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UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION

UNITED STATES OF AMERICA and  
THE STATE OF TEXAS, ex rel. RAHUL  
PATEL,

*Plaintiffs/Relator,*

v.

CHRIS STEVEN VILLANUEVA;  
FRANCIS "FRANK" VILLANUEVA;  
BRYAN LOPEZ;  
BEN LUKA;  
SHEEL PATEL;  
HIREN PATEL;  
SAMSON LIU;  
DENTAL AXIS, LLC;  
DENTAL MARKET ONE, LLC;  
DFW STADIUM DENTAL, PC d/b/a  
STADIUM DENTAL;  
DFW DENTAL CAPITAL, PC d/b/a  
GALLOWAY DENTAL;  
STADIUM DENTAL PLLC;  
GALLOWAY DENTAL, PLLC;  
ELLIS DENTAL, PLLC;  
PARK ROW DENTAL SERVICES, PLLC;  
and  
SOH OF TEXAS, SAMSON LIU, PLLC  
d/b/a GALLOWAY DENTAL d/b/a  
STADIUM DENTAL;

*Defendants.*

No. 3-24-cv-1298-B

FILED UNDER SEAL

THE STATE OF TEXAS'S COMPLAINT IN INTERVENTION

This case involves a barefaced kickback scheme between a group of dental providers and marketing companies to drive Medicaid patient referrals to dental providers by offering cash and gift card incentives to Texas Medicaid beneficiaries and their families. Francis "Frank"

Villanueva (“Frank Villanueva”), Bryan Lopez, Dental Axis, LLC (“Dental Axis”), Dental Market One, LLC (“DMO”) (collectively, “Marketer Defendants”) received referral fees from Ben Luka, Sheel Patel, Hiren Patel, Samson Liu, DFW Stadium Dental, PC, d/b/a Galloway Dental (“DFW Stadium Dental”), DFW Dental Capital, PC d/b/a Galloway Dental (“DFW Dental Capital”); Stadium Dental, PLLC, Galloway Dental, PLLC, Ellis Dental, PLLC, Park Row Dental Services, PLLC (“Park Row Dental”), and SOH of Texas, Samson Liu, PLLC d/b/a Galloway Dental d/b/a Stadium Dental (“SOH”) (collectively, “Provider Defendants”) for each completed dental visit with varying fee amounts for new, returning, and child patients under 36 months in age. The scheme continued for years and resulted in tens of thousands of fraudulent Medicaid claims.

The State of Texas (the “State” or “Texas”), by and through the Office of the Attorney General, pursuant to the Texas Health Care Program Fraud Prevention Act (“THFPA”), TEX. HUM. RES. CODE ch. 36,<sup>1</sup> brings this civil enforcement action for civil remedies and penalties. This kickback scheme was orchestrated by Provider Defendants and Marketer Defendants.<sup>2</sup> The State files this Complaint in Intervention pursuant to Federal Rule of Civil Procedure 24, and respectfully shows the Court as follows:

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<sup>1</sup> As amended on September 1, 2023, the Texas Medicaid Fraud Prevention Act is now the “Texas Health Care Program Fraud Prevention Act” and includes state health care programs beyond the Medicaid program. The substance of the unlawful acts remains unchanged.

<sup>2</sup> On May 19, 2025, the Relator filed a Notice of Partial Dismissal Without Prejudice (With the Consent of the United States and Texas) to voluntarily dismiss all THFPA claims against Chris Steven Villanueva. The State of Texas consented to the partial dismissal. For the avoidance of doubt, the State of Texas is not intervening as to Chris Steven Villanueva.

## I. BACKGROUND

1. This is a civil enforcement action under the THFPA to recover taxpayer dollars spent as a result of the fraudulent conduct committed by Provider Defendants and Marketer Defendants, who perpetuated an unlawful kickback scheme targeting the Texas Medicaid program.

2. The Marketer Defendants targeted Medicaid beneficiaries and their families by offering gift cards in exchange for receiving dental services at a practice chosen by the marketer. The Marketer Defendants would then direct patients to schedule appointments at the Provider Defendants' clinics, often circulating patients between clinics to maximize Medicaid reimbursement, as the reimbursement rate is higher for new patients. Upon completion of the appointment and the marketers' confirmation of the same, the patient or their family members were paid via gift card, cash, or Zelle.

3. In exchange for funneling Medicaid patients to their practices, the Provider Defendants paid the Marketer Defendants remuneration in the form of per-patient referral fees. The unlawful remuneration was disguised in Master Service Agreements (MSAs) and on invoices between the Provider and Marketer Defendants as "surveys" or "survey services." Although the MSAs and invoices indicated that the Provider Defendants paid the Marketer Defendants for providing surveys to Medicaid patients after receipt of dental services, no such surveys exist.

4. The so-called surveys were nothing but a sham. No patient completed a survey, and no survey results were ever shared between the Provider Defendants and the Marketer Defendants.

5. Even if surveys existed, rewarding patients with gift cards and cash for completing surveys would have operated as an illegal inducement. Any remuneration the patients received upon completion of a survey would still constitute a kickback.

6. Further evidencing unlawful referral fees, the Marketer Defendants charged different fees for these alleged survey services depending on the type of patients steered to the dental practices. Under the MSAs, the Marketer Defendants received \$140 per new patient, \$100 per returning patient, and \$90 per First Dental Home patient.<sup>3</sup>

7. In practice, the Marketer Defendants were not incentivizing surveys; they were offering kickbacks to Medicaid patients. An internal document from Defendant Dental Axis titled “Community Outreach and Wellness Surveys” is a how-to guide for their marketing staff (who they called “community outreach representatives”). It describes how Dental Axis targeted patients and shows that the “surveys” were merely a pretext for patient referrals.

8. Other than the title itself, nothing in the document refers to surveys. Instead, it gives instructions for “signing up patients to come and visit your respective clinic.” It encourages marketing staff to find patients by soliciting strangers at apartments, health fairs, schools, churches, and community organizations. On information and belief, the Marketer Defendants also targeted beneficiaries by posting ads on platforms such as Facebook Marketplace which included offers to pay beneficiaries kickbacks for obtaining treatment at the dental office to which the community outreach representatives steered them. Dental Axis marketers were given a form to schedule new patients for appointments and write-down which promotion they offered each

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<sup>3</sup> First Dental Home is the designation for a child between the age of 6 and 35 months. *First Dental Home*, Texas Health and Human Services, <https://www.hhs.texas.gov/providers/health-services-providers/texas-health-steps/dental-providers/first-dental-home> (last visited August 13, 2025).

beneficiary. Community outreach representatives were then instructed to call the beneficiary directly to remind them of appointments and to input all appointments into an online system.

9. This action was originally filed under seal by Relator Rahul Patel (“Relator”) on May 29, 2024, pursuant to the *qui tam* provisions of the THFPA and the False Claims Act (“FCA”), 31 U.S.C. §§ 3729 - 3733. By notice to the Court on May 16, 2025, Texas intervened in part in the above-captioned case. Texas intervenes only as to the THFPA allegations discussed herein.

## II. THE PARTIES

### A. Plaintiff and Relator

10. Plaintiff, the State of Texas, by and through the Office of the Attorney General of Texas, brings this action pursuant to the THFPA.

11. Relator Rahul Patel is a licensed dentist and former Texas resident currently residing in Colorado.

12. Relator received his dental degree from the University of Pittsburgh in 2017. After dental school, he worked at Rodeo Dental in Fort Worth, Texas until he decided to purchase a dental practice of his own in 2023, at which time he attempted to acquire Defendant Galloway Dental. Relator’s experience at Rodeo Dental involved a high volume of Medicaid patients, and he is well-versed in Medicaid’s rules and requirements.

### B. Defendants

13. Defendants are various dentists, the dental offices they own(ed) and operate(d), and marketers to whom they paid kickbacks on a per-patient basis in exchange for patient referrals, in violation of the THFPA.

*a. Provider Defendants*

14. Ben Luka is a dentist licensed to practice in the state of Texas residing at 6842 Colonnade Drive, Irving, Texas 75039-1247. He is an officer and member of Defendant DFW Stadium Dental, PC d/b/a/ Stadium Dental, a Texas professional corporation located at 1514 E. Abram Street, Suite A, Arlington, Texas 76010-7259. Service of process can be effectuated on Defendant Ben Luka by serving him at his residence located at 6842 Colonnade Drive, Irving, Texas 75039-1247, or wherever he may be found.

15. Sheel Patel is a dentist licensed to practice in the state of Texas residing at 2909 Canto Trace, Leander, Texas 78641-5569. He is an officer and member of Defendant DFW Stadium Dental, PC, d/b/a Stadium Dental, a Texas professional corporation located at 1514 E. Abram Street, Suite A, Arlington, Texas 76010-7259. Service of process can be effectuated on Defendant Sheel Patel by serving him at 2909 Canto Trace, Leander, Texas 78641-5569, 1541 Camden Ridge Drive, Chanhassen, Minnesota 55317, 6222 Colleyville Blvd., Suite A, Colleyville, Texas 76034, or wherever he may be found.

16. Hiren Patel is a dentist licensed to practice in the state of Texas and the former owner of SOH of Texas, Samson Liu, PLLC d/b/a Galloway Dental, Stadium Dental, Park Row Dental, and Ellis Dental. Service of process can be effectuated by serving him at his residence which is located at 24510 Arrow Tree, San Antonio, Texas 78258-3273, or wherever he may be found.

17. Samson Liu is a dentist licensed to practice in the state of Texas and the owner of SOH of Texas, Samson Liu, PLLC d/b/a Galloway Dental d/b/a Stadium Dental SOH of Texas, Samson Liu, PLLC (“SOH”). SOH is the former owner of Galloway Dental, Stadium Dental, Park Row Dental, and Ellis Dental. Service of process can be effectuated on Samson Liu by

serving him at 26 Twin Springs Lane, Saint Louis, Missouri 63124-1138, or wherever he may be found.

18. DFW Stadium Dental, PC d/b/a Stadium Dental is a Texas professional corporation located at 1514 E. Abram Street, Suite A, Arlington, Texas 76010-7259.

19. DFW Dental Capital PC d/b/a Galloway Dental (“DFW Dental Capital,”) a domestic professional corporation doing business as Galloway Dental and Stadium Dental, is incorporated under the laws of Texas with a principal place of business at 3330 N. Galloway Avenue, Unit 158, Mesquite, Texas 75150.

20. Stadium Dental PLLC was owned and operated by DFW Dental Capital, which was incorporated under the laws of Texas with a principal place of business at 1514 E. Abram Street, Suite A, Arlington, Texas 76010. Service of process can be effectuated on Stadium Dental PLLC by serving its registered agent, Ben Luka, at 6842 Colonnade Drive, Irving, Texas 75039-1247, or wherever he may be found.

21. Galloway Dental PLLC is currently an assumed name of DFW Dental Capital, which is incorporated under the laws of Texas with a principal place of business at 3330 N. Galloway Avenue, Unit 158, Mesquite, Texas 75150. Service of process can be effectuated on Defendant Galloway Dental PLLC by serving its registered agent, Ben Luka, at 6842 Colonnade Drive Irving, Texas 75039-1247, or wherever he may be found.

22. Ellis Dental, PLLC is a dissolved domestic limited liability company incorporated in the State of Texas. Service of process can be effectuated on Ellis Dental, PLLC by serving its registered agent, Hiren Patel, at 1930 E. Park Row Drive, Arlington, Texas or 24510 Arrow Tree, San Antonio, Texas 78258-3273, or wherever he may be found.

23. Park Row Dental Services, PLLC (“Park Row Dental”) is a dissolved domestic limited liability company, incorporated in the State of Texas. Service of process can be effectuated on Park Row Dental by serving its registered agent, Chang-Eun Song, at 620 N. Coppel Road, #4404, Coppel, Texas 76019, or wherever he may be found.

24. SOH of Texas, Samson Liu, PLLC d/b/a Galloway Dental d/b/a Stadium Dental SOH of Texas, Samson Liu, PLLC (“SOH”) is a domestic limited liability company, incorporated in the State of Texas. Service of process can be effectuated on SOH by serving its registered agent, Capitol Corporate Services, Inc., at 1501 S. Mopac Expressway, Suite 220, Austin, Texas 78746.

**b. *Marketer Defendants***

25. Frank Villanueva resides at 2508 Brandon Drive, Lewisville, Texas 75056-5914. He is the owner of Dental Axis, LLC, a Texas limited liability company located at 2508 Brandon Drive, Lewisville, Texas 75056-5914. Service of process can be effectuated on Villanueva by serving him at 2508 Brandon Drive, Lewisville, Texas 75056-5914, or wherever he may be found.

26. Bryan Lopez resides at 5991 Waterford Drive, Grand Prairie, Texas 75052. He is the owner of Dental Market One, LLC, a Texas limited liability company located at 5991 Waterford Drive, Grand Prairie, Texas 75052. Bryan Lopez claimed to be partners with Frank Villanueva of Dental Axis. Service of process can be effectuated on Lopez by serving him at 5991 Waterford Drive, Grand Prairie, Texas 75052, or wherever he can be found.

27. Dental Axis, LLC is a domestic limited liability company, incorporated under the laws of Texas, with its principal place of business at 10601 Clarence Drive, Suite 250, Frisco, Texas 75033. Service of process can be effectuated on Dental Axis by serving its registered agent United States Corporation Agents, Inc. at 10601 Clarence Drive, Suite 250, Frisco, Texas 75033.

28. Dental Market One, LLC was a limited liability corporation incorporated under the laws of Texas until it became inactive on June 24, 2022. DMO continued operations after the entity became inactive with its principal place of business at 5991 Waterford Drive, Grand Prairie, Texas 75052. Service of process can be effectuated on DMO by serving its registered agent, Bryan Lopez, at 5991 Waterford Drive, Grand Prairie, Texas 75052, or wherever he can be found.

### **III. JURISDICTION AND VENUE**

29. This Court has jurisdiction over this action pursuant to TEX. HUM. RES. CODE § 36.101 to recover civil remedies and costs of suit including reasonable attorneys' fees and expenses. Additionally, the Court has supplemental jurisdiction over the Texas causes of action pursuant to 28 U.S.C. § 1367.

### **IV. LEGAL BACKGROUND**

#### **A. Overview of the Texas Medicaid Program**

30. The state and the federal governments jointly fund health care for the poor and disabled through public health assistance programs. Title XIX of the Social Security Act allows considerable flexibility within the states' Medicaid plans. As such, specific Medicaid coverage and eligibility guidelines vary from state to state.

31. Together, the State of Texas and the federal government fund the Medical Assistance Program in Texas, commonly referred to as Texas Medicaid. Texas Medicaid provides vital health care coverage to Texas's most vulnerable populations. It is the sole mechanism for ensuring that children, pregnant women, elderly adults, and disabled individuals in these vulnerable populations receive the medical care they need.

32. Healthcare providers such as dentists may elect to participate in the Texas Medicaid program. To become a Texas Medicaid Provider, a healthcare provider must submit a Provider Enrollment Application and enter into a Medicaid Provider Agreement with HHSC (“Provider Agreement”).

33. Providers further agree under the Provider Agreement that they will comply with applicable state and federal laws governing and regulating Medicaid, and all state and federal laws and regulations related to waste, abuse, kickbacks, and fraud.

34. As a condition for participating in Texas Medicaid, a provider must represent to Texas Medicaid that they will comply with the requirements of the Texas Medicaid Provider Procedures Manual (“Provider Manual” or “TMPPM”). Providers must further acknowledge their duties to be familiar with the Provider Manual and to ensure that employees acting on behalf of the providers also comply with the requirements set forth in the Provider Manual. The Provider Manual states that “Providers must comply with their applicable licensing agency’s laws and regulations, including any related to marketing and advertising, and any applicable state and federal laws and regulations, contractual requirements, and other guidance documents.” *See generally* TMPPM 1.10.

35. The Texas Health and Human Services Commission also created the “Texas Provider Marketing Guidelines” to provide marketing guidelines to Medicaid providers.

36. When approving a healthcare provider to become a Texas Medicaid Provider, Texas Medicaid must rely upon provider’s representations, that he or she will comply with the terms and conditions of the Provider Agreement and the Provider Manual. Accordingly, Texas Medicaid Providers have an on-going duty to Texas Medicaid to comply with these terms and

conditions and comply with state and federal laws when providing medical services and treatment to Texas Medicaid patients.

37. Rules governing dentists promulgated by the Texas State Board of Dental Examiners specify that, while a dentist may give away small, non-cash promotional items of nominal value for the purpose of marketing to potential patients, the dentist may not, “offer, give, dispense, distribute or make available to any third party or aid or abet another so to do, any cash, gift, premium, chance, reward, ticket, item, or thing of value for securing or soliciting patients.”

*See 22 TEX. ADMIN. CODE § 108.58.*

**B. The Texas Health Care Program Fraud Prevention Act (THFPA)**

38. A person commits an unlawful act, as defined under the THFPA, if the person, among other things:

- (1) knowingly makes or causes to be made a false statement or misrepresentation of a material fact to permit a person to receive a benefit or payment under a health care program that is not authorized or that is greater than the benefit or payment that is authorized;
- (2) knowingly conceals or fails to disclose information that permits a person to receive a benefit or payment under a health care program that is not authorized or that is greater than the benefit or payment that is authorized;  
...
- (4) Knowingly makes, causes to be made, induces, or seeks to induce the making of a false statement or misrepresentation of material fact concerning . . . (b) information required to be provided by a federal or state law, rule, regulation, or provider agreement pertaining to a health care program. . .
- (7) knowingly makes or causes to be made a claim under a health care program for: . . . (b) a service or product that is substantially inadequate or inappropriate when compared to generally recognized standards within the particular discipline or within the health care industry; or. . .

(13) knowingly engages in conduct that constitutes a violation under Section 32.039(b).

TEX. HUM. RES. CODE § 36.002.

39. Under the THFPA, “knowingly” means actual knowledge, “conscious indifference to the truth or falsity of the information,” or “reckless disregard of the truth or falsity of the information.” TEX. HUM. RES. CODE § 36.0011(a)(2)-(3). “Proof of the person’s specific intent to commit an unlawful act under Section 36.002 is not required in a civil or administrative proceeding to show that a person acted ‘knowingly’ with respect to information under this chapter.” TEX. HUM. RES. CODE § 36.0011(b).

40. Under the THFPA, each Defendant is liable to the State for the amount of any payments or the value of any money or in-kind benefits provided under the Medicaid program, directly or indirectly, as a result of its unlawful acts. TEX. HUM. RES. CODE § 36.052(a)(1). Each Defendant is further liable to the State for two times the amount of those payments or the value of the payment, pre-judgment interest on the amount of those payments or the value of the benefit, and a civil penalty for each unlawful act committed. TEX. HUM. RES. CODE § 36.052(a)(2)-(4).

**C. The Texas Anti-Kickback Statute (as Incorporated by the THFPA)**

41. The Texas Anti-Kickback statute, codified under Section 32.039(b) of the Texas Human Resources Code and incorporated by reference into the THFPA by Section 36.002(13), provides that a person commits a violation if the person:

(1-b) Solicits or receives, directly or indirectly, overtly or covertly any remuneration, including any kickback, bribe, or rebate, in cash or in kind for referring an individual to a person for the furnishing of, or for arranging the furnishing of, any item or service for which payment may be made, in whole or in part, under the medical assistance program . . .

- (1-d) Offers or pays, directly or indirectly, overtly or covertly any remuneration, including any kickback, bribe, or rebate, in cash or in kind to induce a person to refer an individual to another person for the furnishing of, or for arranging the furnishing of, any item or service for which payment may be made, in whole or in part, under the medical assistance program . . .

TEX. HUM. RES. CODE § 32.039(b).

42. Texas enacted the THFPA to prevent fraud and unlawful acts that affect the Medicaid program. Accordingly, violations of TEX. HUM. RES. CODE § 32.039(b), are expressly incorporated under THFPA § 36.002(13) as unlawful acts.

43. Anti-kickback provisions are designed to, among other things, ensure that patient care will not be improperly influenced by inappropriate compensation to healthcare professionals that could impact treatment decisions, inflate costs, lead to overutilization, and impact patient care.

#### V. DEFENDANTS' UNLAWFUL ACTS UNDER THE THFPA

44. Defendants engaged in a kickback scheme whereby the Provider Defendants paid per-patient referral fees to the Marketer Defendants and disguised the kickbacks as survey fees on invoices and agreements in an attempt to hide their unlawful conduct. The Marketer Defendants directed patients to the Provider Defendants' practices by paying patients and their families remuneration in the form of gift cards, cash, and Zelle payments for receiving dental services at the Provider Defendants' offices.

45. The unlawful acts began at four dental practices starting in 2014: Stadium Dental, Galloway Dental, Park Row Dental, and Ellis Dental. As described in detail below, these practices were initially all owned by Defendant Hiren Patel but were re-named and sold over the years to various Provider Defendants. Regardless of ownership over time, the Provider Defendants

named in this Complaint continued engaging in the per-patient referral kickback scheme with the Marketer Defendants.

**A. In 2023, Relator Learns of the Kickback Scheme Through His Purchase of Galloway Dental from Defendants DFW Dental Capital, Ben Luka, and Sheel Patel.**

46. In or around early 2023, Relator became interested in purchasing Galloway Dental, a dental practice in Mesquite, Texas, owned and operated by Defendant DFW Dental Capital.

47. During the course of his due diligence, Relator identified that the practice's annual marketing budget was approximately \$200,000 which, in his experience as a dentist in the Dallas-Fort Worth area for over 6 years, was approximately twice the typical budget allotted for marketing in a comparable dental office.

48. Relator inquired with Defendant DFW Dental Capital's owners, Defendants Ben Luka and Sheel Patel, as to the reason for the high marketing budget, and they responded that Galloway Dental and Stadium Dental (a separate practice also owned by them) had pre-existing marketing arrangements with Defendant Dental Axis at the time they took control of the practices from Defendant SOH. They indicated that the marketing arrangement with Dental Axis was profitable. They further explained that Dental Axis brought about 113 new patients per month to Galloway Dental, which in Relator's experience, was an unusually high number of new patients per month.

49. Sheel Patel and Ben Luka also advised Relator to contact Defendant Bryan Lopez, who claimed to be partners with Frank Villanueva of Dental Axis, as the person responsible for Galloway and Stadium's marketing. They stressed to Relator that if he did not contact Lopez, he would have a lapse in patient volume.

50. Relator closed on the purchase of Galloway Dental on or about June 26, 2023. On his first day of possession, Relator learned through the office manager, Alexis Martinez, that Dental Axis offered gift cards ranging from \$50 to \$80 to families, including Texas Medicaid beneficiaries, that came in for treatment. Alexis detailed in a text message to Relator that Galloway Dental paid Axis for each patient at a rate of \$140 per new patient, \$100 per recall patient, and \$90 per First Dental Home patient.

51. Following Sheel Patel and Ben Luka's advice, Relator contacted Lopez shortly after his purchase of Galloway Dental. Lopez sent Relator two draft MSAs between Galloway Dental and DMO and Galloway Dental and Dental Axis, both dated prospectively for July 1, 2023. The per-patient referral fee amounts Martinez identified were reflected in the two draft MSAs under "survey services" - \$140 for new patients, \$100 for recall patients, and \$90 for First Dental Home patients.

52. In their conversation, Lopez represented to Relator that Defendant Frank Villanueva was his business partner.

53. Relator reviewed the MSAs and asked Lopez how this arrangement was legal. Lopez responded that he was paying the patients to respond to surveys upon completion of their treatment. Lopez told Relator that Dental Axis was not a marketing company, but instead a survey company, and sent Relator a link to a website containing a short survey. Lopez did not provide Relator with any further information concerning the surveys. Relator was still concerned about the survey fees, which he believed were, in fact, per-patient referral fees.

54. Dental Axis marketers had direct access to Galloway Dental's scheduling system. Once the marketers found a Medicaid patient willing to be seen for treatment, they immediately

scheduled the patient themselves for a dental services appointment. When the Medicaid patient was set up in Galloway Dental's computer system, the marketer's name would be attached to that patient's record.

55. Once the Medicaid patient completed all or most of the treatment necessary, the marketer was notified through Galloway Dental's system, and the patient would receive a gift card, cash, or Zelle payment in the amount of \$50 to \$80.

56. Galloway Dental's records showed a pattern of inflated Medicaid billing. In 2019, Galloway's average Medicaid bill per patient was \$268.95, but increased dramatically to \$474.49 in 2022, just one year after Defendants Ben Luka and Sheel Patel acquired Galloway. The average production remained consistent through 2023 at \$459.85 when Relator purchased the practice.

57. Ben Luka told Relator that Galloway Dental needed to bill at least \$400 per Medicaid patient to cover their marketing costs. He even stated that he pressured one Galloway dentist, Dr. Rizwaan Rauf, to do more work on each Medicaid patient for that reason. In Relator's experience as a Medicaid provider, typical per-patient billing is around \$200.

58. Relator understood from his conversations with Ben Luka that the reason for the high Medicaid billing was that the practice's standard operating procedure was to complete all work on a patient in one visit, which enhanced profitability, but could cause pain and risk of injury if the dentist is anesthetizing more than one quadrant of the mouth. This can be particularly dangerous in children because numbing multiple quadrants can lead to injury to the tongue and mouth when the patient does not feel their mouth and bites down.

59. Relator's years of experience as a dentist enrolled as a Texas Medicaid provider alerted him that Galloway Dental was involved in what he suspected to be an illegal kickback

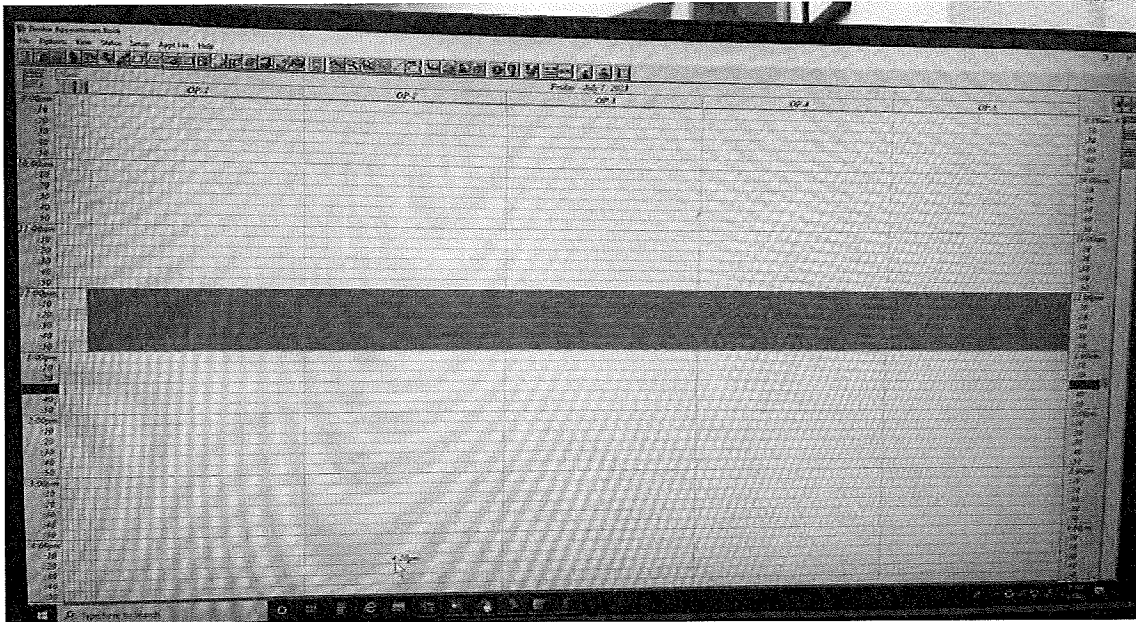
scheme. Relator understood that paying Medicaid beneficiaries for treatment, including offering gift cards, constituted an unlawful kickback.

60. Upon discovery of the scheme, Relator instructed Martinez to remove all patients from the schedule who had been referred by a marketer, which cleared approximately 90-95% of the scheduled patients. The following pictures taken by Relator on July 6, 2024, show Galloway Dental's schedule before and after removing patients who had been referred by a Dental Axis marketer.

Before:

Friday - July 7, 2023					
OP-1	OP-2	OP-3	OP-4	OP-5	
Pineda, Juan PeriodicX, 2BWX, ProphyCh H(214)397-9878	Pineda, Joseph PeriodicX, 2BWX, ProphyCh H(214)397-9878		Pineda, Roman PeriodicX, 2BWX, ProphyCh H(214)397-9878		9:00am
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					40
					50
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					10
					20
					30
					40
					50
					4:30pm

After:



61. After learning that Galloway had few to no legitimate patients, Relator demanded rescission of the Galloway Dental purchase on July 6, 2023. Ben Luka, Sheel Patel, and DFW Dental Capital agreed to Relator's demand to rescind the purchase and retook possession and ownership of Galloway Dental on or about August 17, 2023.

**B. The Kickback Scheme Began in 2014 when Hiren Patel (owner of Galloway Dental, Stadium Dental, Ellis Dental, and Park Row Dental) Engaged Dental Axis and Frank Villanueva.**

62. Hiren Patel submitted Provider Agreements on August 22, 2019, and August 23, 2019, agreeing to comply with Texas Medicaid rules and regulations.

63. Hiren Patel owned Galloway Dental, Stadium Dental, Ellis Dental, and Park Row Dental. In 2014, he contracted with Dental Axis (owned by Frank Villanueva) to provide marketing services.

64. In 2013, Hiren Patel's practices had a combined 4,025 patients, which increased nearly four times in a single year to 15,791 patients in 2014, followed by 23,655 patients in 2015. The increase in patients also led to a substantial increase in annual claims paid by Medicaid: from \$162,118.72 in 2013 to \$569,939.43 in 2014, and \$807,240.36 in 2015.

65. As described in paragraphs 7-8, *supra*, Dental Axis and Frank Villanueva described their patient referral scheme in a guidance document for new marketers that Frank Villanueva sent to Hiren Patel on February 9, 2017 called "Community Outreach and Wellness Surveys." The document offers no instruction related to surveys whatsoever, and among other things, encourages marketers to individually target potential patients at apartments, schools, health fairs, etc. It explained how to schedule patient appointments directly with the dental practices through an online system and included a form for logging patient appointments and the "promotions offered" to the patients.

66. Texas Medicaid forbids a marketer from engaging in unsolicited personal contact unless marketing is conducted at a community-sponsored event or other such event. Tex. Health and Human Services Comm'n, Texas Provider Marketing Guidelines 7 (January 2025), <https://www.hhs.texas.gov/sites/default/files/documents/services/health/medicaid-chip/provider-information/texas-provider-marketing-guidelines.pdf>.

67. When Dental Axis invoiced Hiren Patel's practices, the description read "Community Outreach/Public Relations." No survey services were ever invoiced, and, in fact, no surveys exist.

68. The marketing fees that Hiren Patel, Galloway Dental, Stadium Dental, Ellis Dental, and Park Row Dental paid to Dental Axis were extremely high for practices of that size,

but more than tripled their business in a single year. There is no other explanation for this tremendous growth.

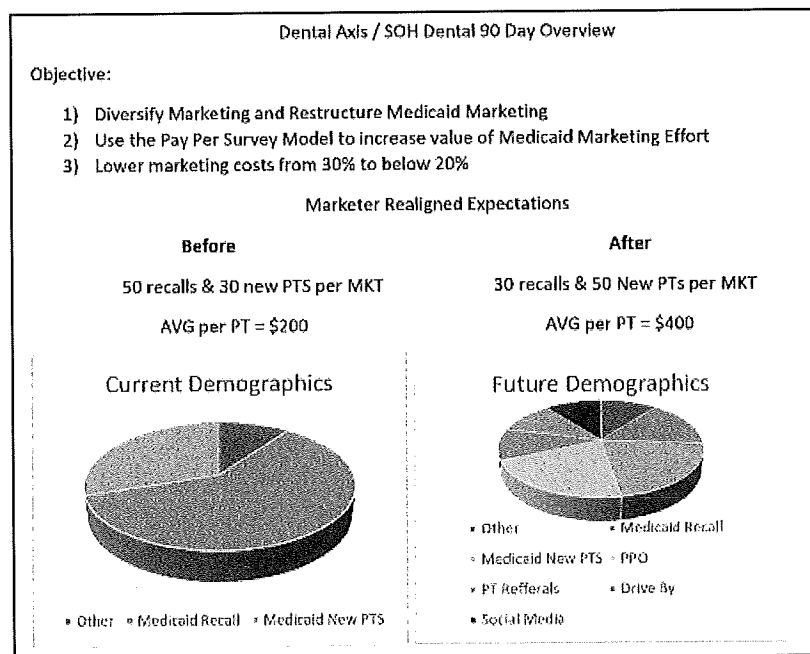
**C. Upon Purchasing the Four Practices in 2019, SOH and Samson Liu Continued the Kickback Scheme with Dental Axis, Frank Villanueva, and Bryan Lopez.**

69. Samson Liu and SOH Texas, Samson Liu, PLLC submitted Provider Agreements on October 5, 2018, April 4, 2019, and April 8, 2019, agreeing to comply with Texas Medicaid rules and regulations.

70. On September 5, 2018, Hiren Patel sold Galloway Dental, Stadium Dental, Ellis Dental, and Park Row Dental to SOH, owned by Samson Liu. Liu, along with Frank Villanueva, Lopez, and Dental Axis continued the unlawful kickback scheme involving patient referrals disguised as survey services.

71. Lopez worked for SOH for a period of time leading up to the sale of Galloway and Stadium to DFW Dental Capital. During his tenure at SOH, Bryan Lopez also served as the intermediary between Frank Villanueva of Dental Axis and SOH. Lopez left SOH prior to the sale of Galloway and Stadium to work for Dental Axis full time.

72. On January 30, 2019, Lopez sent a business proposal to SOH on behalf of Dental Axis and Frank Villanueva indicating how they planned to target Medicaid patients. Under their new proposal, marketers would be expected to bring in 50 new Medicaid patients and 30 recall Medicaid patients with an average reimbursement rate of \$400 per patient (nearly double SOH's prior reimbursement rate). As shown in the following image from the proposal, Dental Axis planned to grow the percentage of new Medicaid patients and diversify their marketing strategy.



73. This marketing scheme overtly targeted Medicaid beneficiaries, which is unlawful.

The proposal also provides that in the first 30 days, the promotion for recall patients would be decreased to \$40 while the promotion for new patients would remain at \$50.

74. Invoices from Dental Axis to SOH for Galloway Dental, Stadium Dental, Ellis Dental, and Park Row Dental include frequent and steep charges ranging from \$24,980.00 to \$109,300.00<sup>4</sup> per month for “survey services.” Once again, there is no evidence that surveys were given to patients, much less reviewed and utilized by Dental Axis or SOH.

75. Some invoices contain tables itemizing Dental Axis’ billing to each of SOH’s dental practices by the type and number of patients per billing period – new patients, recall patients, and First Dental Home patients. The delineation of the types and numbers of patients

<sup>4</sup> Invoice period 7-28-2020 through 8-21-2020 billed for 935 patient referrals.

referred by Dental Axis to SOH and the costs associated with each category of patient shows that this was nothing more than a per patient referral fee scheme.

SOH Total Summary 07/28 to 08/21		
NP	656	\$ 85,280.00
FDH	109	\$ 8,720.00
Recall	170	\$ 15,300.00
	935	\$ 109,300.00
Park Row		
NP	163	\$ 21,190.00
FDH	26	\$ 2,080.00
Recall	50	\$ 4,500.00
	239	\$ 27,770.00
Stadium Dental		
NP	94	\$ 12,220.00
FDH	10	\$ 800.00
Recall	11	\$ 990.00
	115	\$ 14,010.00
Galloway Dental		
NP	257	\$ 33,410.00
FDH	29	\$ 2,320.00
Recall	74	\$ 6,660.00
	360	\$ 42,390.00
Ellis Dental		
NP	142	\$ 18,460.00
FDH	44	\$ 3,520.00
Recall	35	\$ 3,150.00
	221	\$ 25,130.00

76. Dental Axis' invoices to SOH include the following examples:
- a. For the period from 7/28/2020 through 8/21/2020, Dental Axis billed SOH \$109,300.00 for referring 656 new patients, 109 First Dental Home patients, and 170 recall patients to Park Row, Stadium, Galloway, and Ellis.
  - b. For the period from 7/6/2020 through 7/27/2020, Dental Axis billed SOH \$81,210.00 for referring 492 new patients, 48 First Dental Home patients, and 149 recall patients to Park Row, Stadium, Galloway, and Ellis.

- c. For the period from 9/21/2020 through 10/23/2020, Dental Axis billed SOH \$92,840.00 for referring 527 new patients, 78 First Dental Home patients, and 196 recall patients to Park Row, Stadium, Galloway, and Ellis.
- d. For the period from 2/15/2021 through 3/18/2021, Dental Axis billed SOH \$105,220.00 for referring 576 new patients, 62 First Dental Home patients, and 190 recall patients to Park Row, Stadium, Galloway, and Ellis.
- e. For the period from 1/18/2021 through 2/12/2021, Dental Axis billed SOH \$93,430.00 for referring 339 new patients, 83 First Dental Home patients, and 385 recall patients to Park Row, Stadium, Galloway, and Ellis.

77. An email dated April 3, 2020, from Lopez's iCloud email account to his SOH email account contains a table titled "Payroll 03/16/20 to 3/28/20", in which the Dental Axis marketers are listed by name and paid an amount per patient depending on whether the patient was new (\$40 per patient), a First Dental Home patient (\$20 per patient), or a recall (\$10 per patient). This shows that the marketers' compensation was tied to the type of patient referred and not any surveys.

78. SOH knew Dental Axis was targeting Medicaid patients. On March 26, 2021, when DFW Dental Capital and its owner Sheel Patel were in negotiations to buy SOH, SOH's Regional Operations Manager, Jesse Ballow, told Sheel Patel that their marketer was calling Medicaid patients individually and scheduling them for appointments. Texas Medicaid prohibits marketers from engaging in unsolicited personal contact, including telephone calls, and targeting Medicaid patients. Notably, Ballow did not mention the survey services purportedly performed by Dental Axis.

**D. In 2021, DFW Dental Capital, owned by Ben Luka and Sheel Patel, purchased Galloway Dental and Stadium Dental, Continuing the Unlawful Arrangement with Dental Axis, Frank Villanueva, and Bryan Lopez.**

79. Ben Luka submitted a Provider Agreement on or about June 20, 2023, agreeing to comply with Texas Medicaid rules and regulations. As a condition of being a Medicaid provider, Sheel Patel similarly agreed to comply with all Texas Medicaid rules and regulations.

80. In 2021, Ben Luka and Patel purchased Galloway Dental and Stadium Dental from SOH. They elected to adopt and sustain the unlawful referral arrangement between the dental practices and Frank Villanueva and Lopez of Dental Axis.

81. DFW Dental Capital, Ben Luka, and Sheel Patel entered into two MSAs with Dental Axis for “Surveys and reviews,” one for Galloway Dental on July 1, 2021, and one for Stadium Dental on August 1, 2021. Ben Luka signed both MSAs on behalf of the practices. Each contains a Schedule of Fees at Exhibit B that includes a deposit of \$5,000 and additional fees dependent on the type of patient – the same \$140 for new patients, \$100 for returning patients, and \$90 for First Dental Home patients.

82. As with the other MSAs between Dental Axis and the Provider Defendants, there is no description of the surveys and, indeed, no surveys exist. The differing “survey fees” depending on the type of patient are actually per patient referral fees.

83. Dental Axis’ invoices to Galloway Dental, which DFW Dental Capital paid by check, include high marketing fees allegedly for “surveys,” including the following: 1/6/2023 for \$12,810.00 (invoice 8); 2/28/2023 for \$11,900.00 (invoice 19); 3/28/2023 for \$12,900.00 (invoice 28); 6/7/2023 for \$9,130.00 (invoice 418); and 6/21/2023 for \$18,170.00 (invoice 422).

84. As described in Relator’s conversations with Ben Luka and Sheel Patel, paragraphs 48-49 *supra*, Ben Luka and Sheel Patel worked with Lopez and referred Relator to him for

marketing services. They told Relator that they inherited the marketing arrangement from SOH and decided to continue it because it was “profitable.” Ben Luka explained to Relator that per-patient Medicaid billings needed to be at least \$400 per patient to cover the cost of marketing, and Luka admitted to pressuring a Galloway dentist to perform more work on patients to justify the marketing costs.

**E. The Marketing Defendants Knowingly Disguised Kickbacks as Survey Services and Intentionally Moved Patients Between the Provider Defendants to Maximize Medicaid Reimbursement for “New” Patients.**

85. Defendant Frank Villanueva of Dental Axis knew that exchanging remuneration for marketing services targeting Medicaid beneficiaries is unlawful. In fact, he previously entered a settlement agreement with Texas and the United States in 2016 for similar referral schemes arising from three *qui tam* cases brought in federal and Texas state court. The Covered Conduct of those settlement agreements included the submission of “claims for reimbursement to Texas Medicaid that were tainted by remuneration provided by the [] Defendants to beneficiaries and their families, marketer, and marketing entities” for the time period of January 1, 2009, through December 31, 2014, in violation of the THFPA and the federal False Claims Act.

86. Aware from his settlements that per-patient referral fees constitute unlawful remuneration, Frank Villanueva devised a plan to disguise his marketing services as lawful by re-labeling the referral fees as survey fees. By entering into agreements with dentists for so-called survey services, Frank Villanueva, Lopez, and Dental Axis attempted to conceal their unlawful per-patient referral transactions to avoid liability under the THFPA and the FCA.

87. The Marketer Defendants also understood that steering a new patient to a dental office was more profitable than a recall or First Dental Home patient. Dental Axis received higher

referral fees for new patients, as reflected in the MSAs and invoices, and the Marketer Defendants circulated some patients between dental offices to maximize their payments from the Provider Defendants.

88. The Provider Manual defines a “new patient” as a beneficiary who has not received any professional services from the physician or another physician of the same specialty who belongs to the same group practice within the past three years.” TMPPM 6.4.1.2; *see also* TMPPM Appendix A.

89. Defendant Frank Villanueva and Dental Axis maintained a spreadsheet listing the patients referred to the Provider Defendants’ practices, which dental offices they were referred to, the dates of treatment, whether they were a new patient, recall patient, or First Dental Home patient, the marketing and patient fees for the referral, and which marketer solicited the referral.

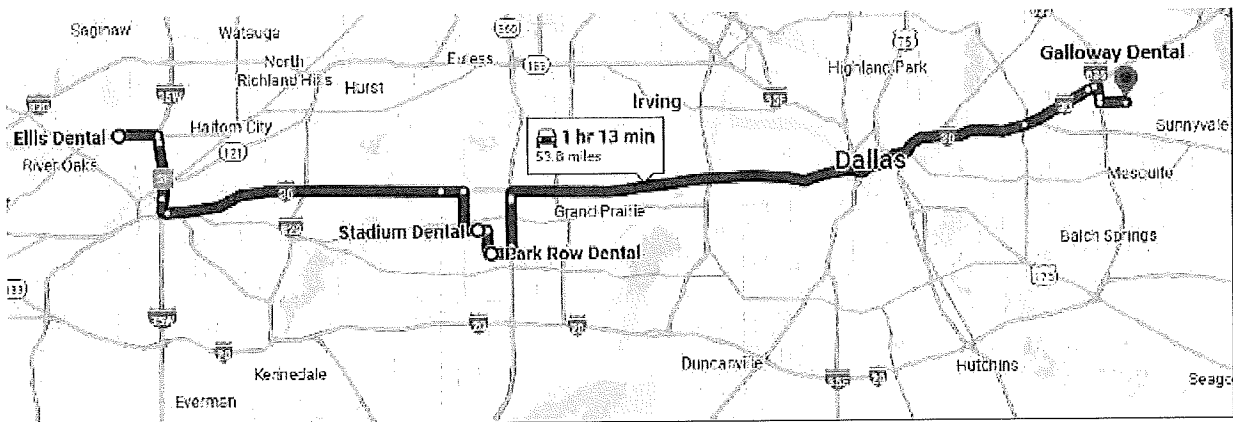
90. The spreadsheet indicated, for example, that one of the marketers named Laura Lopez referred a Medicaid beneficiary, herein Patient 1, for dental services at 5 different practices on 7 separate dates from February 17, 2020, through April 12, 2024. He was categorized as a new patient for each of the 6 subsequent appointments. Dental Axis received \$140 for each of these appointments (corresponding to the rate on the MSAs and invoices) and the patient was paid \$70. Of these visits, he had two new patient appointments at Stadium Dental and one at Galloway Dental.

91. Another Medicaid beneficiary, herein Patient 2, was likewise routed as a new patient to Ellis Dental in 2020, Stadium Dental in 2021, Park Row Dental in 2022, and back to Stadium Dental in 2024. His assigned marketer, Crystal, was paid \$70 for each visit, as he was

characterized and billed as a new patient, and Dental Axis billed the practices at the new patient referral rate of \$140 each time.

92. At least 15 patients were seen at a minimum of two of the following offices between 2020-2024: Ellis Dental, Park Row Dental, and Stadium Dental. All of those patients had a designated marketer assigning them, on a rotating basis, to two or three of the practices. Each time, they were classified as new patients with the new patient fee, as outlined in various MSAs, of \$140.

93. Logistically, the four practices are not close in proximity to one another and the distance between the offices underscores the fact that patients were commuting relatively long distances to seek treatment where the marketers directed them in order to receive remuneration. The following image taken from Google Maps shows the office locations for Galloway Dental, Stadium Dental, Ellis Dental, and Park Row Dental, which are spread throughout the Dallas Fort-Worth metroplex spanning all the way from far East Dallas to northwest Fort Worth.



**F. The Provider Defendants Provided Medically Unnecessary Services**

94. To cover Dental Axis' high marketing fees, the Provider Defendants provided dental services to pediatric patients which were not medically necessary as defined by Medicaid criteria and failed to meet the appropriate Medicaid standards.

95. As explained in paragraphs 87-88 *supra*, it benefitted the Marketer Defendants to steer the same Medicaid beneficiary to different dental offices so the patient could be deemed a new patient instead of a recall patient. This also benefitted the Provider Defendants, as a dental provider is permitted by Texas Medicaid to perform more types of treatment on a new patient than a recall patient. TMPPM 6.4.1.2; *see also* TMPPM Appendix A. By classifying the Medicaid patient as a new patient, the Provider Defendants were able to perform the same treatment on a Medicaid beneficiary that had been previously provided by a prior dentist. Such repetitive treatment is medically unnecessary.

96. Dental Axis rewarded Medicaid patients that treated with the Provider Defendants by providing them with cash, gift cards, or Zelle payments worth between \$50-\$80. Relator learned from the Galloway Dental office manager that the patients would only receive the payments upon confirmation from the dental practice that the patient had completed all or most of their dental treatment. Relator understood that this would lead to the provision of unnecessary medical services, because in order to obtain the gift card, the pediatric Medicaid beneficiary could be required to undergo multiple dental procedures on more than one quadrant of their mouth at a time.

97. Performing dental work on more than one quadrant of the mouth can be dangerous, especially for children, and is contraindicated in general. Relator learned from conversations with Ben Luka, *see* paragraph 57 *supra*, that Galloway and Stadium both performed

work on multiple quadrants of patients' mouths as a matter of course because it helped them increase billing on each patient to cover their marketing costs.

98. Numbing more than one quadrant of the mouth at a time can cause pain to the patient and increased risk of oral injury. It is particularly dangerous in children because numbing multiple quadrants can lead to injury to the tongue and mouth when the patient does not feel their mouth and bites down.<sup>5</sup> In the period between February 2016 through December 2024, Galloway treated a total of 4,035 Medicaid patients. Of those 4,035 patients, Galloway treated all four (4) quadrants of the mouth in 940 patients (almost 25%) and treated three (3) quadrants of the mouth in 944 patients (almost 25%).

99. In the period between February 2022 through October 2023 (a timeframe in which the office was owned by DFW Dental Capital), Stadium treated a total of 2,267 Medicaid patients. Of those 2,267 patients, Stadium treated all four (4) quadrants of the mouth in 769 patients (approximately 34%) and treated three (3) quadrants of the mouth in 483 patients.

100. In the period between May 2017 through March 2019 (a timeframe in which Hireen Patel owned and sold the practice to SOH (in 2018)), Stadium treated a total of 951 Medicaid patients. Of those 951 patients, Stadium performed work on all four (4) quadrants of the mouth in 469 patients (49%) and treated three (3) quadrants of the mouth in 174 patients.

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<sup>5</sup> See the American Academy of Pediatric Dentistry, The Reference Manual of Pediatric Dentistry, "Best Practices: Use of Local Anesthesia for Pediatric Dental Patients," 386, 389. Available at [https://www.aapd.org/media/Policies\\_Guidelines/BP\\_LocalAnesthesia.pdf](https://www.aapd.org/media/Policies_Guidelines/BP_LocalAnesthesia.pdf) ("The use of bilateral mandibular blocks may increase the risk of soft tissue trauma when compared to unilateral mandibular blocks or ipsilateral maxillary infiltration.").

## **VI. CAUSES OF ACTION**

### **Violations of the Texas Health Care Program Fraud Prevention Act Tex. Hum. Res. Code § 36.002(1), (2), (4)(b), (7)(b), (13)**

101. The State of Texas re-alleges all preceding and subsequent paragraphs as though fully set forth herein.

102. Defendants knowingly committed multiple unlawful acts as defined in TEX. HUM. RES. CODE § 36.002, including the following:

103. Defendants knowingly made or caused to be made a false statement or misrepresentation of a material fact to permit a person to receive a benefit or payment under the Medicaid program that is not authorized or that is greater than the benefit or payment that is authorized. TEX. HUM. RES. CODE § 36.002(1). The Provider Defendants falsely stated in their Provider Agreements that they would comply with Medicaid rules and regulations but knowingly entered into arrangements with the Marketer Defendants to pay them on a per-patient basis for Medicaid patient referrals in violation of Texas Medicaid rules and regulations. The Marketer Defendants made false statements in the Provider Agreements by organizing and engaging in the scheme to target Medicaid patients, receive per-patient referral fees, and to pay remuneration to patients directly to receive services at the Provider Defendants' offices.

104. Defendants knowingly concealed or failed to disclose information that permits a person to receive a benefit or payment under the Medicaid program that is not authorized or that is greater than the benefit or payment that is authorized. TEX. HUM. RES. CODE § 36.002(2). By concealing their per patient referral scheme, both the Provider and Marketer Defendants ensured that the Provider Defendants received Medicaid benefits to which they were not entitled.

105. Defendants knowingly made, caused to be made, induced, or sought to induce the making of a false statement or misrepresentation of material fact concerning information required to be provided by a federal or state law, rule, regulation, or provider agreement pertaining to a health care program. TEX. HUM. RES. CODE § 36.002(4)(b). The Provider Defendants made false statements or misrepresentations of material fact in their Provider Agreements by certifying compliance with Medicaid rules and regulations, which is a required component of those agreements as well as Medicaid rules and regulations. The Marketer Defendants caused these false statements or misrepresentations of material fact.

106. Defendants knowingly made or caused to be made a claim under a health care program for a service that is substantially inadequate or inappropriate when compared to generally recognized standards within the particular discipline or within the health care industry. TEX. HUM. RES. CODE § 36.002(7)(b). By operating on multiple quadrants of the mouth at one time and/or performing unnecessary dental services, the Defendants made or caused to be made claims for services that were performed in a manner that was inappropriate by generally recognized standards within the dental industry.

107. Defendants Frank Villanueva, Dental Axis, Lopez, and DMO solicited or received, directly or indirectly, overtly or covertly remuneration, including any kickback, bribe, or rebate, in cash or in kind for referring an individual to a person for the furnishing of, or for arranging the furnishing of, any item or service for which payment may be made, in whole or in part, under the medical assistance program. TEX. HUM. RES. CODE § 32.039(b)(1-b). In so doing, they violated TEX. HUM. RES. CODE § 36.002(13), which incorporates TEX. HUM. RES. CODE § 32.039.

108. Defendants Ben Luka, Sheel Patel, DFW Dental Capital, Samson Liu, SOH, and Hiren Patel offered or paid, directly or indirectly, overtly or covertly remuneration, including any kickback, bribe, or rebate, in cash or in kind to induce a person to refer an individual to another person for the furnishing of, or for arranging the furnishing of, any item or service for which payment may be made, in whole or in part, under the medical assistance program. TEX. HUM. RES. CODE §32.039(b)(1-d). In so doing, they violated TEX. HUM. RES. CODE § 36.002(13), which incorporates Section 32.039.

## **VII. PRAYER FOR RELIEF**

109. Texas seeks an amount as civil penalties that will be justified and appropriate under the facts and the law.

110. Texas invokes in the broadest sense all relief possible under the THFPA whether specified in this pleading or not.

111. For these reasons, Texas respectfully requests this Court to enter judgment for Texas and against Defendants and impose the following civil remedies and civil penalties available under TEX. HUM. RES. CODE §§ 36.052, 36.007:

- A. Texas requests that judgment be entered upon trial of this case in favor of Texas and Relator against Defendants to the maximum extent allowed by law.
- B. Texas asks that it recover from Defendants under the THFPA:
  - i. The value of any payments or any monetary or in-kind benefits provided under the Texas Medicaid program, directly or indirectly, as a result of Defendants' unlawful acts;
  - ii. Interest on the value in B(i);

- iii. Civil penalties in an amount not less than \$5,500.00 or more than \$11,000.00 or the maximum amount imposed as provided by 31 U.S.C. § 3729(a), if that amount exceeds \$11,000, for each unlawful act Defendants committed;
  - iv. Two times the value in (B)(i); and
  - v. Attorneys' fees, expenses, and costs.
- C. Texas also asks for other relief at law or in equity which it may show it is entitled to.

**VIII. DEMAND FOR JURY TRIAL**

The State demands trial by jury on all claims.

Dated: August 14, 2025

Respectfully submitted,

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