

STATE OF NEW YORK  
OFFICE OF THE ATTORNEY GENERAL LETITIA JAMES  
-----X

In the Matter of:

AGAPE LUXURY CORP. and;

MARIO SENA  
-----X

**SETTLEMENT AGREEMENT**

**THIS SETTLEMENT AGREEMENT** (the “Agreement”) is entered into among the State of New York (the “State”), by the Office of the Attorney General, through the Medicaid Fraud Control Unit (“MFCU”), and AGAPE LUXURY CORP. (“AGAPE”) and MARIO SENA (“SENA”), as the owner and operator of AGAPE. The State, AGAPE, and SENA shall be collectively referred to herein as the “Parties.”

**WHEREAS**, AGAPE is a corporation organized under the laws of the State of New York with its principal place of business at 560 Southern Boulevard, Bronx, New York 10455;

**WHEREAS**, AGAPE is enrolled as a provider of medical services in the New York State Medical Assistance Program (the “Medicaid Program” or “Medicaid”), 42 U.S.C. §§ 1396 *et seq.*, under Provider ID #03537666 and NPI No. #1629326616; and as such, provides transportation services for Medicaid recipients traveling to or from providers furnishing medical services paid for by Medicaid;

**WHEREAS**, SENA is the sole owner of AGAPE;

**WHEREAS**, during all times relevant to this Agreement, AGAPE and SENA executed annual Certification Statements For Provider Billing Medicaid through the State’s Medicaid Fiscal Agent (“Certification Statements”), pursuant to 18 NYCRR §§ 504.1 (b)(1), 504.9, certifying that

all claims that AGAPE and SENA submitted for reimbursement to Medicaid were made in full compliance with applicable federal and state laws and regulations and pertinent provisions of the eMedNY Provider Manual and all revisions thereto, and that AGAPE and SENA understood and agreed that they would be subject to and bound by all rules, regulations, policies, standards, fee codes, and procedures of the New York State Department of Health (“NYSDOH”) and the Office of the Medicaid Inspector General (“OMIG”) as set forth in statute or title 18 of the Official Compilation of Codes, Rules and Regulations of New York State and other publications of NYSDOH, including eMedNY Provider Manuals and other official bulletins of NYSDOH;

**WHEREAS**, pursuant to 18 NYCRR §§ 505.10, 510.10(6)(iii), and § 515.2 (b)(6); 35 RCNY § 59B-20; and the New York State Medicaid Program Transportation Manual Policy Guidelines (Versions 2018-1; 2018-2; 2018-3; 2018-4; 2018-5; 2019-1; 2019-2; 2019-3; 2019-4; 2019-5; 2020-1; 2020-2; 2020-3; 2020-4; 2020-5; 2021-1; 2021-2; 2021-3; 2021-4; 2021-5; 2022-1; 2022-2; 2022-3; 2022-4; 2022-5), AGAPE and SENA were only entitled to submit claims for: trips actually conducted; the actual amount of mileage traveled while transporting a Medicaid recipient; trips conducted when AGAPE was in full compliance with New York City Taxi and Limousine Commission (TLC) requirements for legal operation; and trips supported by contemporaneous and detailed documentation;

**WHEREAS**, MFCU conducted an investigation of AGAPE and SENA and determined that between January 1, 2018, and December 31, 2022 (hereinafter the “Relevant Period”), AGAPE and SENA presented claims for payment for transportation services and received payment to which AGAPE was not entitled, and Medicaid relied upon such claims to pay AGAPE;

**WHEREAS**, MFCU has determined that AGAPE and SENA engaged in the following conduct (the “Covered Conduct”) during the Relevant Period, for which AGAPE and SENA received payments to which they were not entitled from Medicaid:

- a. AGAPE LUXURY and SENA submitted claims for transportation services that were not performed as described in the claim.
- b. AGAPE LUXURY and SENA submitted claims for transportation services without timely reporting the trips on a monthly basis to the New York City Taxi and Limousine Commission (TLC) as required by 35 NYCRR § 59B-19;

**WHEREAS**, as a result of the Covered Conduct, AGAPE and SENA caused the State to suffer damages for the amount of \$2,450,000 to be repaid under this Agreement;

**WHEREAS**, the State has certain civil claims against AGAPE and SENA as a result of the Covered Conduct, including under N.Y. Executive Law § 63-c, and the common law;

**WHEREAS**, AGAPE and SENA 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:

### **TERMS AND CONDITIONS**

1. AGAPE and SENA 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, AGAPE and SENA shall pay to the State a total of Two Million Four Hundred Fifty Thousand Dollars (\$2,450,000.00) (the “Settlement Amount”), plus applicable interest, pursuant to the terms set forth herein.

(a) *Initial Payment*

- i. Within seven (7) calendar days of the Effective Date (as defined in Paragraph 33) of this Agreement, AGAPE and SENA shall pay to the State by wire transfer the sum of Three Hundred and Fifty Thousand Dollars (\$350,000.00) (“Initial Payment”). The remaining portion of the Settlement Amount, plus applicable interest, following AGAPE and SENA’s Initial Payment shall be referred to herein as the “Remaining Settlement Amount.”

(b) *Subsequent Payments*

- i. AGAPE and SENA shall pay the Remaining Settlement Amount, plus interest, at the rate of nine percent (9%) per annum from the Effective Date, through 14 equal monthly payments of \$150,000, commencing on August 1, 2025, through September 1, 2026, in accordance with the schedule attached hereto as Appendix A, which Schedule is expressly incorporated herein by reference.
- ii. In the event that AGAPE is the subject of a bankruptcy filing, the entire unpaid Remaining Settlement Amount shall become immediately due and payable, plus an interest rate of nine percent (9%), starting from the date of any bankruptcy filing of which either AGAPE or SENA is subject to, is filed.

3. Notwithstanding any of the foregoing provisions, the Remaining Settlement Amount may be prepaid, in whole or in part, without penalty or premium (“Prepayment”). In the event that AGAPE and/or SENA make any Prepayment pursuant to this Paragraph, the State shall recalculate the Remaining Settlement Amount due in accordance with this Agreement and provide notice of the same to AGAPE and SENA pursuant to the provisions of Paragraph 32, as well as to DOH and OMIG.

4. In consideration of permitting AGAPE and SENA to make payments towards the Remaining Settlement Amount over time, AGAPE and SENA shall provide the State with an Affidavit of Confession of Judgment (“COJ”) in the form attached hereto as Exhibit 1 at the time of the execution of this Agreement. AGAPE and SENA consent to the filing of said Confession of Judgment and entry of judgment thereon without further notice.

5. AGAPE and SENA shall be in default of this Agreement if they fail to comply with the terms and conditions as set forth herein, in whole or in part, including but not limited to failure to pay the Remaining Settlement Amount, including a failure to pay all or any portion of each installment on or before its respective due date (“Default”). In the event of Default, the State will provide written notice of any such Default, to be sent by email and first-class U.S. mail to the undersigned attorney for AGAPE and SENA, who will then have thirty (30) days to cure the Default (the “Cure Period”). If AGAPE and/or SENA fail to cure the Default within the Cure Period (“Uncured Default”), the entire Settlement Amount Balance shall be immediately due and payable, and interest of nine percent (9%) per annum, shall accrue thereon from the Effective Date in accordance with the provisions of this Agreement.

6. In the event of an Uncured Default, the State, at its option, may: (a) rescind this Agreement or seek specific performance of this Agreement; (b) offset the Settlement Amount Balance from any amounts due and owing to AGAPE and/or SENA by any department, agency, or agent of the State as of the time of Default; (c) file a civil action for the Covered Conduct, seeking damages less any amounts paid hereunder; and/or (d) execute on the COJ.

7. Notwithstanding the foregoing, in the event of Uncured Default as defined in Paragraph 5, above, the State through the Office of the Medicaid Inspector General (“OMIG”), may exclude AGAPE and/or SENA from participating in all state-funded health care programs

until AGAPE and/or SENA cure the Default; provided, however, that so long as AGAPE and/or SENA are not in Default of this Agreement, as defined in Paragraph 5, above, MFCU will not recommend or request that any federal or state agency exclude AGAPE and/or SENA from participation in any federal or state-funded health care program based upon information available to MFCU as of the date of this Agreement. AGAPE and SENA will not contest exclusion on the basis of the Uncured Default either administratively or in any state or federal court. The option of exclusion for an Uncured Default as set forth in this Paragraph is in addition to, and not in lieu of, the options otherwise identified in this Agreement or available to the State in the event of Uncured Default.

8. AGAPE and SENA shall not contest any offset imposed or any collection action undertaken by the State pursuant to Paragraph 6, either administratively or in any state or federal court. In addition, AGAPE and SENA shall pay the State all reasonable costs of collection and enforcement under Paragraph 6, including reasonable attorneys' fees and expenses. In the event that the State opts to rescind this Agreement, AGAPE and SENA shall not plead, argue, or otherwise raise any defenses under theories of statutes of limitations, laches, estoppel, or similar theories, to any civil or administrative claims that relate to the Covered Conduct, except to the extent such defenses were available as of the Effective Date. Acceptance by the State of late payment with interest shall not cure any other default hereunder.

9. AGAPE and SENA shall be jointly and severally liable for the Settlement Amount, plus applicable interest, and all payments due pursuant to this Agreement.

10. Subject to the provisions in Paragraph 11 below (concerning reserved claims) and Paragraph 17 below (concerning bankruptcy proceedings commenced within 91 days of the Effective Date of this Agreement), and conditioned upon the State's receipt of the full Settlement

Amount, by AGAPE and SENA, the State releases AGAPE and all predecessors, successors, members, assigns, and affiliates and SENA from any civil monetary claim against AGAPE and SENA for the Covered Conduct under New York Executive Law § 63-c, and the common law theories of payment by unjust enrichment, and breach of contract.

11. Notwithstanding the releases given in this Agreement, or any other term of this Agreement, the State specifically does not release:

- a. Any liability arising under state tax law;
- b. Any criminal liability;
- c. Any administrative liability, including mandatory or permissive exclusion from the State's Medicaid Program;
- d. Any liability that AGAPE and/or SENA have 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 in Paragraph 10 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 pursuant to New York State Finance Law §§ 187, *et seq.*; Executive Law § 63(12); Social Services Law § 145-b; disgorgement; or fraud;
- f. Any liability to the State (or its agencies) for any conduct other than the Covered Conduct;
- g. Any liability for personal injury, patient abuse, or neglect, arising from the Covered Conduct;
- h. Any liability of individuals other than SENA;

- i. Any liability that 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 AGAPE and SENA to the State for the Covered Conduct; and
- j. Any liability based upon obligations created by this Agreement.

12. In consideration of the obligations of the State set forth in this Agreement, AGAPE, including any and all predecessors, successors, and members, together with their current and former officers, directors, trustees, servants, employees, and assigns, and SENA, 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 AGAPE and/or SENA 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.

13. AGAPE and SENA waive the right to raise, based on this Agreement, the Double Jeopardy Clause in the Fifth Amendment and/or the Excessive Fines Clause in the Eighth Amendment to the United States Constitution in any future criminal prosecution or administrative action for the Covered Conduct, and shall not assert that this Agreement bars any remedy sought in any such criminal prosecution or administrative action.

#### **INTEGRITY OBLIGATION**

14. 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, AGAPE and SENA 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, the Office of the Medicaid Inspector General Compliance Program Guidance issues January 2023, as well as Social Services Law § 363-D, which requires that Medicaid providers (as defined in Social Services Law § 363-D(4)) adopt and implement an effective compliance program. AGAPE and SENA further agree that they will keep current with all revisions to the foregoing rules and regulations relevant to non-emergency medical transportation and ensure all employees are trained upon hire and annually as to such obligations. AGAPE and SENA 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, as well as documentation transportation providers are required to maintain, and local regulations transportation providers must follow. AGAPE and SENA further acknowledge that they will fully and promptly cooperate with MFCU with respect to any investigation by MFCU, and/or related proceedings and actions, including but not limited to, producing requested documentation.

#### **OTHER PROVISIONS**

15. The Settlement Amount shall not be decreased as a result of the denial of claims for payment now being withheld from payment by the State Medicaid Program, or any other state payor, for the Covered Conduct, and AGAPE and SENA agree not to resubmit to the State Medicaid Program, or any other state payor, any previously denied claims, which denials were based upon the Covered Conduct, and agree not to appeal or cause the appeal of any such denials of claims.

16. AGAPE and/or SENA shall not seek payment for any claims for reimbursement to the State Medicaid Program covered by this Agreement from any healthcare beneficiaries or their parents, sponsors, legally responsible individuals, or third-party payors.

17. In exchange for valuable consideration provided in this Agreement, AGAPE and SENA acknowledge the following:

- a. AGAPE and SENA warrant that they have reviewed their respective financial situations, and that they are solvent within the meaning of 11 U.S.C. §§ 547(b)(3) and 548(a)(1)(B)(ii)(I) and shall remain solvent following payment to the State of the Settlement Amount, plus interest.
- b. In evaluating whether to execute this Agreement, the Parties intend that the mutual promises, covenants, and obligations set forth herein constitute a contemporaneous exchange for new value given to AGAPE and/or SENA, 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 AGAPE and/or SENA is or became indebted to on or after the date of any transfer contemplated in this Agreement, within the meaning of 11 U.S.C. § 548(a)(1).

- e. If AGAPE's and/or SENA's obligations 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), or if, before the Settlement Amount is paid in full, AGAPE and/or SENA commence a case, proceeding, or other action under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors seeking any order for relief of AGAPE's and/or SENA's debts, or to adjudicate AGAPE and/or SENA as bankrupt or insolvent; or seeking appointment of a receiver, trustee, custodian, or other similar official for AGAPE and/or SENA or for all or any substantial part of AGAPE's and/or SENA's assets, (i) the State may rescind the releases in this Agreement and bring any civil and/or administrative claim, action, or proceeding against AGAPE and/or SENA for the claims that would otherwise be covered by the releases provided above; and (ii) the State has an undisputed, noncontingent, and liquidated allowed claim against AGAPE and SENA in the amount of Settlement Amount Balance (including interest, as described in Paragraph 2), less any payments received pursuant to this Agreement, provided, however, that such payments are not otherwise avoided and recovered from the State by AGAPE and/or SENA, a receiver, trustee, custodian, or other similar official for AGAPE and/or SENA.
- f. AGAPE and SENA agree that any civil and/or administrative claim, action, or proceeding brought by the State under this Paragraph is not subject to an "automatic stay" pursuant to 11 U.S.C. § 362(a) because it would be an exercise of the State's police and regulatory power. AGAPE and SENA shall not argue

or otherwise contend that the State's claim, action, or proceeding is subject to an automatic stay and, to the extent necessary, consent to relief from the automatic stay for cause under 11 U.S.C. § 362(d)(1). AGAPE and SENA waive and shall not plead, argue, or otherwise raise any defenses under the theories of statutes of limitations, laches, estoppel, or similar theories, to any such civil or administrative claim, action, or proceeding brought by the State, except to the extent such defenses were available as of the date of execution of this Agreement.

18. AGAPE and SENA 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. §§ 1395-1395lll and 1396-1396w-5; and the regulations and official program directives promulgated thereunder) incurred by or on behalf of AGAPE, or any of its present or former officers, directors, trustees, employees, shareholders, and agents, and/or SENA, in connection with:
    - i. the matters covered by this Agreement;
    - ii. the State's audit and any civil and/or criminal investigation of the matters covered by this Agreement;
    - iii. the investigation, defense, and corrective actions undertaken by AGAPE and/or SENA in response to the State's audit and any civil and/or criminal investigation in connection with the matters covered by this Agreement (including attorneys' fees);
    - iv. the negotiation and performance of this Agreement; and

- v. the payments that AGAPE and SENA make relating to this Agreement, including costs and attorneys' fees, are unallowable costs for government contracting purposes and under the Medicaid Program ("Unallowable Costs").
- b. Future Treatment of Unallowable Costs: Unallowable Costs shall be separately determined and accounted for in non-reimbursable cost centers by AGAPE and SENA, and AGAPE and SENA shall not charge such Unallowable Costs directly or indirectly to any contracts with the Medicaid Program or seek payment for such Unallowable Costs through any Consolidated Fiscal Report, cost report, cost statement, information statement, or payment request submitted by AGAPE and SENA to the Medicaid Program.
- c. Treatment of Unallowable Costs Previously Submitted for Payment: AGAPE and SENA further agree that, within ninety (90) days of the Effective Date of this Agreement, it shall identify to applicable Medicaid fiscal agents any Unallowable Costs that were included in payments previously sought from the Medicaid Program, including but not limited to payments sought in any cost reports, cost submissions, information reports, or payment requests already submitted by AGAPE and SENA 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. AGAPE and SENA agree that the State, at a minimum, shall be entitled to recoup from AGAPE and SENA any overpayment, plus applicable interest and penalties, as a result of the inclusion of such

Unallowable Costs on previously submitted cost reports, cost statements, information reports, appeals, or requests for payment. Any payments due after the adjustments have been made shall be paid to the State. The State reserves its right to disagree with any calculations submitted by AGAPE and SENA on the effect of inclusion of Unallowable Costs on AGAPE's and SENA's Consolidated Fiscal Reports, cost reports, cost statements, or information reports, appeals, or other payment requests.

- 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 AGAPE and SENA to determine that no Unallowable Costs have been claimed in accordance with the provisions of this Paragraph.

19. AGAPE and SENA will not assert any claim for any tax rebate or refund, or other government payment from the State, until the Settlement Amount (including applicable interest) is satisfied. In the State's sole discretion, the State may recoup or offset any such payment, without further notice to AGAPE and SENA, for credit towards the Settlement Amount plus applicable interest.

20. No provision of this Agreement constitutes an agreement by the State concerning the characterization of the Settlement Amount for purposes of New York Tax Law. AGAPE and SENA shall not deduct or discharge the Settlement Amount as part of their New York State tax obligations.

21. AGAPE and SENA will not submit any insurance claims for the Covered Conduct.

22. AGAPE and SENA 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 AGAPE's and SENA's (a) testimonial obligations, if any, or (b) right to take any good faith legal or factual positions in defense of litigation or other proceedings to which the State is not a party.

23. 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 Supreme Court, New York County, in any action brought by the State to enforce or interpret this Agreement.
24. 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.
25. The undersigned represent and warrant that they are fully authorized to execute this Agreement on behalf of the persons and entities indicated below.
26. 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.
27. The Parties each acknowledge and represent that they have entered into this Agreement freely, voluntarily, and upon due deliberation, with the advice of counsel and without any degree of coercion, duress, or compulsion whatsoever.
28. This Agreement shall be binding on all successors, transferees, heirs, and assigns of AGAPE and SENA.

29. Except as otherwise stated in this Agreement, this Agreement is intended to be for the benefit of the Parties only, and by this instrument the Parties do not release any liability against any other person or entity.
30. Each Party to this Agreement shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.
31. AGAPE and SENA agree to submit any change to AGAPE's corporate address and/or SENA's home address to MFCU in writing within 15 days of such change.
32. All notices pursuant to this Agreement shall be in writing and shall, unless expressly provided otherwise herein, be given by e-mail, followed by hand delivery, overnight delivery by any nationally recognized overnight courier service, or first-class U.S. mail, addressed as follows:

TO THE STATE:

Chief, Civil Enforcement Division  
Medicaid Fraud Control Unit  
New York State Office of the Attorney General  
28 Liberty Street, 13<sup>th</sup> Floor  
New York, NY 10005  
Telephone: (212) 417-5300  
[MFCUNotices@ag.ny.gov](mailto:MFCUNotices@ag.ny.gov)

TO AGAPE LUXURY CORP.:

Pasqualino Russo, Esq.  
Windels, Marx, Lane & Mittendorf, LLP  
156 West 56<sup>th</sup> Street  
New York, New York 10019  
Telephone: (212) 237-1134  
[prusso@windelsmarx.com](mailto:prusso@windelsmarx.com)

33. The effective date of this Agreement shall be the date of the signature of the last signatory to this Agreement ("Effective Date").



34. This Agreement constitutes the complete agreement between the Parties with respect to AGAPE's and SENA's civil liability under the provisions released above, relating to the Covered Conduct, and it may not be changed in any respect, except by a writing duly executed by the Parties or their authorized representatives.

35. Facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

36. 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 date adjacent to their signatures



## EXHIBIT A

**Agape Luxury Corp Payment Schedule at 9%**

	MONTH PAYMENT RECEIVED	PRINCIPAL BALANCE	PRINCIPAL (REPAYMENT)	9.0% ANNUAL INT. PER MONTH	ENDING BALANCE	PRINCIPAL ONLY
1	7/1/2025	2,450,000.00	350,000.00		2,100,000.00	
2	8/1/2025	2,100,000.00	150,000.00	15,750.00	1,965,750.00	134,250.00
3	9/1/2025	1,965,750.00	150,000.00	14,743.13	1,830,493.13	135,256.88
4	10/1/2025	1,830,493.13	150,000.00	13,728.70	1,694,221.82	136,271.30
5	11/1/2025	1,694,221.82	150,000.00	12,706.66	1,556,928.49	137,293.34
6	12/1/2025	1,556,928.49	150,000.00	11,676.96	1,418,605.45	138,323.04
7	1/1/2026	1,418,605.45	150,000.00	10,639.54	1,279,244.99	139,360.46
8	2/1/2026	1,279,244.99	150,000.00	9,594.34	1,138,839.33	140,405.66
9	3/1/2026	1,138,839.33	150,000.00	8,541.29	997,380.62	141,458.71
10	4/1/2026	997,380.62	150,000.00	7,480.35	854,860.98	142,519.65
11	5/1/2026	854,860.98	150,000.00	6,411.46	711,272.44	143,588.54
12	6/1/2026	711,272.44	150,000.00	5,334.54	566,606.98	144,665.46
13	7/1/2026	566,606.98	150,000.00	4,249.55	420,856.53	145,750.45
14	8/1/2026	420,856.53	150,000.00	3,156.42	274,012.96	146,843.58
15	9/1/2026	274,012.96	150,000.00	2,055.10	126,068.05	147,944.90
16	10/1/2026	126,068.05	127,013.56	945.51	0.00	126,068.05

## EXHIBIT 1

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF WESTCHESTER

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

- against -

AGAPE LUXURY CORP. and  
MARIO SENA,


Defendant.

**AFFIDAVIT OF CONFESSION  
OF JUDGMENT**

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

MARIO SENA, being duly sworn, deposes and says:

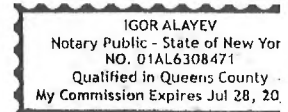
1. I am the individual named above, and I reside in Westchester County, New York.
2. I am doing business as Agape Luxury Corp. and as such, I am authorized to execute this Affidavit of Confession of Judgment on behalf of Agape Luxury Corp.
3. I hereby confess judgment, individually and on behalf of Agape Luxury Corp., pursuant to CPLR § 3218, in favor of Plaintiff, State of New York, against myself and authorize entry thereof in Westchester County, and in any county in which I own property, in the sum of Two Million Four Hundred Fifty Thousand Dollars (\$2,450,000.00), plus interest at a rate of 9% per annum from July 1, 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 June 23, 2025 in my individual capacity, and on behalf of Agape Luxury Corp. 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 Agape Luxury Corp., and me, individually, in Westchester County, jointly and severally, in the State of New York, and in any county in which I own property, in the amount of Two Million Four Hundred Fifty Thousand Dollars (\$2,450,000.00), less any payments paid pursuant to the Settlement Agreement, plus interest as described in Paragraph 3, above, without further notice at any time.

  
\_\_\_\_\_  
MARIO SENA

STATE OF NEW YORK, COUNTY OF Queens ss.:

On 23<sup>rd</sup> of June, 2025, before me personally came MARIO SENA, 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.

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



STATE OF NEW YORK, COUNTY OF Queens ss.:

On June 23, 2025, before me personally came MARIO SENA to me known, who being by me duly sworn, did depose and say that he resides in Westchester County, New York; that he is the owner of Agape Luxury Corp., 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.

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

