reimbursement for fees paid to Defendant and/or attorneys to whom Defendant directed the Affected Consumer. The Attorney General shall provide Defendant with a complete list of all Affected Consumers requesting reimbursement, and Defendant shall reimburse all such Affected Consumers within sixty (60) days of the Effective Date of this settlement.

16. If an Affected Consumer who is eligible for restitution is now deceased, the restitution payment shall be made to the estate of the Affected Consumer.

17. In the event that Defendant is unable to locate Affected Consumers who have not cashed refund checks within one hundred and eighty (180) days of mailing of the checks or are otherwise entitled to restitution under this Judgment, those funds due such Affected Consumers

shall be treated as unclaimed property in the possession of the State of Tennessee pursuant to the Uniform Disposition of Unclaimed Property Act, Tenn. Code Ann. § 66-29-101 *et seq.* These funds may be delivered to the Treasurer after the statutory provision of one year set forth in Tenn. Code Ann. § 66-29-105, covering unclaimed property held by courts, public officers, and agencies.

PAYMENT TO THE STATE

18. Pursuant to Tenn. Code Ann. § 47-18-108(b)(3), Defendant shall pay the Attorney General a civil penalty of \$ 46,750.00, provided that, in order to prioritize restitution for Affected Consumers, this payment shall be held in abeyance unless or until Respondent fails to fully comply with the injunctive terms or the restitution program described herein.

19. If Defendant defaults on its obligations for payment to the State, the State shall have the right to collect any amounts owed through any means available under the law, which may include recording this judgment as a lien against Defendant's properties, garnishing Defendant's income, and seizing or levying Defendant's assets.

20. In the event of default, the State is further entitled to access any reports or other data that may aid in the collection of amounts owed to the State. Defendant is ordered to provide any information necessary to permit the State's collection efforts.

COMPLIANCE

21. As required under paragraph 13(A)(i), Defendant shall make changes and clarifications to all advertising, documents, and communications used in Tennessee in order to make it clear that Defendant is not affiliated with or endorsed by the State or Federal Government.

22. Upon request, Defendant shall provide books, records, or documents to the State at any time, and further, informally or formally under oath, provide testimony or other information to the State relating to compliance with this Judgment. Defendant shall make any requested information available within ten (10) business days of the request, at the Office of the Attorney General or at such other location within the State of Tennessee as is mutually agreeable in writing to Defendant and the Attorney General. This shall in no way limit the State's right to obtain documents, records, testimony, or other information pursuant to any law, regulation, or rule.

GENERAL PROVISIONS

23. Acceptance and entry of this Judgment is not an approval of any of Defendant's advertising or business practices.

24. Defendant will not participate in any activity to form a separate entity for the purpose of engaging in acts or practices prohibited by this Judgment or for any other purpose that would circumvent this Judgment.

25. Time shall be of the essence with respect to each provision of this Judgment that requires action to be taken by the parties within a stated time period or upon a specified date.

26. Nothing in this Judgment shall be construed to limit the authority of the State to protect the interests of the State or its citizens, or to enforce any laws, regulations, or rules against Defendant.

27. Defendant expressly waives any rights, remedies, appeals, or other interests related to a jury trial or any related or derivative rights under the Tennessee or United States Constitutions or other laws as to this Judgment.

28. Nothing in this Judgment waives or affects any claims of sovereign immunity by the State.

29. This Judgment does not affect any private right of action that any consumer, person, entity, or federal, state, or local governmental entity may have against Defendant.

30. This Court must approve all modifications to this Judgment. No waiver, modification, or amendment of the terms of this Judgment shall be valid or binding unless made in writing and approved by this Honorable Court.

31. If any provision of this Judgment shall be held unenforceable, the Judgment shall be construed as if such provision did not exist

32. This Judgment may be executed in counterparts that, together, will constitute one whole document.

33. Within thirty (30) days of this Judgment's entry, Defendant shall provide a copy of this Judgment to each of its officers, directors, owners, agents, and employees. Once provided, Defendant shall, within forty-five (45) days of this Judgment's entry, provide a certification under oath to the State that affirms compliance with this paragraph.

34. If Defendant files for bankruptcy within the next five (5) years, Defendant shall give written notice of any bankruptcy filing to the State within ten (10) days of the filing.

35. Any notices to the State required or allowed in this Judgment shall be sent by a nationally recognized courier service, return receipt requested, to the following addresses:

A. For the State:

Deputy Attorney General
Consumer Protection Division
Office of the Tennessee Attorney General
P.O. Box 20207
Nashville, TN 37202-0207.

B. For the Defendant:

General Counsel
Medicaid Done Right, LLC
13825 Icot Blvd
Clearwater, Florida 33760-3712

36. All costs associated with this action and Judgment shall be borne by Defendant, and no costs shall be taxed to the State pursuant to Tenn. Code Ann. § 47-18-116.

37. Entry of this Judgment is in the public interest.

38. This Judgment sets forth the entire agreement between the parties.

IT IS SO ORDERED, ADJUDGED AND DECREED.

ENTERED:



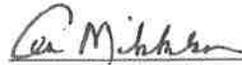
CHANCELLOR
Davidson County Chancery Court

JOINTLY APPROVED AND
SUBMITTED FOR ENTRY:

FOR PLAINTIFF, STATE OF TENNESSEE



HERBERT H. SLATTERY III
Attorney General and Reporter
B.P.R. No. 9077



ANN MIKKELSEN, B.P.R. No. 032262
Assistant Attorney General
CAROLINE DRINNON B.P.R. No. 037016
Assistant Attorney General
State of Tennessee
Office of the Attorney General
Consumer Protection Division
Post Office Box 20207
Nashville, TN 37202-0207
Telephone: (615) 532-9636
Facsimile: (615) 532-2910
Email: ann.mikkelsen@ag.tn.gov, caroline.drinnon@ag.tn.gov

State of Tennessee v. Medicaid Done Right LLC, *Agreed Final Judgment*

APPROVED:

FOR DEFENDANT MEDICAID DONE RIGHT LLC

A handwritten signature in black ink, appearing to read "JRusie", is written over a horizontal line.

COUNSEL FOR DEFENDANT

Jennifer S. Rusie

TN Bar. No. 026009

Ogletree, Deakins, Nash, Smoak & Stewart, P.C.

401 Commerce Street, Suite 1200

Nashville, Tennessee 37219

615-687-2223

Jennifer.rusie@ogletree.com

**DEFENDANT MEDICAID DONE RIGHT LLC
SIGNATURE AND ACKNOWLEDGMENT**

Defendant Medicaid Done Right LLC by its owner and member, John Anderson, and its attorney have read and understand this Judgment and each of its terms. Defendant Medicaid Done Right LLC admits to the jurisdiction of the Court in this matter and consents to the entry of this Judgment. Defendant Medicaid Done Right LLC agrees to each and every term contained herein. I, John Anderson, being first duly sworn on oath, depose and say and am fully authorized and empowered to sign this Judgment on behalf of myself, and bind the same to the terms hereof.

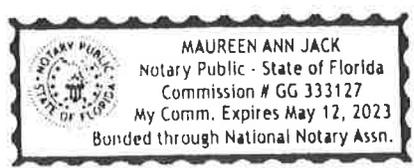


John Anderson
Owner and Member
Medicaid Done Right LLC

Address: *13825 Icot Blvd #611*
Clearwater FL 33760
Telephone #: *727 498 5507*

SUBSCRIBED AND SWORN to before
me this 17 day of APRIL, 2020.


Notary Public
My Commission Expires: 5-12-2023



**DEFENDANT MEDICAID DONE RIGHT LLC
SIGNATURE AND ACKNOWLEDGMENT**

Defendant Medicaid Done Right LLC by its owner and member, Adam Rothman, and its attorney have read and understand this Judgment and each of its terms. Defendant Medicaid Done Right LLC admits to the jurisdiction of the Court in this matter and consents to the entry of this Judgment. Defendant Medicaid Done Right LLC agrees to each and every term contained herein. I, Adam Rothman, being first duly sworn on oath, depose and say and am fully authorized and empowered to sign this Judgment on behalf of myself, and bind the same to the terms hereof.



Adam Rothman
Owner and Member
Medicaid Done Right LLC

Address: 13825 Icot Blvd #611
Clearwater FL 33762
Telephone #: 727-478-2064

SUBSCRIBED AND SWORN to before
me this 17 day of APRIL, 2020.



Notary Public

My Commission Expires: 5-12-2023

