

SUMMONS - CIVIL

JD-CV-1 Rev. 4-16

C.G.S. §§ 51-346, 51-347, 51-349, 51-350, 52-45a, 52-48, 52-259, P.B. §§ 3-1 through 3-21, 8-1, 10-13

STATE OF CONNECTICUT
SUPERIOR COURT

www.jud.ct.gov



See other side for instructions

- "X" if amount, legal interest or property in demand, not including interest and costs is less than \$2,500.
- "X" if amount, legal interest or property in demand, not including interest and costs is \$2,500 or more.
- "X" if claiming other relief in addition to or in lieu of money or damages.

TO: Any proper officer; BY AUTHORITY OF THE STATE OF CONNECTICUT, you are hereby commanded to make due and legal service of this Summons and attached Complaint.

Address of court clerk where writ and other papers shall be filed (Number, street, town and zip code) (C.G.S. §§ 51-346, 51-350) 95 Washington Street, Hartford, CT 06106	Telephone number of clerk (with area code) (860) 548-2700	Return Date (Must be a Tuesday) October 16, 2018 <small>Month Day Year</small>
<input checked="" type="checkbox"/> Judicial District <input type="checkbox"/> G.A. Number: <input type="checkbox"/> Housing Session	At (Town in which writ is returnable) (C.G.S. §§ 51-346, 51-349) Hartford	Case type code (See list on page 2) Major: M Minor: 90

For the Plaintiff(s) please enter the appearance of:

Name and address of attorney, law firm or plaintiff if self-represented (Number, street, town and zip code) Robert B. Teitelman, Assistant Attorney General	Juris number (to be entered by attorney only) 085053
Telephone number (with area code) (860) 808-5040	Signature of Plaintiff (If self-represented)
The attorney or law firm appearing for the plaintiff, or the plaintiff if self-represented, agrees to accept papers (service) electronically in this case under Section 10-13 of the Connecticut Practice Book. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Email address for delivery of papers under Section 10-13 (if agreed to) robert.teitelman@ct.gov

Number of Plaintiffs: **1** Number of Defendants: **17** Form JD-CV-2 attached for additional parties

Parties	Name (Last, First, Middle Initial) and Address of Each party (Number; Street; P.O. Box; Town; State; Zip; Country, if not USA)	ID
First Plaintiff	Name: STATE OF CONNECTICUT Address: c/o Attorney General, 55 Elm Street, Hartford, CT 06106	P-01
Additional Plaintiff	Name: Address:	P-02
First Defendant	Name: ASSURED RX, LLC Address: 13555 Automobile Boulevard, Suite 230, Clearwater, FL 33762	D-01
Additional Defendant	Name: Maulucci, Nicholas Address: 75 Hickory Hill Road, Simsbury, CT 06070	D-02
Additional Defendant	Name: Maulucci, Lisette a/k/a Lisette Martinez Address: 56 Waverly Street, Springfield, MA 01107	D-03
Additional Defendant	Name: NLM, LLC Address: 9557 Portside Drive, Seminole, FL 33776	D-04

Notice to Each Defendant

1. YOU ARE BEING SUED. This paper is a Summons in a lawsuit. The complaint attached to these papers states the claims that each plaintiff is making against you in this lawsuit.
2. To be notified of further proceedings, you or your attorney must file a form called an "Appearance" with the clerk of the above-named Court at the above Court address on or before the second day after the above Return Date. The Return Date is not a hearing date. You do not have to come to court on the Return Date unless you receive a separate notice telling you to come to court.
3. If you or your attorney do not file a written "Appearance" form on time, a judgment may be entered against you by default. The "Appearance" form may be obtained at the Court address above or at www.jud.ct.gov under "Court Forms."
4. If you believe that you have insurance that may cover the claim that is being made against you in this lawsuit, you should immediately contact your insurance representative. Other action you may have to take is described in the Connecticut Practice Book which may be found in a superior court law library or on-line at www.jud.ct.gov under "Court Rules."
5. If you have questions about the Summons and Complaint, you should talk to an attorney quickly. **The Clerk of Court is not allowed to give advice on legal questions.**

Signed (Sign and "X" proper box) 	<input checked="" type="checkbox"/> Commissioner of the Superior Court <input type="checkbox"/> Assistant Clerk	Name of Person Signing at Left Robert B. Teitelman, AAG	Date signed 09/04/2018
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If this Summons is signed by a Clerk:

- a. The signing has been done so that the Plaintiff(s) will not be denied access to the courts.
- b. It is the responsibility of the Plaintiff(s) to see that service is made in the manner provided by law.
- c. The Clerk is not permitted to give any legal advice in connection with any lawsuit.
- d. The Clerk signing this Summons at the request of the Plaintiff(s) is not responsible in any way for any errors or omissions in the Summons, any allegations contained in the Complaint, or the service of the Summons or Complaint.

<i>For Court Use Only</i>
File Date

I certify I have read and understand the above:	Signed (Self-Represented Plaintiff)	Date	Docket Number
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**CIVIL SUMMONS
CONTINUATION OF PARTIES**
JD-CV-2 Rev. 9-12

STATE OF CONNECTICUT
SUPERIOR COURT

First named Plaintiff (Last, First, Middle Initial)

STATE OF CONNECTICUT

First named Defendant (Last, First, Middle Initial)

ASSURED RX, LIX

Additional Plaintiffs

Name (Last, First, Middle Initial, if individual)	Address (Number, Street, Town and Zip Code)	CODE
		03
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		07
		08
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Additional Defendants

Name (Last, First, Middle Initial, if individual)	Address (Number, Street, Town and Zip Code)	CODE
BOARDMAN-SCRUSE, CAROL, 9 Rosewood Lane, Bloomfield, CT 06002		05
COLLAZO, RICARDO, 15 Allen Road, Bloomfield, CT 06002		06
CORCORAN, JAMES, 144 Two Brook Road, Wethersfield, CT 06109		07
FRANCO, BENJAMIN, 7 Oak Hill Drive, East Haven, CT 06513		08
FRANCO, JILL, 7 Oak Hill Drive, East Haven, CT 06513		09
GERMANO, PAUL, 24 Raspberry Hill, Berlin, CT 06037		10
HELLER, EDWARD, 2 Cozy Street, Enfield, CT 06082		11
HELLER, JOSEPH, 18 Shade Oak Drive, Enfield, CT 06082		12
MANCINI, FRANCES, 73 Klaus Anderson Road, Southwick, MA 01077		13
MANCINI, SARAH, 73 Klaus Anderson Road, Southwick, MA 01077		14

FOR COURT USE ONLY - File Date

Docket number

First named Plaintiff *(Last, First, Middle Initial)*

STATE OF CONNECTICUT

First named Defendant *(Last, First, Middle Initial)*

ASSURED RX, LIX

Additional Plaintiffs

Name <i>(Last, First, Middle Initial, if individual)</i>	Address <i>(Number, Street, Town and Zip Code)</i>	CODE
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Additional Defendants

Name <i>(Last, First, Middle Initial, if individual)</i>	Address <i>(Number, Street, Town and Zip Code)</i>	CODE
SOKOLOWSKI, TODD, 87 Handel Road, Stafford Springs, CT 06076		05
VINING, TODD, 1 Roseanne Street, Enfield, CT 06082		06
WRIGHT, JOYCE, 28 Lee Street, East Longmeadow, MA 01028		07
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	12	FOR COURT USE ONLY - File Date
	13	
	14	
		Docket number

RETURN DATE: OCTOBER 16, 2018

STATE OF CONNECTICUT,
Plaintiff,

: SUPERIOR COURT

v.

: JUDICIAL DISTRICT OF HARTFORD

ASSURED RX, LLC,
NICHOLAS MAULUCCI,
LISETTE MAULUCCI A/K/A LISETTE MARTINEZ,
NLM, LLC,
CAROL BOARDMAN-SCRUSE,
RICARDO COLLAZO,
JAMES CORCORAN,
BENJAMIN FRANCO,
JILL FRANCO,
PAUL GERMANO,
EDWARD HELLER,
JOSEPH HELLER,
FRANCES MANCINI,
SARAH MANCINI,
TODD SOKOLOWSKI,
TODD VINING, and
JOYCE WRIGHT
Defendants

: SEPTEMBER 4, 2018

COMPLAINT

1. The STATE OF CONNECTICUT brings this complaint under the Connecticut False Claims Act, Conn. Gen. Stat. §§ 4-274 — 4-289, alleging that beginning at least as early as June 13, 2014, and continuing through at least September 8, 2015, Defendants caused the State of Connecticut Pharmacy Benefit Plan ("CT Pharmacy Benefit Plan") to be billed falsely for prescription compound drug products that were dispensed to CT Pharmacy Benefit Plan members and their eligible family members in

connection with a kickback scheme in which the defendants paid or received kickbacks as pleaded in more detail below. This action seeks treble damages, civil penalties, and other relief for Defendants' illegal conduct.

I. PARTIES

2. The plaintiff is the STATE OF CONNECTICUT, represented by GEORGE JEPSEN, ATTORNEY GENERAL. This action is brought by virtue of the authority of GEORGE JEPSEN, ATTORNEY GENERAL, pursuant to Conn. Gen. Stat. § 4-276.

3. Defendant ASSURED RX, LLC ("ASSURED RX") is a limited liability company registered in the State of Florida. ASSURED RX is a compound pharmacy holding a non-resident pharmacy license issued by the Connecticut Department of Consumer Protection.

4. Defendant ASSURED RX conducts business in the State of Connecticut by, *inter alia*, marketing its products in Connecticut, shipping compound pharmaceutical drug products into Connecticut, and receiving reimbursement from the CT Pharmacy Benefit Plan, Connecticut consumers, and other persons located in Connecticut.

5. Defendant NICHOLAS MAULUCCI is a natural person residing in Simsbury, Connecticut. During all times relevant to this complaint he has been a beneficiary of the CT Pharmacy Benefit Plan as a retiree of the State of Connecticut Department of Correction. During times relevant to the complaint he has resided in Connecticut and in Florida. During times relevant to the complaint he has, along with Defendants LISETTE MAULUCCI and NLM, LLC conducted business in the State of Connecticut including marketing in Connecticut prescription compound drug products prepared by Defendant

ASSURED RX, recruiting other marketers in Connecticut to market in Connecticut, and repeatedly engaging in related business activities in Connecticut.

6. Defendant LISETTE MAULUCCI A/K/A LISETTE MARTINEZ ("LISETTE MAULUCCI") is a natural person currently residing in Springfield, Massachusetts. During all times relevant to this complaint she has been a beneficiary of the CT Pharmacy Benefit Plan as the spouse of a retiree of the State of Connecticut Department of Correction. During times relevant to the complaint she has resided in Connecticut and in Florida. During times relevant to the complaint she has, along with Defendants NICHOLAS MAULUCCI and NLM, LLC conducted business in the State of Connecticut including marketing in Connecticut prescription compound drug products prepared by Defendant ASSURED RX, recruiting other marketers in Connecticut to market prescription compound drug products in Connecticut, and repeatedly engaging in related business activities in Connecticut.

7. During most of the time period relevant to the complaint Defendants NICHOLAS MAULUCCI and LISETTE MAULUCCI were married to each other. They were divorced in Florida on July 1, 2015.

8. Defendant NLM, LLC ("NLM") was, during all times relevant to this complaint, a limited liability company registered in the State of Florida. Defendants NICHOLAS MAULUCCI and LISETTE MAULUCCI were the owners and principals of Defendant NLM.

9. Defendants NICHOLAS MAULUCCI, LISETTE MAULUCCI and NLM conducted business in the State of Connecticut. As pleaded in greater detail below this included arranging to recruit individuals in Connecticut to obtain prescriptions for prescription

compound drug products from their health care provider (e.g., a physician, physician's assistant or advanced practice registered nurse, hereinafter collectively referred to as "Practitioner") in Connecticut, arrange for those prescriptions to be delivered to Defendant ASSURED RX which would then prepare the compound prescription drug product and ship it to the patients in Connecticut, and then pay those individuals compensation for the prescriptions. It also included Defendants NICHOLAS MAULUCCI, LISETTE MAULUCCI and NLM arranging for and obtaining prescription compound drug products dispensed by Defendant ASSURED RX for themselves and family members which were paid for by the CT Pharmacy Benefit Plan, for which they received compensation from Defendant ASSURED RX.

10. Defendant CAROL BOARDMAN-SCRUSE is a natural person residing in Bloomfield, Connecticut. During all times relevant to this complaint she has been a beneficiary of the CT Pharmacy Benefit Plan as an employee of the State of Connecticut Department of Developmental Services.

11. Defendant RICARDO COLLAZO is a natural person residing in Bloomfield, Connecticut. During all times relevant to this complaint he has been a beneficiary of the CT Pharmacy Benefit Plan as a retiree of the State of Connecticut Department of Correction.

12. Defendant JAMES CORCORAN is a natural person residing in Wethersfield, Connecticut. During all times relevant to this complaint he has been a beneficiary of the CT Pharmacy Benefit Plan as a retiree of the State of Connecticut Department of Correction.

13. Defendant BENJAMIN FRANCO is a natural person residing in East Haven, Connecticut. During all times relevant to this complaint he has been a beneficiary of the CT Pharmacy Benefit Plan as a retiree of the State of Connecticut Department of Correction.

14. Defendant JILL FRANCO is a natural person residing in East Haven, Connecticut. During all times relevant to this complaint she has been a beneficiary of the CT Pharmacy Benefit Plan as the spouse of a retiree of the State of Connecticut Department of Correction. Defendants BENJAMIN FRANCO and JILL FRANCO are married to each other.

15. Defendant PAUL GERMANO is a natural person residing in Berlin, Connecticut. During all times relevant to this complaint he has been a beneficiary of the CT Pharmacy Benefit Plan as a retiree of the State of Connecticut Department of Correction.

16. Defendant EDWARD HELLER is a natural person residing in Enfield, Connecticut. During all times relevant to this complaint he has been a beneficiary of the CT Pharmacy Benefit Plan as a retiree of the State of Connecticut Department of Correction.

17. Defendant JOSEPH HELLER is a natural person residing in Enfield, Connecticut. During all times relevant to this complaint he has been a beneficiary of the CT Pharmacy Benefit Plan as a retiree of the State of Connecticut Department of Correction.

18. Defendant FRANCES MANCINI is a natural person residing in Southwick, Massachusetts. During all times relevant to this complaint he has been a beneficiary of

the CT Pharmacy Benefit Plan as a retiree of the State of Connecticut Department of Correction. During times relevant to the complaint he has conducted business in the State of Connecticut including marketing in Connecticut prescription compound drug products prepared by Defendant ASSURED RX, recruiting other marketers in Connecticut to market prescription compound drug products in Connecticut, and repeatedly engaging in related business activities in Connecticut.

19. Defendant SARAH MANCINI is a natural person residing in Southwick, Massachusetts. During all times relevant to this complaint she has been a beneficiary of the CT Pharmacy Benefit Plan as the spouse of a retiree of the State of Connecticut Department of Correction. Defendants SARAH MANCINI and FRANCES MANCINI are married to each other. During times relevant to the complaint she has conducted business in the State of Connecticut including marketing in Connecticut prescription compound drug products prepared by Defendant ASSURED RX, recruiting other marketers in Connecticut to market prescription compound drug products in Connecticut, and repeatedly engaging in related business activities in Connecticut.

20. Defendant TODD SOKOLOWSKI is a natural person residing in Stafford Springs, Connecticut. During all times relevant to this complaint he has been a beneficiary of the CT Pharmacy Benefit Plan as an employee of the State of Connecticut Department of Correction. He has since retired.

21. Defendant TODD VINING is a natural person residing in Enfield, Connecticut. During all times relevant to this complaint he has been a beneficiary of the CT Pharmacy Benefit Plan as an employee of the State of Connecticut Department of Correction.

22. Defendant JOYCE WRIGHT is a natural person residing in East Longmeadow, Massachusetts. During all times relevant to this complaint she has been a beneficiary of the CT Pharmacy Benefit Plan as an employee of the State of Connecticut Department of Correction. During times relevant to the complaint she has conducted business in the State of Connecticut including marketing in Connecticut prescription compound drug products prepared by Defendant ASSURED RX, recruiting other marketers in Connecticut to market prescription compound drug products in Connecticut, and repeatedly engaging in related business activities in Connecticut.

II. LEGAL AND PUBLIC POLICY BACKGROUND

A. CONNECTICUT FALSE CLAIMS ACT

23. The Connecticut False Claims Act (the Act) provides in relevant part that any person who: (1) knowingly presents or causes to be presented a false or fraudulent claim for payment or approval; or (2) conspires to commit a false claims violation, among other reasons, is liable to the State of Connecticut for relief including civil penalties and treble damages. Conn. Gen. Stat. §§ 4-275(a)(1), (a)(3) and (b) .

24. For the purposes of the Act, “knowing” and “knowingly” means that a person, with respect to information: (a) has actual knowledge of the information; (b) acts in deliberate ignorance of the truth or falsity of the information; or (c) acts in reckless disregard of the truth or falsity of the information, without regard to whether the person intends to defraud. Conn. Gen. Stat. § 4-274(1).

25. For purpose of the Act, “[s]tate-administered health or human services program” includes, in relevant part, “programs administered by ... the Office of the State Comptroller, for the State Employee and Retiree Health programs, as well as other

health care programs administered by the Office of the State Comptroller ...” Conn. Gen. Stat. § 4-274(7).

B. CT PHARMACY BENEFIT PLAN

26. The State of Connecticut, via the Office of the State Comptroller, offers active and retired state employees the CT Pharmacy Benefit Plan for themselves and certain of their family members. The CT Pharmacy Benefit Plan is administered by CVS Caremark Corporation (k/n/a CVS Health Corporation, hereinafter "CVS Caremark"). Details concerning patient eligibility, prescription drug benefits, exclusions and limitations, termination, and payment provisions are set forth in the CT Pharmacy Benefit Plan "Plan Document". State of Connecticut Pharmacy Benefit Plan, Plan Document, Office of the State Comptroller, restated as of July 1, 2014. The CT Pharmacy Benefit Plan is self-insured, meaning that the State of Connecticut is the ultimate payor for all claims reimbursed by this plan.

C. CONNECTICUT LAW CONCERNING RECEIVING AND PAYING KICKBACKS

27. Under Conn. Gen. Stat. § 53a-161c(a)(2) a person who "knowingly solicits, accepts or agrees to accept any benefit, in cash or in kind, from another person upon an agreement or understanding that such benefit will influence such person's conduct in relation to referring an individual or arranging for the referral of an individual for the furnishing of any goods, facilities or services to such other person under contract to provide goods, facilities or services to a local, state or federal agency ..." has committed the crime of receiving kickbacks.

28. Under Conn. Gen. Stat. § 53a-161d(a) a person who "knowingly offers or pays any benefit, in cash or in kind, to any person with intent to influence such person:

(1) To refer an individual, or to arrange for the referral of an individual, for the furnishing of any goods, facilities or services for which a claim for benefits or reimbursement has been filed with a local, state or federal agency; or (2) to purchase, lease, order or arrange for or recommend the purchasing, leasing or ordering of any goods, facilities or services for which a claim of benefits or reimbursement has been filed with a local, state or federal agency ..." has committed the crime of paying a kickback.

III. COMPOUND PHARMACEUTICALS AND ASSURED RX, LLC

29. ASSURED RX is a limited liability corporation organized in Florida. ASSURED RX processes, fills, and dispenses prescription compound drug products to its customers throughout the United States, including Connecticut. ASSURED RX obtains reimbursement for its pharmaceutical products from payors, including insurance companies, and obtains co-payments from its customers. ASSURED RX utilizes marketing companies and sales representatives to market its products and services to consumers and Practitioners in Connecticut.

30. In order to conduct business in Connecticut, ASSURED RX sought and obtained a Connecticut Non-Resident Pharmacy license under Conn. Gen. Stat. § 20-628, and maintained that license during all times relevant to the Complaint. Under the provisions of Conn. Gen. Stat. § 20-628: "No nonresident pharmacy shall engage in the business of shipping, mailing or delivering legend devices or legend drugs in this state unless such nonresident pharmacy has been issued a certificate of registration...."

31. Prescription compound drug products, unlike brand name and generic drugs are neither mass produced nor approved by the Food and Drug Administration ("FDA"). Instead, compound drugs are made through a process where individual

ingredients are mixed together in the exact strength and dosage prescribed by the Practitioner with the purpose of meeting the unique needs of a patient. Compounding and the FDA: Questions and Answers, U.S. Food and Drug Admin., <http://www.fda.gov/Drugs/GuidanceComplianceRegulatoryInformation/PharmacyCompounding/ucm339764.htm#what> (accessed Aug. 16, 2016).

32. To facilitate the sale of its prescription compound drug products inside Connecticut, ASSURED RX regularly sent targeted solicitation letters to Practitioners located in Connecticut. In these Practitioner letters, ASSURED RX marketed its products and explained that once the Connecticut-based Practitioner sent ASSURED RX a prescription for one of its prescription compound drug products, ASSURED RX would not only directly contact the Practitioner's patient, but ASSURED RX would dispense the compound drug prescription, ship the compound drug prescription to the patient's home in Connecticut, obtain reimbursement from the insurance company, and collect any applicable copayments directly from the patient. Included with these letters were copies of ASSURED RX's prescription pads containing the common compound prescription drug formulations dispensed by ASSURED RX. Following the initial communication, ASSURED RX continued to maintain regular contact with Connecticut-based Practitioners by sending refill authorization requests to Practitioners located in Connecticut and by marketing new prescription compound drug products to Practitioners in order to further increase the sales of ASSURED RX prescription compound drug products dispensed and sold in Connecticut.

33. Whenever ASSURED RX would dispense a compound prescription drug to a CT Pharmacy Benefit Plan beneficiary, ASSURED RX would send a claim for

reimbursement to CVS Caremark, the CT Pharmacy Benefit Plan's administrator. Upon receiving, reviewing and approving the claim that Assured Rx submitted, CVS Caremark would reimburse ASSURED RX less the beneficiary's co-payment or other cost-share. CVS Caremark would then bill the CT Pharmacy Benefit Plan for the cost of the compound prescription drug minus the beneficiary's co-payment.

34. Besides regularly contacting Practitioners, ASSURED RX also purposefully initiated and maintained regular contact with CT Pharmacy Benefit Plan members located in Connecticut. ASSURED RX mailed the initial compound pharmaceutical drug product and refilled compound drug products directly to CT Pharmacy Benefit Plan members' homes, including homes located in Connecticut. ASSURED RX sent invoices to members in Connecticut. ASSURED RX contacted CT Pharmacy Benefit Plan members in Connecticut by phone and through the mail. ASSURED RX sought and received copayments from CT Pharmacy Benefit Plan members in Connecticut.

35. In order to further expand its sales to potential customers and Practitioners located in Connecticut, ASSURED RX devised and implemented an illegal pyramid-type kickback scheme effectuated through marketing agreements it entered into with contractors, who were also CT Pharmacy Benefit Plan members, to market its prescription compound drug products. One such agreement was with NLM, LLC ("NLM"). NLM is owned by NICHOLAS MAULUCCI and LISETTE MAULUCCI, both of whom also received pharmaceutical benefits under the CT Pharmacy Benefit Plan, as pleaded more specifically above and below. Pursuant to the NLM marketing agreement, NLM provided information about ASSURED RX's products to Practitioners, including Practitioners located in Connecticut.

36. NLM recruited and paid compensation to other individuals who were also CT Pharmacy Benefit Plan members to obtain prescriptions for themselves for prescription compound drug products from their Practitioners in Connecticut and to in turn recruit and market ASSURED RX's products to other individuals who were CT Benefit Plan members.

37. In order to facilitate prescription orders by Practitioners from ASSURED RX, NLM's owners and subcontractors used ASSURED RX prescription pads and contacted Connecticut-based Practitioners directly.

38. The Practitioners in Connecticut that prescribed the prescriptions that were filled and dispensed by Assured Rx did not know that owners and subcontractors of NLM received kickbacks for the compound drug prescriptions they requested the Practitioners to order and which were filled and dispensed by Assured Rx.

A. KICKBACK SCHEME INVOLVING ASSURED RX, NICHOLAS MAULUCCI AND LISETTE MAULUCCI

39. During the period of time including April 1, 2014, through September 8, 2015, Defendants NICHOLAS MAULUCCI, LISETTE MAULUCCI and a family member received pharmacy benefits from the CT Pharmacy Benefit Plan. NICHOLAS MAULUCCI obtained those benefits as a State of Connecticut Department of Correction retiree. LISETTE MAULUCCI and a family member received those benefits as family members of NICHOLAS MAULUCCI.

40. During the period of time including June 27, 2014 through December 31, 2014, Defendant LISETTE MAULUCCI was employed by ASSURED RX. She received at least \$72,449 in compensation, including a bonus of \$35,500.

41. On or about May 5, 2014 NLM was organized in the State of Florida. The owners and principals of NLM were NICHOLAS MAULUCCI and LISETTE MAULUCCI.

42. During all times relevant to this complaint, ASSURED RX entered into marketing agreements with NLM in which ASSURED RX, among other things, agreed to compensate NLM for marketing ASSURED RX prescription compound drug products.

43. During the period of time including April 1, 2014, through September 8, 2015, NICHOLAS MAULUCCI, LISETTE MAULUCCI and another family member all received prescription compound drug products that were dispensed by ASSURED RX and reimbursed by the CT Pharmacy Benefit Plan. The ASSURED RX compound prescription drugs that they received for themselves and a family member were reimbursed directly to ASSURED RX by the CT Pharmacy Benefit Plan with a total cost to the CT Pharmacy Benefit Plan of \$394,403.03 for NICHOLAS MAULUCCI, \$442,477.41 for LISETTE MAULUCCI, and \$124,059.30 for a family member, totaling \$960,939.74.

44. During the period of time including the period between June 10, 2014 and September 8, 2015, ASSURED RX paid compensation to Defendants NICHOLAS MAULUCCI, LISETTE MAULUCCI and NLM for the prescription compound drug products they arranged to obtain for themselves and a family member.

45. The payment of the compensation from ASSURED RX for the prescription compound drug products dispensed to NICHOLAS MAULUCCI, LISETTE MAULUCCI and a family member constituted payment of kickbacks within the meaning of Conn. Gen. Stat. §53a-161d(a). ASSURED RX offered a benefit to NICHOLAS MAULUCCI, LISETTE MAULUCCI and a family member in order to influence them to purchase, arrange for, or to refer

others to purchase, prescription compound drug products for which a claim for benefits has been filed with a state agency.

46. The receipt of the compensation from ASSURED RX for the prescription compound drug products dispensed to NICHOLAS MAULUCCI, LISETTE MAULUCCI and a family member constituted receipt of kickbacks within the meaning of Conn. Gen. Stat. §53a-161c(a)(2). NICHOLAS MAULUCCI and LISETTE MAULUCCI accepted a benefit in order to arrange for the referral for the purchase of prescription compound drug products for which a claim for benefits has been filed with a state agency.

47. The kickbacks were material to the decision by the CT Pharmacy Benefit Plan to reimburse Assured Rx for claims submitted for reimbursement for the prescription compound drug products that were dispensed to NICHOLAS MAULUCCI, LISETTE MAULUCCI and a family member. The CT Pharmacy Benefit Plan would not have approved and reimbursed Assured Rx's claims for the prescription compound drug products had it known that kickbacks were paid to improperly influence NICHOLAS MAULUCCI, LISETTE MAULUCCI and a family member to arrange for compound drug prescriptions to be ordered so that ASSURED RX could fill and dispense the prescription compound drugs.

B. THE EXPANSION OF THE KICKBACK SCHEME

48. The kickback scheme did not end with the prescription compound drug products dispensed by ASSURED RX to NICHOLAS MAULUCCI, LISETTE MAULUCCI and a family member. In order to drive referrals and further increase sales of ASSURED RX prescription compound drug products, Defendants NICHOLAS MAULUCCI, LISETTE

MAULUCCI and NLM colluded with additional marketers by recruiting them to promote the ASSURED RX compound prescription drugs in Connecticut.

49. Defendants NICHOLAS MAULUCCI, LISETTE MAULUCCI and NLM recruited additional marketers in Connecticut including Defendants CAROL BOARDMAN-SCRUSE, RICARDO COLLAZO, JAMES CORCORAN, BENJAMIN FRANCO, JILL FRANCO, PAUL GERMANO, EDWARD HELLER, JOSEPH HELLER, FRANCES MANCINI, SARAH MANCINI, TODD SOKOLOWSKI, TODD VINING, JOYCE WRIGHT, and others. These marketers entered into an agreement and conspired with NICHOLAS MAULUCCI, LISETTE MAULUCCI and NLM to increase referrals and thereby sales of ASSURED RX prescription compound drug products in exchange for kickbacks in violation of state laws. Defendants CAROL BOARDMAN-SCRUSE, RICARDO COLLAZO, JAMES CORCORAN, BENJAMIN FRANCO, JILL FRANCO, PAUL GERMANO, EDWARD HELLER, JOSEPH HELLER, FRANCES MANCINI, SARAH MANCINI, TODD SOKOLOWSKI, TODD VINING, JOYCE WRIGHT, and others, took affirmative steps to effectuate the kickback scheme as follows:

- a. During the time period including September 2, 2014, through September 8, 2015, Defendant CAROL BOARDMAN-SCRUSE arranged to obtain one or more prescriptions from her Practitioner for ASSURED RX prescription compound drug products for herself and a family member, and promoted the use of ASSURED RX compound prescription drugs by others in Connecticut. The ASSURED RX compound prescription drugs that she received for herself and a family member were reimbursed by the CT Pharmacy Benefit Plan with a total cost to the CT Pharmacy Benefit Plan of \$221,353.97 for herself, and \$96,437.41 for a family member, totaling \$317,791.38. Defendants NLM, NICHOLAS MAULUCCI and LISETTE MAULUCCI paid Defendant CAROL BOARDMAN-SCRUSE in the amount of \$27,500.00 for her role in the scheme.
- b. During the time period including April 25, 2015, through September 8, 2015, Defendant RICARDO COLLAZO arranged to obtain one or more prescriptions from his Practitioner for ASSURED RX prescription compound drug products for himself and a family member, and promoted the use of ASSURED RX compound prescription drugs by others in Connecticut. The ASSURED RX compound prescription drugs that he received for himself and a family

member were reimbursed by the CT Pharmacy Benefit Plan with a total cost to the CT Pharmacy Benefit Plan of \$379,404.40 for himself, and \$235,962.10 for a family member, totaling \$615,366.50. Defendants NLM, NICHOLAS MAULUCCI and LISETTE MAULUCCI paid Defendant RICARDO COLLAZO in the amount of \$24,600.00 for his role in the scheme.

- c. During the time period including June 23, 2014, through September 8, 2015, Defendant JAMES CORCORAN arranged to obtain one or more prescriptions from his Practitioner for ASSURED RX prescription compound drug products for himself and promoted the use of ASSURED RX compound prescription drugs by others in Connecticut. The ASSURED RX compound prescription drugs that he received for himself were reimbursed by the CT Pharmacy Benefit Plan with a total cost to the CT Pharmacy Benefit Plan of \$231,850.90. Defendants NLM, NICHOLAS MAULUCCI and LISETTE MAULUCCI paid Defendant JAMES CORCORAN in the amount of \$12,000.00 for his role in the scheme.
- d. During the time period including July 9, 2014 through September 8, 2015, Defendant BENJAMIN FRANCO arranged to obtain one or more Assured Rx prescriptions from his practitioner for himself, for his wife JILL FRANCO, and for a family member, and promoted the use of ASSURED RX compound prescription drugs by others in Connecticut. The ASSURED RX compound prescription drugs that he received for himself, for his wife, and for a family member were reimbursed by the CT Pharmacy Benefit Plan with a total cost to the CT Pharmacy Benefit Plan of \$229,637.20 for himself, \$198,374.90 for his wife, and \$96,530/35 for a family member, totaling \$524,542.45 for all of them. Defendants NLM, NICHOLAS MAULUCCI and LISETTE MAULUCCI paid Defendant JILL FRANCO in the amount of \$27,700.00 for their role in the scheme.
- e. During the time period including September 17, 2014, through September 8, 2015, Defendant PAUL GERMANO arranged to obtain one or more prescriptions from his Practitioner for ASSURED RX prescription compound drug products for himself and family members, and promoted the use of ASSURED RX compound prescription drugs by others in Connecticut. The ASSURED RX compound prescription drugs that he received for himself and family members were reimbursed by the CT Pharmacy Benefit Plan with a total cost to the CT Pharmacy Benefit Plan of \$161,105.76 for himself, \$48,199.20 for a family member, and \$32,132.80 for another family member, totaling \$241,437.76. Defendants NLM, NICHOLAS MAULUCCI and LISETTE MAULUCCI paid Defendant PAUL GERMANO in the amount of \$19,000.00 for his role in the scheme.
- f. During the time period including July 15, 2014, through September 8, 2015, Defendant EDWARD HELLER arranged to obtain one or more prescriptions from his Practitioner for ASSURED RX prescription compound drug products for himself and for a family member, and promoted the use of ASSURED RX compound prescription drugs by others in Connecticut. The ASSURED RX compound prescription drugs that he received for himself were reimbursed by

the CT Pharmacy Benefit Plan with a total cost to the CT Pharmacy Benefit Plan of \$241,402.10 for himself and \$40,827.79 for a family member, totaling \$282,229.89. Defendants NLM, NICHOLAS MAULUCCI and LISETTE MAULUCCI paid Defendant EDWARD HELLER in the amount of \$17,500.00 for his role in the scheme.

- g. During the time period including December 10, 2014 through September 8, 2015, Defendant JOSEPH HELLER arranged to obtain one or more prescriptions for ASSURED RX prescription compound drug products for family members and promoted the use of ASSURED RX compound prescription drugs by others in Connecticut. The ASSURED RX compound prescription drugs that were received by family members were reimbursed by the CT Pharmacy Benefit Plan with a total cost to the CT Pharmacy Benefit Plan of \$133,605.81 for one family member, \$163,357.59 for another family member, and \$80,382.00 for yet another family member, totaling \$377,345.40. Defendants NLM, NICHOLAS MAULUCCI and LISETTE MAULUCCI paid Defendant JOSEPH HELLER in the amount of \$15,500.00 for his role in the scheme.
- h. During the time period including April 29, 2014, through September 8, 2015, Defendants FRANCIS MANCINI and SARAH MANCINI arranged to obtain one or more prescriptions from their Practitioner for ASSURED RX prescription compound drug products for themselves and promoted the use of ASSURED RX compound prescription drugs by others in Connecticut. The ASSURED RX compound prescription drugs that they received for themselves were reimbursed by the CT Pharmacy Benefit Plan with a total cost to the CT Pharmacy Benefit Plan of \$302,052.08 for FRANCIS MANCINI and \$223,255.80 for SARAH MANCINI, totaling \$525,307.88.. Defendants NLM, NICHOLAS MAULUCCI and LISETTE MAULUCCI paid FRANCIS MANCINI and SARAH MANCINI in the amount of \$46,400.00 for SARAH MANCINI and \$1,000.00 for FRANCIS MANCINI, totaling \$47,400.00 for their role in the scheme.
- i. During the time period including June 19, 2014, through September 8, 2015, Defendant TODD SOKOLOWSKI arranged to obtain one or more prescriptions from his Practitioner for ASSURED RX prescription compound drug products for himself and a family member and promoted the use of ASSURED RX compound prescription drugs by others in Connecticut. The ASSURED RX compound prescription drugs that he received for himself and a family member were reimbursed by the CT Pharmacy Benefit Plan with a total cost to the CT Pharmacy Benefit Plan of \$235,361.40 for himself, and \$144,943.46 for a family member, totaling \$380,304.86. Defendants NLM, NICHOLAS MAULUCCI and LISETTE MAULUCCI paid Defendant TODD SOKOLOWSKI in the amount of \$16,900.00 for his role in the scheme.
- j. During the time period including May 13, 2014, through September 8, 2015, Defendant TODD VINING arranged to obtain one or more prescriptions from his Practitioner for ASSURED RX prescription compound drug products for himself and a family member, and promoted the use of ASSURED RX compound

prescription drugs by others in Connecticut. The ASSURED RX compound prescription drugs that he received for himself and a family member were reimbursed by the CT Pharmacy Benefit Plan with a total cost to the CT Pharmacy Benefit Plan of \$299,950.46 for himself, and \$261,693.02 for a family member, totaling \$561,643.48. Defendants NLM, NICHOLAS MAULUCCI and LISETTE MAULUCCI paid Defendant TODD VINING in the amount of \$17,800.00 for his role in the scheme.

- k. During the time period including May 7, 2014, through September 8, 2015, Defendant JOYCE WRIGHT arranged to obtain one or more prescriptions from her Practitioner for ASSURED RX prescription compound drug products for herself and promoted the use of ASSURED RX compound prescription drugs by others in Connecticut. The ASSURED RX compound prescription drugs that she received for herself were reimbursed by the CT Pharmacy Benefit Plan with a total cost to the CT Pharmacy Benefit Plan of \$270,578.20. Defendants NLM, NICHOLAS MAULUCCI and LISETTE MAULUCCI paid Defendant JOYCE WRIGHT in the amount of \$14,000.00 for her role in the scheme.
- l. In addition, Defendants NLM, NICHOLAS MAULUCCI and LISETTE MAULUCCI utilized additional marketers who are not named as defendants in this complaint at this time who arranged for the use of ASSURED RX compound prescription drugs for themselves, family members and others. The ASSURED RX compound prescription drugs that they (the additional marketers who are not named in this complaint) received for themselves and family members were reimbursed by the CT Pharmacy Benefit Plan with a total cost to the CT Pharmacy Benefit Plan of \$5,745,773.10. Defendants NLM, NICHOLAS MAULUCCI and LISETTE MAULUCCI paid those other marketers in the total amount of \$230,764.00 for their roles in the scheme.

50. During the period of time including April 14, 2014, through September 8, 2015, Defendants CAROL BOARDMAN-SCRUSE, RICARDO COLLAZO, JAMES CORCORAN, BENJAMIN FRANCO, JILL FRANCO, PAUL GERMANO, EDWARD HELLER, JOSEPH HELLER, FRANCES MANCINI, SARAH MANCINI, TODD SOKOLOWSKI, TODD VINING, JOYCE WRIGHT, and others, along with family members who also received benefits from the CT Pharmacy Benefit Plan, all received compound drug products that were dispensed by ASSURED RX and reimbursed by the CT Pharmacy Benefit Plan. The total cost to the CT Pharmacy Benefit Plan for these prescriptions was \$10,911,051.00.

51. During the period of time including April 14, 2014, through September 8, 2015, Defendants CAROL BOARDMAN-SCRUSE, RICARDO COLLAZO, JAMES CORCORAN, BENJAMIN FRANCO, JILL FRANCO, PAUL GERMANO, EDWARD HELLER, JOSEPH HELLER, FRANCES MANCINI, SARAH MANCINI, TODD SOKOLOWSKI, TODD VINING, JOYCE WRIGHT, and others were compensated by NLM for the ASSURED RX prescriptions for themselves and their family members in the total amount of \$469,764.00.

52. The payments made by NLM to induce Defendants CAROL BOARDMAN-SCRUSE, RICARDO COLLAZO, JAMES CORCORAN, BENJAMIN FRANCO, JILL FRANCO, PAUL GERMANO, EDWARD HELLER, JOSEPH HELLER, FRANCES MANCINI, SARAH MANCINI, TODD SOKOLOWSKI, TODD VINING, and JOYCE WRIGHT, to (a) purchase, and/or (b) influence the arranging of a referral of ASSURED RX compound drug products in exchange for compensation, constituted payment of kickbacks within the meaning of Conn. Gen. Stat. § 53a-161d (a).

53. The compensation received by Defendants CAROL BOARDMAN-SCRUSE, RICARDO COLLAZO, JAMES CORCORAN, BENJAMIN FRANCO, JILL FRANCO, PAUL GERMANO, EDWARD HELLER, JOSEPH HELLER, FRANCES MANCINI, SARAH MANCINI, TODD SOKOLOWSKI, TODD VINING, and JOYCE WRIGHT to influence their (a) purchase for themselves and family members, and/or (b) influence the arranging of a referral of ASSURED RX compound drug products constituted receipt of kickbacks within the meaning of Conn. Gen. Stat. §53a-161c (a) (2).

54. During this same time period NLM, NICHOLAS MAULUCCI and LISETTE MAULUCCI received compensation from ASSURED RX in the total amount of at least \$2,655,958.00 for the prescription compound drug products dispensed as a result of the

kickback scheme executed by NLM, NICHOLAS MAULUCCI and Lisette MAULUCCI and the persons they recruited and conspired with in this scheme.

55. The payments by ASSURED RX and receipt of the compensation by NLM, NICHOLAS MAULUCCI and LISETTE MAULUCCI as pleaded above constituted payment and receipt of kickbacks within the meaning of Conn. Gen. Stat. §§53a-161c(a)(2), 53a-161d(a).

56. The kickbacks were material to the decision by the CT Pharmacy Benefit Plan to reimburse Assured Rx for claims submitted for reimbursement for the prescription compound drug products that were dispensed to the Defendants and family members. The CT Pharmacy Benefit Plan would not have approved and reimbursed ASSURED RX'S claims for dispensing the prescription compound drug products had it known that kickbacks were paid to improperly influence the Defendants to arrange for compound drug prescriptions to be ordered so that Assured Rx could fill and dispense the prescription compound drugs.

57. In the aggregate the kickback scheme related to ASSURED RX prescription compound drug products alleged in this complaint involved the CT Pharmacy Benefit Plan paying the total amount of \$10,911,050.50 for reimbursements for ASSURED RX prescription compound drug products that were dispensed to members of the CT Pharmacy Benefit Plan. Kickbacks paid and received for these prescriptions were in the amount of at least \$2,655,958.00.

CAUSES OF ACTION

COUNT 1

Connecticut State False Claims Act Conn. Gen. Stat. §§ 4-275(a)(1), (b) PRESENTATION OF FALSE OR FRAUDULENT CLAIMS

58. The allegations of ¶¶1 — 57 of this Complaint are incorporated herein as allegations of Count 1 as if fully set forth herein. The State of Connecticut further alleges as follows.

59. The provisions of Conn. Gen. Stat. § 4-275(a)(1), prohibit knowingly causing the presentation of a false or fraudulent claim for payment or approval to a state-administered health or human services program.

60. Between June 13, 2014 and at least September 8, 2015, Defendants ASSURED RX, LLC, NICHOLAS MAULUCCI, LISETTE MAULUCCI, NLM, LLC, CAROL BOARDMAN-SCRUSE, RICARDO COLLAZO, JAMES CORCORAN, BENJAMIN FRANCO, JILL FRANCO, PAUL GERMANO, EDWARD HELLER, JOSEPH HELLER, FRANCES MANCINI, SARAH MANCINI, TODD SOKOLOWSKI, TODD VINING, and JOYCE WRIGHT knowingly caused to be presented a false or fraudulent claim for payment or approval to a program administered by the State Comptroller's Office, a state-administered health or human services program.

61. Defendants ASSURED RX, LLC, NICHOLAS MAULUCCI, LISETTE MAULUCCI, NLM, LLC, CAROL BOARDMAN-SCRUSE, RICARDO COLLAZO, JAMES CORCORAN, BENJAMIN FRANCO, JILL FRANCO, PAUL GERMANO, EDWARD HELLER, JOSEPH HELLER, FRANCES MANCINI, SARAH MANCINI, TODD SOKOLOWSKI, TODD VINING, and JOYCE WRIGHT knowingly engaged in a scheme that caused the submission of false claims for payment by the State Comptroller's Office that resulted from the payment and receipt of kickbacks.

62. By virtue of the false or fraudulent claims caused to be made by Defendants ASSURED RX, LLC, NICHOLAS MAULUCCI, LISETTE MAULUCCI, NLM, LLC, CAROL BOARDMAN-SCRUSE, RICARDO COLLAZO, JAMES CORCORAN, BENJAMIN FRANCO, JILL FRANCO, PAUL GERMANO, EDWARD HELLER, JOSEPH HELLER, FRANCES MANCINI, SARAH MANCINI, TODD SOKOLOWSKI, TODD VINING, and JOYCE WRIGHT, the State has suffered damages.

63. Defendants ASSURED RX, LLC, NICHOLAS MAULUCCI, LISETTE MAULUCCI, NLM, LLC, CAROL BOARDMAN-SCRUSE, RICARDO COLLAZO, JAMES CORCORAN, BENJAMIN FRANCO, JILL FRANCO, PAUL GERMANO, EDWARD HELLER, JOSEPH HELLER, FRANCES MANCINI, SARAH MANCINI, TODD SOKOLOWSKI, TODD VINING, and JOYCE WRIGHT, are jointly and severally liable to the State for treble damages under the Act, in an amount to be determined at trial, plus a civil penalty of \$5,500 to \$11,000, or as adjusted from time to time by the Federal Civil Penalties Inflation Adjustment Act of 1990, 28 U.S.C. § 2461, for each false claim caused to be presented by Defendants.

COUNT 2
Connecticut State False Claims Act
Conn. Gen. Stat. §§ 4-275(a)(3), (b)
CONSPIRACY

64. The allegations of ¶¶1 — 63 of this Complaint are incorporated herein as allegations of Count 2 as if fully set forth herein. The State of Connecticut further alleges as follows:

65. The provisions of Conn. Gen. Stat. § 4-275(a)(3), prohibit conspiring to commit false claims violations.

66. By virtue of the acts between June 13, 2014 and at least September 8, 2015, described above, Defendants ASSURED RX, LLC, NICHOLAS MAULUCCI, LISETTE

MAULUCCI, NLM, LLC, CAROL BOARDMAN-SCRUSE, RICARDO COLLAZO, JAMES CORCORAN, BENJAMIN FRANCO, JILL FRANCO, PAUL GERMANO, EDWARD HELLER, JOSEPH HELLER, FRANCES MANCINI, SARAH MANCINI, TODD SOKOLOWSKI, TODD VINING, and JOYCE WRIGHT have conspired to defraud the State by causing the submission of false claims to the CT Pharmacy Benefit Plan seeking reimbursement for prescription compound drug products in connection with the kickback scheme, in the manner pleaded above.

67. By virtue of the false or fraudulent claims caused to be made by Defendants ASSURED RX, LLC, NICHOLAS MAULUCCI, LISETTE MAULUCCI, NLM, LL, CAROL BOARDMAN-SCRUSE, RICARDO COLLAZO, JAMES CORCORAN, BENJAMIN FRANCO, JILL FRANCO, PAUL GERMANO, EDWARD HELLER, JOSEPH HELLER, FRANCES MANCINI, SARAH MANCINI, TODD SOKOLOWSKI, TODD VINING, and JOYCE WRIGHT, the State has suffered damages.

68. Defendants ASSURED RX, LLC, NICHOLAS MAULUCCI, LISETTE MAULUCCI, NLM, LLC, CAROL BOARDMAN-SCRUSE, RICARDO COLLAZO, JAMES CORCORAN, BENJAMIN FRANCO, JILL FRANCO, PAUL GERMANO, EDWARD HELLER, JOSEPH HELLER, FRANCES MANCINI, SARAH MANCINI, TODD SOKOLOWSKI, TODD VINING, and JOYCE WRIGHT, are jointly and severally liable to the State for treble damages under the Act, in an amount to be determined at trial, plus a civil penalty of \$5,500 to \$11,000, or as adjusted from time to time by the Federal Civil Penalties Inflation Adjustment Act of 1990, 28 U.S.C. § 2461, for each false claim caused to be presented by Defendants.

PRAYER FOR RELIEF

WHEREFORE, pursuant to Conn. Gen. Stat. § 4-275(b), the STATE OF CONNECTICUT requests the following relief:

69. A civil penalty as to each defendant of not less than five thousand five hundred dollars or more than eleven thousand dollars, or as adjusted from time to time by the Federal Civil Penalties Inflation Adjustment Act of 1990, 28 U.S.C. § 2461, and for each violation of the Act;

70. Three times the amount of damages that the State of Connecticut sustained because of the acts of Defendants, jointly and severally;

71. Costs of investigation and prosecution of this action; and

72. Such other relief as is just and equitable to effectuate the purposes of this action.

Dated at Hartford, Connecticut, this 4th day of September, 2018.

**PLAINTIFF
STATE OF CONNECTICUT**

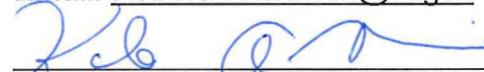
BY: GEORGE JEPSEN
ATTORNEY GENERAL



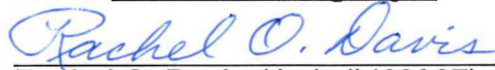
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