

STATE OF NEW YORK
OFFICE OF THE ATTORNEY GENERAL LETITIA JAMES

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In the Matter of:

U.S. TRIPS AND TRADE, INC., AQIB SABIR and
AAMIR SABIR
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SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the "Agreement") reached the 3 day of June, 2025, is by and among the State of New York (the "State"), by the Office of the Attorney General, through the Medicaid Fraud Control Unit ("MFCU"), and U.S. Trips and Trade ("U.S. Trips"), Aqib Sabir, and Aamir Sabir. The State, U.S. Trips, Aqib Sabir, and Aamir Sabir shall be collectively referred to herein as the "Parties."

WHEREAS, U.S. Trips is a corporation organized under the laws of the State of New York with its principal place of business at 561 S. Fulton Avenue, Mount Vernon, NY, 10550 (Westchester County), is a transportation company enrolled in the Medical Assistance Program ("Medicaid") with a provider identification number of 04238895, and as such, provides transportation services for Medicaid recipients traveling to or from providers furnishing medical services paid for by Medicaid;

WHEREAS, Aqib Sabir is owner and operator of U.S. Trips;

WHEREAS, Aamir Sabir is a high managerial agent and operator of U.S. Trips;

WHEREAS, U.S. Trips, Aqib Sabir, and Aamir Sabir 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 U.S. Trips for transportation services;

WHEREAS, during all times relevant to this Agreement, U.S. Trips 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 U.S. Trips 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 U.S. Trips understood and agreed that it would be subject to and bound by all rules, regulations, policies, standards, fee codes, and procedures of 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 and the New York State Medicaid Program Transportation Manual Policy Guidelines (2019 Version at 46) (2016 Version at 46), U.S. Trips, Aqib Sabir, and Aamir Sabir were only entitled to submit claims for reimbursement for the actual amount of toll payments made in the course of providing transportation services to Medicaid recipients;

WHEREAS, MFCU conducted an investigation of U.S. Trips, Aqib Sabir, and Aamir Sabir and determined that, between July 26, 2018, and May 4, 2022 (hereinafter the "Relevant Period"), U.S. Trips, Aqib Sabir, and Aamir Sabir presented claims for payment for transportation services to which it was not entitled, and Medicaid relied upon such claims to pay U.S. Trips;

WHEREAS, the State has determined that U.S. Trips, Aqib Sabir, and Aamir Sabir engaged in the following conduct (the "Covered Conduct") during the Relevant Period:

- a. U.S. Trips, Aqib Sabir, and Aamir Sabir submitted Eleven Thousand Five Hundred and Twenty-Four (11,524) toll reimbursement requests for tolls that it did not in fact incur (“Overcharged Tolls”); and
- b. As a result of the foregoing, U.S. Trips, Aqib Sabir, and Aamir Sabir received payments to which they were not entitled;

WHEREAS, as a result of the Covered Conduct, U.S. Trips, Aqib Sabir, and Aamir Sabir caused the State to suffer damages of at least the amount to be repaid under this Agreement; and

WHEREAS, U.S. Trips, Aqib Sabir, and Aamir Sabir 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. U.S. Trips, Aqib Sabir, and Aamir Sabir admit, acknowledge, and accept responsibility for the Covered Conduct.
2. As repayment to the State for the Covered Conduct and to resolve any and all claims related to the Covered Conduct, U.S. Trips, Aqib Sabir, and Aamir Sabir, shall pay the State the sum of Five Hundred Thousand Dollars (\$500,000.00) (the “Settlement Amount”) within five business days of the Effective Date (as defined in Paragraph 21).
3. The entire Settlement Amount constitutes restitution.

RELEASES

4. Subject to the provisions of Paragraph 11 (concerning excluded claims) below, and conditioned upon the State’s receipt of the Settlement Amount, the State releases U.S. Trips, Aqib Sabir, and Aamir Sabir and all predecessors, successors, members, assigns, and corporations, from

any civil monetary cause of action that the State has 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.

5. Notwithstanding the releases given in Paragraph 6, 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 U.S. Trips, and/or Aqib Sabir, and/or Aamir Sabir 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 given in Paragraph 6 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 the New York False Claims Act, New York State Financial Law § 189, et seq.; Executive Law § 63(12); Social Services Law § 145-b; 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 Aqib Sabir and Aamir Sabir;

- 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 U.S. Trips and Aqib Sabir and Aamir Sabir to the State for the Covered Conduct; and
 - j. Any liability based upon obligations created by this Agreement.
6. U.S. Trips, Aqib Sabir, and Aamir Sabir 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.
7. U.S. Trips, including any and all predecessors, successors, and members, together with their current and former officers, directors, trustees, servants, employees, and assigns, Aqib Sabir and Aamir Sabir, 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 U.S. Trips, Aqib Sabir, and/or Aamir Sabir 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 OBLIGATION

8. 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, Aqib Sabir, Aamir Sabir, and U.S. Trips, 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, 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. Aqib Sabir, Aamir Sabir, and U.S. Trips 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. Aqib Sabir, Aamir Sabir, and U.S. Trips, 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. Aqib Sabir, Aamir Sabir, and U.S. Trips, 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

9. U.S. Trips, Aqib Sabir, and Aamir Sabir acknowledge the following:
 - a. U.S. Trips, Aqib Sabir, and Aamir Sabir warrant that they have reviewed U.S. Trips' 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 U.S. Trips, Aqib Sabir, and Aamir Sabir, 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 U.S. Trips, Aqib Sabir, or Aamir Sabir 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).
- a. U.S. Trips, Aqib Sabir, and Aamir Sabir acknowledge that the agreements in this Paragraph are provided in exchange for valuable consideration provided in this Agreement.

10. U.S. Trips, Aqib Sabir, and Aamir Sabir 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 U.S. Trips, Aqib Sabir and Aamir Sabir or any of their 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. U.S. Trips, Aqib Sabir and Aamir Sabir'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 attorney's fees);

iv. the negotiation and performance of this Agreement; and

v. the payments U.S. Trips, Aqib Sabir and Aamir Sabir made relating to this Agreement including costs and attorney's fees, 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 U.S. Trips, Aqib Sabir, and Aamir Sabir and U.S. Trips, Aqib Sabir, and Aamir Sabir 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 either U.S. Trips, Aqib Sabir, and Aamir Sabir, or any of their affiliates to the Medicaid Programs.

c) Treatment of Unallowable Costs Previously Submitted for Payment: U.S. Trips, Aqib Sabir, and Aamir Sabir further agree that within ninety (90) days of the Effective Date of this Agreement, they shall identify to applicable Medicaid fiscal agents, any Unallowable Costs (as defined in Paragraph 12(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 U.S. Trips, Aqib Sabir, and/or Aamir Sabir 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. U.S. Trips, Aqib Sabir, and Aamir Sabir agree that the State, at a minimum, shall be entitled to recoup from U.S. Trips, Aqib Sabir, and/or Aamir Sabir 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 U.S. Trips, Aqib Sabir, and/or Aamir Sabir or any of their affiliates on the effect of inclusion of Unallowable Costs (as defined in this Paragraph) on U.S. Trips, Aqib Sabir, and/or Aamir Sabir or any of their affiliates' CFRs, 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 U.S. Trips, Aqib Sabir, and Aamir Sabir to determine that no Unallowable Costs have been claimed in accordance with the provisions of this Paragraph.

11. This Agreement is binding on U.S. Trips', and/or Aqib Sabir's, and/or Aamir Sabir's successors, transferees, heirs, and assigns.

12. 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.

13. Each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.
14. 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 22 (waiver for beneficiaries).
15. U.S. Trips 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.
16. U.S. Trips, Aqib Sabir, and Aamir Sabir 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.
17. U.S. Trips, Aqib Sabir, and Aamir Sabir 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 U.S. Trips, Aqib Sabir, and/or Aamir Sabir for credit toward the Settlement Amount.
18. U.S. Trips, Aqib Sabir, and/or Aamir Sabir 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 U.S. Trip's, Aqib Sabir's, and/or Aamir Sabir's: (a)

testimonial obligations, or (b) right to take legal or factual positions in defense of litigation or other legal proceedings to which the State is not a party.

19. 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.

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

a) IF TO THE STATE:

New York State Attorney General
Medicaid Fraud Control Unit
Attn: Chief of Civil Enforcement
28 Liberty Street
New York, NY 10005
MFCUNotices@ag.ny.gov

b) IF TO U.S. TRIPS, AQIB SABIR AND/OR AAMIR SABIR:

Elias J. Sayegh, Esq.
615 Yonkers Avenue
Yonkers, NY 10704
elias@sayeghandsayeghlaw.com

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

22. 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.


23. U.S. Trips, Aqib Sabir, and Aamir Sabir acknowledge that they have entered this Agreement freely, voluntarily, and upon due deliberation, with the advice of counsel and without coercion or duress.
24. Aqib Sabir and Aamir Sabir acknowledge that they understand the terms and conditions of this Agreement, which they read completely and discussed with undersigned counsel.
25. 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, Westchester County, and any other county in which U.S. Trips conducts business, in any action brought by the State to enforce or interpret this Agreement.
26. 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.
27. The undersigned represent and warrant that they are fully authorized to execute this Agreement on behalf of the persons and entities indicated below.
28. 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.

STIPULATED AND AGREED TO:


LETITIA JAMES
Attorney General for the State of New York

Dated: 06/10/ 2025 By:




Samantha McCullagh
Special Assistant Attorney General
Medicaid Fraud Control Unit
One Blue Hill Plaza
Pearl River, New York 10965

Dated: 6/9, 2025 By:



Aqib Sabir
Individually and as owner/operator of U.S. Trips and Trade, Inc.

Dated: 6/9, 2025 By:



Aamir Sabir
Individually and as operator of U.S. Trips and Trade, Inc.

Sworn to before me
this 9 day of June 2025

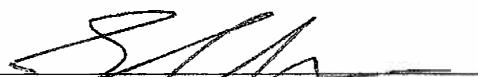


NOTARY PUBLIC

ELIAS J. SAYEGH
Notary Public, State of New York
No. 02SA6039563
Qualified in Rockland County
Commission Expires 05-16-2026

Approved as to Form

By:



Elias J. Sayegh, Esq.
615 Yonkers Avenue
Yonkers, NY 10704
elias@sayeghandsayeghlaw.com

