

STATE OF NEW YORK  
OFFICE OF THE ATTORNEY GENERAL LETITIA JAMES

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IN THE MATTER OF:

ANGEL MEDICAL TRANSPORTATION INC. and  
MOHAMMAD CHAUDHRY

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**SETTLEMENT AGREEMENT**

**THIS SETTLEMENT AGREEMENT** (the “Agreement”) was reached the 6th day of March 2025, by and among the State of New York (the “State”), acting through the Office of the Attorney General, Medicaid Fraud Control Unit (“MFCU”), and Angel Medical Transportation Inc. (“Angel Medical”) and Mohammad Chaudhry (“Chaudhry”). The State, Angel Medical, and Chaudhry shall be collectively referred to as the “Parties.”

**WHEREAS**, Angel Medical, with a principal place of business located at 2027 Dobie Lane, Schenectady, New York, at all relevant times, was and is enrolled as a provider of transportation services in New York State’s Medical Assistance Program (“Medicaid Program” or “Medicaid”) with a provider identification number of 04315284, and as such, provides transportation services for Medicaid recipients traveling to or from medical services paid for by Medicaid;

**WHEREAS**, Chaudhry is the sole owner and operator of Angel Medical;

**WHEREAS**, Angel Medical and Chaudhry submitted and caused to be submitted claims for reimbursement to Medicaid under 42 U.S.C §§ 1396 - 1396w-5, and Medicaid relied on such claims to pay Angel Medical for transportation services;

**WHEREAS**, MFCU conducted an investigation of Angel Medical and Chaudhry and determined that between January 1, 2016 and December 31, 2021 (the “Relevant Period”), Angel

Medical and Chaudhry presented or caused to be presented to the State’s Medicaid Program false claims for payment for transportation services to which Angel Medical was not entitled, and Medicaid relied upon such claims to pay Angel Medical;

**WHEREAS**, in connection with the above-described investigation, and under existing administrative claims withholding procedures, the New York State Department of Health (“DOH”) instituted a withhold of 10 % of Medicaid payments to Angel Medical, pursuant to 18 NYCRR §§ 504.8(d), 518.7; 42 C.F.R. § 455.23; NY Public Health Law §§ 31, 32; and NY Soc. Serv. Law § 363-a (“Withhold”), and the amount under Withhold (“Withhold Amount”) is being held in escrow by the New York State Office of the State Comptroller and DOH;

**WHEREAS**, pursuant to 18 NYCRR § 505.10 and the New York State Medicaid Program Transportation Manual Policy Guidelines (Version 2019-1), Angel Medical and Chaudhry were only entitled to submit claims for reimbursement for: trips actually conducted; the actual amount of mileage traveled while transporting a Medicaid recipient; the longest mileage traveled when transporting more than one Medicaid recipient; trips supported by contemporaneous and detailed documentation; and for tolls actually incurred in the course of providing transportation service to Medicaid recipients;

**WHEREAS**, the State has determined that Angel Medical and Chaudhry engaged in the following conduct (the “Covered Conduct”) during the Relevant Period:

- A. Angel Medical and Chaudhry submitted claims for transportation services that did not in fact occur;
- B. Angel Medical and Chaudhry submitted claims for transportation services that were significantly shorter, in terms of mileage, than those to which they attested;
- C. Angel Medical and Chaudhry submitted claims for payment for the transportation of multiple individuals, despite having conducted only a single trip (group ride)

transporting those individuals together;

- D. In violation of 18 NYCRR § 504.3(a) and 517.3(b), Angel Medical and Chaudhry submitted claims for transportation services for which they did not maintain contemporaneous and detailed documentation;
- E. Angel Medical and Chaudhry submitted claims to reimburse toll payments for tolls that Angel Medical did not in fact incur; and
- F. Angel Medical and Chaudhry submitted claims for transportation services that were provided by drivers whose New York State driver's licenses were suspended; and
- G. As a result of the foregoing, Angel Medical and Chaudhry received payments to which they were not entitled.

**WHEREAS**, as a result of the Covered Conduct, Angel Medical and Chaudhry caused the State to suffer damages of at least the amount to be repaid under this Agreement; and

**WHEREAS**, Angel Medical and Chaudhry wish to resolve their civil liability for the Covered Conduct.

**NOW, THEREFORE**, in consideration of the mutual covenants and undertakings set forth herein, the Parties agree as follows:

1. Angel Medical and Chaudhry admit, acknowledge, and accept responsibility for the Covered Conduct.
2. As repayment to the State for the Covered Conduct and to resolve any claims related to the Covered Conduct, Angel Medical and Chaudhry shall pay to the State a total of One Million One Hundred Thousand Dollars (\$1,100,000.00) (the "Settlement Amount"), plus interest at a rate of 5% per annum from the Effective Date of this Agreement (as defined in Paragraph 27 below) to the date of the final payment by electronic funds transfer pursuant to written instructions to be provided by MFCU, pursuant to the conditions set forth below.

(a) *Initial Payment*

- i. Upon execution of this Agreement, Angel Medical and/or Chaudhry shall pay to the State by certified check, bank check, attorney escrow check, money order, or wire transfer the sum of Ten Thousand Dollars (\$10,000) (“Initial Payment”); and

(b) *Withhold Payment*

- i. Angel Medical and Chaudhry consent to the transfer and payment to the State of the total Withhold Amount, which as of January 23, 2025, totaled Seven Hundred Thirty Nine Thousand and Six Hundred Thirty Seven Dollars and Fifty Seven Cents (\$739,637.57) in partial satisfaction of the Settlement Amount, and further waive any and all right, title, or interest that they have to the Withhold Amount;
- ii. MFCU will request that DOH transfer the Withhold Amount to MFCU as soon as practicable pursuant to this Agreement, and Angel Medical and Chaudhry agree to cooperate with MFCU, Office of the Medicaid Inspector General (“OMIG”), and DOH and other representatives of the State in effectuating the transfer of the Withhold Amount to the State, including but not limited to, executing any documents necessary to effectuate the transfer;
- iii. All Withhold funds transferred and paid to the State shall be applied and credited toward Angel Medical’s payment of the total Settlement Amount;
- iv. If any Withhold funds are transferred or paid by DOH directly to Angel Medical before Angel Medical’s and/or Chaudhry’s full payment of the total Settlement Amount, Angel Medical and Chaudhry agree to notify the State immediately and to remit all Withhold funds received by Angel Medical and/or Chaudhry to

MFCU by wire transfer or certified check within five (5) business days of the receipt of such funds. Once received by MFCU, these funds will be credited and applied toward payment of the total Settlement Amount;

- v. After it receives the Withhold Amount, MFCU will provide written notice (the “Written Notice”) to Angel Medical and Chaudhry of the total Withhold Amount received by the State as of the date of the Written Notice, by sending the Written Notice via email to counsel for Angel Medical and Chaudhry.

(c) *Remaining Balance:*

- i. In addition to the Initial Payment and the Withhold Amount described above, Angel Medical and Chaudhry shall pay to the State the Remaining Balance, which, as of January 23, 2025, was Three Hundred Sixty Thousand Three Hundred Sixty Two Dollars and Forty Three Cents (\$360,362.43), plus applicable interest, defined in paragraph 2 (“Remaining Balance”), as set forth below;
- ii. Angel Medical and Chaudhry agree that under existing administrative claims withholding procedures, DOH shall withhold Medicaid reimbursement payments validly due and payable to Angel Medical at the rate of fifteen percent (15%) (“the Monthly Withhold Amount”) and hold such amounts in escrow until the total accrued Monthly Withhold Amount equals the Remaining Balance in full;
- iii. In the event that Angel Medical has not accrued sufficient valid claims for the Monthly Withhold Amount to reach or exceed the following sums during each of the following three years, or DOH is otherwise unable to administer such claims for a given calendar month, until the balance of the Settlement Amount

is satisfied, then Angel Medical and Chaudhry agree to pay to the State the difference between:

1. \$5,000 and the Monthly Withhold Amount for such calendar month for the first year following the Effective Date, as demanded by the State in writing to Angel Medical and Chaudhry, within ten (10) business days of the date on the State's notice;
  2. \$10,000 and the Monthly Withhold Amount for such calendar month for the second year following the Effective Date, as demanded by the State in writing to Angel Medical and Chaudhry, within ten (10) business days of the date on the State's notice; and
  3. \$15,000 and the Monthly Withhold Amount for such calendar month for all years thereafter, as demanded by the State in writing to Angel Medical and Chaudhry, within ten (10) business days of the date on the State's notice,
- iv. ChaudhryChaudhryIn the event that Angel Medical withdraws, or is disqualified, from participation in the Medicaid Program, or is the subject of a bankruptcy filing, the entire unpaid balance of the Settlement Amount shall become immediately due and payable;
- v. Angel Medical and Chaudhry hereby consent to the transfer and payment of the total accrued Monthly Withhold Amount by DOH to MFCU at such time as that accrued amount will satisfy the remaining balance of the Settlement Amount.
- vi. Angel Medical and Chaudhry agree to cooperate with MFCU, DOH, and other representatives of the State, as necessary, in effectuating the transfer of the total accrued Monthly Withhold Amount, including but not limited to, executing any

documents necessary to effectuate the transfer.

3. Of the Settlement Amount, Five Hundred Fifty Thousand dollars (\$550,000.00) is restitution.

4. In consideration for the State's agreement to accept transfer and payment of the Withhold Amount and the Remaining Balance as delineated in Paragraphs 2(b) and (c) above, Angel Medical and Chaudhry will execute an Affidavit of Confession of Judgment in the amount of One Million One Hundred Thousand dollars (\$1,100,000.00) plus applicable interest as defined above in Paragraph 2, in the form annexed as Exhibit A, simultaneously with the execution of this Agreement. Angel Medical and Chaudhry consent to the filing of said Confession of Judgment and entry of judgment thereon (the "Judgment") without further notice, less any monies received, plus all costs of collection, excluding attorney's fees and other proper relief, without further notice to Angel Medical and Chaudhry. The State shall forbear from executing upon said Judgment as long as Angel Medical and Chaudhry are current on all payments due under this Agreement.

5. In the event that Angel Medical and/or Chaudhry, together, fail to comply with the terms and conditions as set forth herein, in whole or in part, Angel Medical and Chaudhry shall be in default of this Agreement ("Default"). The State will provide written notice of the Default, to be sent by first-class mail to the undersigned attorney for Angel Medical and Chaudhry. Angel Medical and Chaudhry shall have the opportunity to cure such Default within ten (10) business days from the date of receipt of such notice (the "Cure Period"). If Angel Medical and Chaudhry fail to cure the Default within the Cure Period ("Uncured Default"), the remaining unpaid balance of the Settlement Amount shall become immediately due and payable, and interest shall accrue at the rate of five percent (5%) per annum compounded daily from the date of Default on the remaining unpaid total balance. In the event of an Uncured Default, the State, at its sole option, may:

- (a) Execute upon the Confession of Judgment provided under Paragraph 4, above;
- (b) Retain any payments previously made, rescind this Agreement, and bring any civil and/or administrative claim, action, or proceeding against Angel Medical and/or Chaudhry for the claims that would be otherwise covered by the release in Paragraph 9, with any new recovery reduced by the amount of any payments previously made to the State by Angel Medical and/or Chaudhry;
- (c) Offset the remaining unpaid balance from any amounts due and owing to Angel Medical and/or Chaudhry by any department, agency, or agent of the State at the time of Default;
- (d) Seek specific performance of the Agreement by Angel Medical and/or Chaudhry;
- (e) Exercise any other rights granted by law, or under the terms of this Agreement, or recognizable at common law or in equity, including referral of this matter for private collection.

6. Acceptance by the State of late payment with interest shall not cure any other Default hereunder. Angel Medical and Chaudhry agree not to contest any consent judgment, offset, recoupment, and/or collection action undertaken by the State pursuant to this paragraph, either administratively or in any state or federal court.

7. In the event that the State seeks remedies for collection or enforcement of Angel Medical and Chaudhry's obligations hereunder, and the State substantially prevails in its collection or enforcement action, Angel Medical and Chaudhry shall be responsible for all costs and expenses incurred by the State in connection with that action.

8. In the event the State opts to rescind this Agreement pursuant to Paragraph 5(b) above, Angel Medical and Chaudhry expressly agree not to plead, argue, or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel, res judicata, or similar



theories to any civil or administrative claims that relate to the Covered Conduct, except to the extent such defenses were available to Angel Medical and Chaudhry on the Effective Date of this Agreement, as defined in Paragraph 27, below.

## **RELEASES**

9. Subject to the exceptions in Paragraph 10 below (concerning excluded claims) and Paragraph 15 below (concerning bankruptcy proceedings commenced within 91 days of the Effective Date of this Agreement) respectively, and conditioned upon the State's receipt of the total Settlement Amount, the State releases Angel Medical and Chaudhry, and all predecessors, successors, members, assigns, and corporations of Angel Medical from any civil monetary causes of action that the State has for the Covered Conduct under the New York State False Claims Act, N.Y. State Fin. Law §§ 187 *et seq.*, Social Services Law § 145-b, New York Executive Law § 63(12), New York Executive Law § 63-c, and the common law theories of payment by unjust enrichment, fraud, and breach of contract.

10. Notwithstanding the release given in Paragraph 9 of this Agreement, or any other term of this Agreement, the State specifically does not release any person or entity from any of the following liabilities:

- (a) Any civil, criminal, or administrative liability arising under State tax codes;
- (b) Any criminal liability;
- (c) Any administrative liability, including mandatory or permissive exclusion from the State's Medicaid Program;
- (d) Any civil or administrative liability that Angel Medical has or may have to the State or to individual consumers or State program payors under any statute, regulation, or rule not expressly covered by the releases given in Paragraph 9 above, including but

not limited to, any and all claims involving unfair and/or deceptive acts and practices and/or violations of consumer protection laws;

- (e) Any liability to the State (or its agencies) for any conduct other than the Covered Conduct;
- (f) Any liability for personal injury, patient abuse or neglect, arising from the Covered Conduct;
- (g) Any liability of individuals other than Chaudhry;
- (h) Any liability which may be asserted by or on behalf of any payor or insurer paid by the State's Medicaid Program on a capitated basis, other than liability of Angel Medical and Chaudhry to the State for the Covered Conduct; and
- (i) Any liability based upon obligations created by this Agreement.

11. Angel Medical and Chaudhry waive and shall not assert any defenses that may be based, in whole or in part, upon a contention under the Double Jeopardy Clause of the Fifth Amendment of the Constitution or the Excessive Fines Clause of the Eighth Amendment of the Constitution that they may have to criminal prosecution or administrative action for the Covered Conduct, and assent that this Agreement bars a remedy sought in such criminal prosecution or administrative action.

12. Angel Medical, including any and all predecessors, successors, and members, together with their current and former officers, directors, trustees, servants, employees, and assigns, and Chaudhry, fully and finally release the State, its agencies, officers, agents, employees, and servants, from any claims (including attorney's fees, costs, and expenses of every kind and however denominated) that Angel Medical and/or Chaudhry have asserted, could have asserted, or may assert in the future against the State, its agencies, officers, agents, employees, and servants, related to the Covered Conduct, and the State's investigation and prosecution thereof.

## **INTEGRITY OBLIGATIONS**

13. The Parties acknowledge that a primary purpose of this Agreement is to promote compliance with the statutes, regulations, and written directives of the Medicaid Program. To further that objective, Angel Medical and Chaudhry:

- (a) Agree to utilize the New York State Department of Motor Vehicles License Event Notification System (“LENS”) to timely assess the driver’s licensure status and driving qualifications of all individuals who provide transportation services for Angel Medical (“Angel Medical Drivers”); and
- (b) Acknowledge that they have reviewed, and are required to comply with, the rules and regulations of the Medicaid Program, including but not limited to, those applicable to transportation providers as set forth in 18 NYCRR § 505.10 and the New York State Medicaid Program Transportation Manual Policy Guidelines. Angel Medical and Chaudhry further agree that they shall not engage, or attempt to engage, in violations of any applicable law, regulation, or Medicaid guideline, including but not limited to 18 NYCRR § 515.2 and 18 NYCRR §§ 504.3, 517.3(b), 505.10(e)(4), 510.10(6)(iii), and those provisions of the Transportation Manual Policy Guidelines governing the submission of claims for reimbursement for mileage incurred, tolls incurred, and group rides.

## **OTHER PROVISIONS**

14. Angel Medical and Chaudhry acknowledge the following:
- (a) Angel Medical and Chaudhry warrant that they have reviewed Angel Medical’s financial situation and that it is solvent within the meaning of 11 U.S.C. §§ 547(b)(3) and 548(a)(1)(B)(ii)(I) and shall remain solvent following its payment to the State of the Settlement Amount.

- (b) In evaluating whether to execute this Agreement, the Parties intend that the mutual promises, covenants, and obligations set forth constitute a contemporaneous exchange for new value given to Angel Medical and/or Chaudhry, within the meaning of 11 U.S.C. § 547(c)(1), and the Parties conclude that these mutual promises, covenants, and obligations do, in fact, constitute such contemporaneous exchange.
- (c) The mutual promises, covenants, and obligations set forth herein are intended by the Parties to and do, in fact, represent a reasonably equivalent exchange of value.
- (d) The Parties do not intend to hinder, delay, or defraud any entity to which Angel Medical and/or Chaudhry was or became indebted to on or after the date of this transfer, all within the meaning of 11 U.S.C. § 548(a)(1).

15. If within ninety-one (91) days of the date of this Agreement or any payment made under this Agreement, Angel Medical and/or Chaudhry commences any case, action, or other proceeding under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors or a third party commences any case, action, or other proceeding under any law related to bankruptcy, insolvency, reorganization, or relief of debtors (a) seeking an order for relief of Angel Medical and/or Chaudhry's debts, or seeking to adjudicate Angel Medical or Chaudhry as bankrupt or insolvent; or (b) seeking appointment of a receiver, trustee, custodian, or other similar official for all or part of any of Angel Medical and Chaudhry's, Angel Medical and Chaudhry agree as follows:

- (a) The obligations of Angel Medical and Chaudhry under this Agreement may not be avoided pursuant to 11 U.S.C. § 547, and they shall not argue or otherwise take the position in any such case, action, or proceeding that (i) their obligations under this Agreement may be avoided under 11 U.S.C. § 547; (ii) they were insolvent at the time this Agreement was entered into, or became insolvent as a result of payments made to the State pursuant to this Agreement; or (iii) the mutual promises, covenants, and

obligations set forth in this Agreement do not constitute a contemporaneous exchange for new value given to Angel Medical and Chaudhry.

- (b) If the obligations of Angel Medical and Chaudhry under this Agreement are avoided for any reason, including, but not limited to, through the exercise of a trustee's avoidance powers under the Bankruptcy Code, the State, at its option, may rescind the releases in this Agreement and bring any civil and/or administrative claim, action, or proceeding against Angel Medical and Chaudhry for the claims that would otherwise be covered by the releases in Paragraph 9 above. Angel Medical and Chaudhry agree that (i) any such claim, action, or proceeding brought by the State would not be subject to an "automatic stay" pursuant to 11 U.S.C. § 362(a) as a result of the case, action, or proceeding described in the first sentence of this Paragraph, and Angel Medical and Chaudhry shall not argue or otherwise contend that the State's claim, action, or proceeding is subject to an automatic stay; (ii) Angel Medical and Chaudhry shall not plead, argue, or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel, or similar theories, to any claim, action, or proceeding that is brought by the State within 60 calendar days of written notification to Angel Medical and Chaudhry that the releases have been rescinded pursuant to this Paragraph; and (iii) the State has a valid, noncontingent claim against Angel Medical and Chaudhry in the amount of One Million Six Hundred Fifty Thousand Dollars (\$1,650,000) and the State may pursue its claim in the case, action, or proceeding described in the first sentence of this Paragraph, as well as in any other case, action, or proceeding.
- (c) Angel Medical and Chaudhry acknowledge that the agreements in this Paragraph are provided in exchange for valuable consideration provided in this Agreement.

16. Angel Medical and Chaudhry agree to the following:

(a) Unallowable Costs Defined: All costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47; and in Titles XVIII and XIX of the Social Security Act, 42 U.S.C. §§ 1395-1395kkk and 1396-1396w-5; and the regulations and official program directives promulgated thereunder) incurred by or on behalf of Angel Medical or any of its present or former officers, directors, trustees, employees, shareholders, and agents in connection with:

- i. the matters covered by this Agreement;
- ii. the State's audit(s) and civil and any criminal investigation(s) of the matters covered by this Agreement;
- iii. Angel Medical's and Chaudhry's investigation, defense, and corrective actions undertaken in response to the State's audit(s) and civil and any criminal investigation(s) in connection with the matters covered by this Agreement (including attorneys' fees);
- iv. the negotiation and performance of this Agreement; and
- v. the payments Angel Medical and Chaudhry make relating to this Agreement including costs and attorney's fees, implementation of the integrity obligations, are unallowable costs for government contracting purposes and under the Medicaid Program (hereinafter referred to as "Unallowable Costs").

(b) Future Treatment of Unallowable Costs: Unallowable Costs shall be separately determined and accounted for in non-reimbursable cost centers by Angel Medical, and Angel Medical shall not charge such Unallowable Costs directly or indirectly to any contracts with the United States or any State Medicaid program, or seek payment for such Unallowable Costs through any Consolidated Fiscal Report ("CFR"), cost

report, cost statement, information statement, or payment request submitted by Angel Medical or affiliates to the Medicaid Program.

- (c) Treatment of Unallowable Costs Previously Submitted for Payment: Angel Medical and Chaudhry further agree that within ninety (90) days of the Effective Date of this Agreement it shall endeavor in good faith to identify to applicable Medicaid fiscal agents, any Unallowable Costs (as defined in Paragraph 16(a)) included in payments previously sought from any State Medicaid program, including, but not limited to, payments sought in any cost reports, cost statements, information reports, or payment requests already submitted by Angel Medical or any affiliates, and shall request, and agree, that such cost reports, cost statements, information reports, or payment requests, even if already settled, be adjusted to account for the effect of the inclusion of the Unallowable Costs. Angel Medical and Chaudhry agree that the State, at a minimum, shall be entitled to recoup from Angel Medical any overpayment plus applicable interest and penalties as a result of the inclusion of such Unallowable Costs on previously-submitted cost reports, information reports, cost statements, appeals, or requests for payment. Any payments due after the adjustments have been made shall be paid to the State. The State reserves its rights to disagree with any calculations submitted by Angel Medical or any of its affiliates on the effect of inclusion of Unallowable Costs (as defined in this Paragraph) on Angel Medical's or any of their affiliates' CFRs, cost reports, cost statements, or information reports, appeals, or other payment requests. If the State does disagree with any calculations submitted by Angel Medical or its affiliates as outlined above, then the State and Angel Medical and Chaudhry shall confer in good faith in an effort to come to a

resolution regarding such calculations. In the event that a resolution cannot be reached, the State reserves its rights to take any action it deems appropriate.

- (d) Nothing in this Agreement shall constitute a waiver of the rights of the State to audit, examine, or re-examine the books and records of Angel Medical to determine that no Unallowable Costs have been claimed in accordance with the provisions of this Paragraph.

17. This Agreement shall be binding on all successors, transferees, heirs, and assigns of Chaudhry and Angel Medical.

18. This Agreement constitutes the complete and full agreement between the Parties with respect to this matter, and it may not be changed in any respect, except by a writing duly executed by the Parties or their authorized representatives.

19. Each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

20. This Agreement is intended for the benefit of the Parties only. The Parties do not release any claims against any other person or entity, except to the extent provided for in Paragraph 23 (waiver for beneficiaries).

21. Angel Medical agrees that it waives and shall not seek payment for any of the billings based upon claims defined as Covered Conduct from any individual health care beneficiaries or their parents, sponsors, legally responsible individuals, or third-party payors.

22. Angel Medical and Chaudhry agree not to submit any further claim or to resubmit to any state payor any previously denied claims, or cause any further claim or adjustment to be submitted or resubmitted, related to the Covered Conduct, and agree not to appeal any such denials of claims.

23. Angel Medical and Chaudhry waive any claim for any tax rebate or refund, or other governmental payment, from the State, until the Settlement Amount is satisfied. In the State's sole



discretion, the State may recoup or offset any such payment without further notice to Angel Medical and/or Chaudhry for credit toward the Settlement Amount.

24. Angel Medical and Chaudhry agree not to take any action or to make or permit to be made any public statement denying, directly or indirectly, any finding in this Agreement or creating the impression that this Agreement is without factual basis. Nothing in this Paragraph affects Angel Medical's and/or Chaudhry's (a) testimonial obligations or (b) right to take contrary legal or factual positions in defense of litigation or other proceedings to which the Attorney General is not a party.

25. All payments due to the State hereunder shall be made by certified check, bank check, money order, or wire transfer payable to the "New York State Medicaid Fraud Control Unit Restitution Fund." All non-electronic payments shall be delivered to the Medicaid Fraud Control Unit, Finance Department, 13th Floor, 28 Liberty Street, New York, New York 10005.

26. Any notices pursuant to this Agreement shall be in writing and shall, unless expressly provided otherwise herein, be given by hand delivery, express courier and/or email followed by postage prepaid first-class mail, and addressed as follows:

TO THE STATE:

New York State Office of the Attorney General  
Medicaid Fraud Control Unit  
The Capitol  
Albany, NY 12224  
Telephone: (518) 533-6011  
MFCUNotices@ag.ny.gov

TO ANGEL MEDICAL and CHAUDHRY:

Jennie Shufelt, Esq.  
Meliora Law  
316 Delaware Ave, Suite 25  
Delmar, NY 12054  
Telephone: (518) 219-6950  
jshufelt@meliorafirm.com

27. The effective date of this Agreement shall be the date of the signature of the last signatory to this Agreement (“Effective Date”).

28. This Agreement shall be deemed to have been mutually prepared by the Parties hereto and shall not be construed against any of them solely by reason of authorship.

29. Angel Medical and Chaudhry acknowledge that they have entered this Agreement freely, voluntarily, and upon due deliberation, with the advice of counsel and without coercion or duress.

30. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to choice of law or conflict of laws principles. The Parties consent to the jurisdiction of the Supreme Court of the State of New York, Albany County, and any other county in which Angel Medical conducts business, in any action by the State to enforce or interpret this Agreement.

31. Any failure by the State to insist upon the strict performance of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof, and the State, notwithstanding that failure, shall have the right thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

32. The undersigned represent and warrant that they are fully authorized to execute this Agreement on behalf of the persons and entities indicated below.

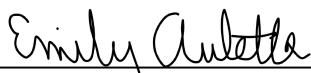
33. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

**WHEREFORE**, the Parties have read the foregoing Agreement and accept and agree to the provisions contained herein and hereby have caused this Agreement to be signed as of the day and date adjacent to their signature.


**THE STATE OF NEW YORK**

LETITIA JAMES


*Attorney General of the State of New York*

By:  Dated: March 6, 2025  
Emily L. Auletta  
Special Assistant Attorney General  
Medicaid Fraud Control Unit  
The Capitol  
Albany, New York 12224  
Tel: (518) 776-2342  
E: emily.auletta@ag.ny.gov

**MOHAMMAD CHAUDHRY, Individually and as owner/operator of Angel Medical Transportation Inc.**

By:  Dated: 04/02/2025  
Mohammad Chaudhry (Feb 5, 2025 00:47 GMT+5)  
Mohammad Chaudhry

*Approved as to Form*

By:  Dated: 3.6.2025  
Jennie Shufelt, Esq.  
Meliora Law  
316 Delaware Ave, Suite 25  
Delmar, NY 12054  
Telephone: (518) 219-6950  
jshufelt@meliorafirm.com

*Counsel for Mohammad Chaudhry, individually, and Angel Medical Transportation Inc.*

# EXHIBIT A

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF ALBANY

THE STATE OF NEW YORK, by LETITIA JAMES,  
Attorney General of the State of New York,  
Plaintiff,

- against -

ANGEL MEDICAL TRANSPORTATION INC. and  
MOHAMMAD CHAUDHRY,

Defendant.

**AFFIDAVIT OF CONFESSION  
OF JUDGMENT**

STATE OF NEW YORK                    )  
  ) ss.:  
COUNTY OF ALBANY                 )

MOHAMMAD CHAUDHRY, being duly sworn, deposes and says:

1. I am the individual named above and I reside in Albany County, New York.
2. I am doing business as Angel Medical Transportation Inc. and as such, I am authorized to execute this Affidavit of Confession of Judgment on behalf of Angel Medical Transportation Inc.
3. I hereby confess judgment, individually and on behalf of Angel Medical Transportation Inc., pursuant to CPLR § 3218, in favor of Plaintiff, State of New York, against myself and authorize entry thereof in Albany County, and in any county in which I own property, in the sum of One Million and One Hundred Thousand Dollars (\$1,100,000.00), plus interest at a rate of 9% per annum from March 6, 2025.
4. This confession of judgment is for a debt justly due to Plaintiff, the State of New York, arising out of the acts set forth in the attached Settlement Agreement, which I executed on February 4, 2025 in my individual capacity, and on behalf of Angel Medical Transportation Inc. As a result of the conduct described in the Settlement Agreement, I caused claims to be submitted to the New York State Medicaid Program for which I received, or caused others to receive, amounts that were not legally due. As a result, the New York State Medicaid Program was harmed.
5. I authorize entry of judgment against Angel Medical Transportation Inc., and me, individually, in Albany County, jointly and severally, in the State of New York, and in any county in which I own property, in the amount of One Million and One Hundred Thousand Dollars (\$1,100,000.00), less any payments paid pursuant to the Settlement

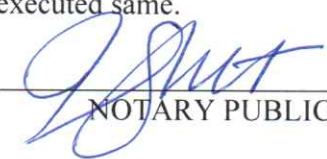
Agreement, plus interest as described in Paragraph 3, above, without further notice at any time.

  
\_\_\_\_\_  
MOHAMMAD CHAUDHRY

STATE OF NEW YORK, COUNTY OF ALBANY ss.:

On May 2, 2025, before me personally came Mohammad Chaudhry, to me known, and known to me to be the individual described in, and who executed the above instrument, and acknowledged to me that he executed same.


JENNIE LYNN SHUFELT  
Notary Public, State of New York  
No. 02SH6237756  
Qualified In Albany County  
Commission Expires March 28, 2027

  
\_\_\_\_\_  
NOTARY PUBLIC

STATE OF NEW YORK, COUNTY OF ALBANY ss.:

On May 2, 2025, before me personally came Mohammad Chaudhry, to me known, who being by me duly sworn, did depose and say that he resides in Albany County, New York; that he is the owner of Angel Medical Transportation Inc., the company that is described in and that executed the above instrument; and that he is duly authorized to sign his name thereto and did so in such capacity.

JENNIE LYNN SHUFELT  
Notary Public, State of New York  
No. 02SH6237756  
Qualified In Albany County  
Commission Expires March 28, 2027

  
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NOTARY PUBLIC