

23-9404

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

AFFIDAVIT IN SUPPORT OF ARREST WARRANTS

BEFORE ME, James v. Sherman Judge of the Fifteenth Circuit Court, in and for Palm Beach County, Florida, personally appeared Law Enforcement Lieutenant James Murray and Senior Investigator Joshua Grusendorf of the Florida Office of the Attorney General's Medicaid Fraud Control Unit, who being first duly sworn, deposes and says that he has reason to believe that certain laws of the State of Florida have been violated, in particular, the following:

The facts outlined in this affidavit establish probable cause to believe that Marianna Zadov and Shimon Leizgold, a.k.a. Simon Leizgold, committed the said offenses in violation of the laws of the State of Florida, and that said offenses, committed by Zadov and Leizgold, occurred in two or more judicial circuits in the State of Florida, namely, the Second Judicial Circuit/Leon County, the Fifteenth Judicial Circuit/Palm Beach County, the Nineteenth Judicial Circuit/St. Lucie County, and the Twentieth Judicial Circuit/Collier and Lee Counties, and said offenses were part of related transactions and/or were connected with an organized criminal conspiracy affecting two or more judicial circuits in the State of Florida and/or were facilitated or connected by the use of the internet, which is a crime occurring in every judicial circuit in the State of Florida.

CT. 1 RACKETEER INFLUENCED AND CORRUPT ORGANIZATION ACT (R.I.C.O.)

Based on the forgoing information, the Affiant has probable cause to believe that during the time period beginning on 11/03/2018 and continuing through 01/31/2022, the Defendants, Marianna Zadov and Shimon Leizgold, a.k.a. Simon Leizgold, did unlawfully, willfully, and knowingly participate, directly or indirectly in the conduct of an Enterprise's affairs through a pattern of racketeering activities in violation of F.S.S. 895.03(3).

CT. 2-CONSPIRACY R.I.C.O.

Based on the forgoing information, the Affiant has probable cause to believe that during the time period beginning on 11/03/2018 and continuing through 01/31/2022, the Defendants, Marianna Zadov and Shimon Leizgold, a.k.a. Simon Leizgold, conspired or endeavored to violate any of the provisions regarding F.S.S. 895.03(3), in violation of F.S.S. 895.03(4).

CT.3-GRAND THEFT \$20,000 OR MORE BUT LESS THAN \$100,000.

Based on the forgoing information, the Affiant has probable cause to believe that during the time period beginning on 11/03/2018 and continuing through 01/31/2022, the Defendants, Marianna Zadov and Shimon Leizgold, a.k.a. Simon Leizgold, did knowingly obtain or use, or endeavor to obtain or to use, the property of another with intent to, either temporarily or permanently, appropriate the property to their own use or to the use of any person not entitled to the use of the property in violation of F.S.S. 812.04(1)(b).

CT.4-MEDICAID PROVIDER FRAUD MORE THAN \$10,000, but less than \$50,000

Based on the forgoing information, the Affiant has probable cause to believe that during the time period beginning on 11/03/2018 and continuing through 01/31/2022, the Defendants, Marianna Zadov and Shimon Leizgold, a.k.a. Simon Leizgold, knowingly charged, solicited, accepted, or received anything of value, other than an authorized copayment from a Medicaid recipient, from any source in addition to the

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OFFICE OF THE ATTORNEY GENERAL
MEDICAID FRAUD CONTROL UNIT
CRIMINAL JUSTICE

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amount legally payable for an item or service provided to a Medicaid recipient under the Medicaid program, or knowingly failed to credit the agency or its fiscal agent for any payment received from a third-party source, and received or endeavored to receive anything of value of fifty thousand dollars or more, in violation of F.S.S. 409.920 (2)(a)3.

CT. 5-MEDICAID PROVIDER FRAUD MORE THAN \$10,000, but less than \$50,000

Based on the forgoing information, the Affiant has probable cause to believe that during the time period beginning on 11/03/2018 and continuing through 01/31/2022, the Defendants, Marianna Zadov and Shimon Leizgold, a.k.a. Simon Leizgold, did knowingly make, cause to be made, or aid and abet in the making of any false statement or false representation of a material fact, by commission or omission, in any claim submitted to the agency or its fiscal agent or a managed care plan for payment in violation of F.S.S. 409.920(2)(a)(1).

AFFIANT

The Affiant, James Murray, is a Law Enforcement Lieutenant with the Medicaid Fraud Control Unit (MFCU), Office of the Attorney General, State of Florida and has been employed in this position since 06/06/2014. In this position, it is the Affiant's duty to investigate fraud involving healthcare providers that intentionally defraud the state's Medicaid program through fraudulent billing practices. In this role, the Affiant has investigated a wide range of misconduct primarily originating from fraudulent billing schemes. The most common schemes involve doctors, dentists, clinics and/or other health care providers billing for services never performed, over-billing for services provided, or billing for tests, services, and products that are medically unnecessary. The Affiant was previously employed with the Plantation Police Department, from where he retired after approximately thirty years of service. During his career with the Plantation Police Department, he was assigned for twenty-one years to the Criminal Investigations Division and was assigned to various task forces within the Broward County Sheriff's Office, U.S. Marshals Service, and the Joint Terrorism Task Force. The Affiant has conducted and/or participated in many types of criminal investigations, including homicides, robberies, assaults, batteries, burglaries, thefts, sexual crimes, terroristic crimes, and fraud.

CO-AFFIANT

The Co-Affiant, Joshua Grusendorf, is a civilian Senior Investigator with the Medicaid Fraud Control Unit (MFCU), Office of the Attorney General, State of Florida. The Co-Affiant has been employed in this position since January of 2021. In this position, it is the Co-Affiant's responsibility to investigate instances of Medicaid Fraud involving healthcare providers who are defrauding the state's Medicaid system. This is most often done through fraudulent billing schemes such as billing for services not rendered or over-billing for services provided. The Co-Affiant was previously employed with the Medina Police Department and the Maple Heights Police Department, both of which are in the State of Ohio. The Co-Affiant held the position of Patrolman and Detective and has investigated numerous types of criminal investigations including homicide, robbery, theft, sexual crimes and fraud. Co-Affiant was also previously employed by the Ohio Attorney General's Office Ohio Peace Officer Training Academy. Co-Affiant was responsible for developing and teaching Advanced Law Enforcement Training in the areas of crime scene processing and criminal investigation.

PROBABLE CAUSE

This investigation was predicated upon information from a complaint filed with the Office of the Attorney General's Medicaid Fraud Control/MFCU. The complaint was filed by M.W.¹, a Florida resident and Medicaid recipient. The complaint alleged that M.W. was injured during a routine dental procedure

¹ In order to protect patient privacy, Medicaid recipients will be identified by initials only.

performed at Happy Smiles of Port St. Lucie, located at 1100 SW St. Lucie West Blvd, Suite 206, Port St. Lucie, Florida 34986. Additionally, the complaint alleged that M.W. was improperly charged for services which should have been covered by her insurance, i.e., Medicaid, and that she was charged for services that were not provided.

Happy Smiles of Port St. Lucie, Inc. is a registered corporation within the State of Florida. Shimon Leizgold, a.k.a. Simon Leizgold, hereinafter referred to as "Leizgold" is listed as its registered agent and Marianna Zadov, hereinafter referred to as "Zadov" is listed as its Officer/Director. Zadov is a licensed dentist in the State of Florida (DN1681) and the date of her licensure was 07/11/2003.

Zadov has been a Medicaid Dental Provider (Type 35) since 08/14/2008. In addition to the dental office located in St. Lucie, St. Lucie County, Zadov and Leizgold also own and operate additional dental offices located throughout Palm Beach, Broward, Collier, and Lee Counties. Zadov and Leizgold are re-imbursed for dental services issued to recipients via thirty (30) Medicaid provider accounts listed in her name as well as accounts in numerous Doctors employed by the company. All services are re-imbursed through various Bank accounts under the control of Zadov and Leizgold. Zadov and Leizgold are married, have children together, reside together, and are signatories on business-related bank accounts.

Evidence obtained through the course of the investigation revealed that for the period between 11/03/18 through 01/31/22 Zadov and Leizgold have systematically engaged in a scheme to defraud and steal from the Medicaid program and from Medicaid recipients. Zadov and Leizgold conspired to design plans whereby they could increase their profits by employing fraudulent billing practices.

In this case, Zadov and Leizgold engaged in, or caused others to engage in, Medicaid Provider Fraud by collecting fees from Medicaid recipients that were over and above the authorized copayment amount.

Scheme 1-Extractions

During the period beginning on 11/03/2018 and continuing through 01/31/2022, the dental practice owned by Zadov and Leizgold received payments totaling \$13,580.00 from 20 Medicaid recipients for procedures which were covered or were considered inclusive to a procedure covered under Medicaid, i.e., an Extraction.

Scheme 2-Cleanings

During the period beginning on 11/03/2018 and continuing through 01/31/2022, the dental practice owned by Zadov and Leizgold received payments totaling \$1,330.00 from 10 Medicaid recipients for procedures which were covered or were considered inclusive to a procedure covered under Medicaid, i.e., Cleanings.

Scheme 3-Fillings

During the period beginning on 11/03/2018 and continuing through 01/31/2022, the dental practice owned by Zadov and Leizgold received payments totaling \$1,495.00 from 9 Medicaid recipients in fees for procedures which were covered or were considered inclusive to a procedure covered under Medicaid, i.e., Fillings.

The dental practice owned by Zadov and Leizgold collected fees from Medicaid recipients other than the authorized copayment from Medicaid recipients by telling them that the fees were for services not covered under their insurance. In fact, the services they charged for were procedures either covered or considered inclusive to those covered under Medicaid. During this time period, 25 Medicaid recipients were illegally charged a total of \$16,405.00 for the above (3) three schemes. Medicaid was also charged \$5,324.68 for the underlying procedures associated with these out-of-pocket payments.

Under F.S.S. 895.03(3) it is unlawful for any person employed by, or associated with, any enterprise to conduct or participate, directly or indirectly, in such an enterprise through a pattern of racketeering activity or the collection of an unlawful debt.

Under F.S.S. 895.03(4) it is unlawful for any person to conspire or endeavor to violate any of the provisions of F.S.S. 895.03(3).

It has been established that:

- **Zadov and Leizgold own and operate dental clinics located in Palm Beach County and multiple Florida counties that provide dental service to Medicaid recipients.**
- **Zadov and Leizgold implemented fraudulent billing procedures across all Medicaid locations in an effort to increase profits.**
- **These fraudulent billing practices included charging Medicaid recipient's fees over and above the authorized co-payment amount for services which were covered or inclusive to services covered under Medicaid.**
- **These fraudulent billing practices included submitting claims to Medicaid for services that were never provided.**
- **Zadov and Leizgold implemented policies causing employees to mislead / lie to Medicaid recipients who were told that the dental work being performed was not covered by Medicaid.**
- **Zadov and Leizgold implemented policies resulting in treatments being denied to Medicaid recipients who refused to pay the additional fees.**
- **Zadov and Leizgold authorized the dismissal of recipients from the practice if they complained about dental services or complained about additional fees being charged.**
- **Zadov and Leizgold implemented policies to miscode covered procedures as non-covered procedures in order to allow them to collect fees from Medicaid recipients.**
- **The seized business records document their widespread actions of perpetuating these same or similar acts of fraud against thousands of victims.**

Note: This investigation has identified that the schemes implemented by Zadov and Leizgold encompass 5,452 individual Medicaid recipients which resulted in \$1,546,360.35 in fraud.

By engaging in these acts, Zadov and Leizgold committed multiple crimes, which include multiple counts of Medicaid Fraud and Theft. By committing at least two of these incidents, Zadov and Leizgold committed the offense of RICO through their conduct or participation in an enterprise through a pattern of racketeering activity.

Under F.S.S. 409.920(2)(a)(3) it is illegal to knowingly charge, solicit, accept, or receive anything of value, other than an authorized copayment from a Medicaid recipient, from any sources in addition to the amount legally payable for an item or services provided to a Medicaid recipient under the Medicaid program.

In this case, Zadov and Leizgold fraudulently charged and received payments for fees from Medicaid recipients.

In this case there is evidence to show that Zadov and Leizgold charged fees to Medicaid recipients for services either covered by or considered inclusive to services covered by Medicaid. These services were associated with Extractions, Cleanings, and Fillings.

Sworn statements were taken from the following victims:

Medicaid Recipient W.A./Happy Smiles/Port St. Lucie

Between 08/23/2019-10/29/2020, Medicaid recipient W.A., paid \$242.54 for procedures regarding four (4) fillings and one (1) Extraction. Additionally, W.A. was charged \$580.00 out-of-pocket for four (4) applications of Desensitizer and one (1) application of Gelfoam associated with the above Medicaid covered procedures. The use of Desensitizer and Gelfoam are inclusive parts of Medicaid covered procedures and are not eligible for out-of-pocket payments. At the time of the interview, W.A. told investigators that he still had work to be done, but that he was unable to afford it because of costs.

Medicaid Recipient S.B./ Polo Dental/Boca Raton

Between 05/07/2021 and 06/18/2021, Medicaid paid \$624.26 for procedures regarding seven (7) Extractions. Additionally, S.B. was charged, out-of-pocket, a total of \$1,400.00 for the placement of Bone Grafts related to her seven (7) Extractions. S.B. does not remember the dentist putting anything under her gums during the procedure. She said that she later asked about the Bone Grafts and was told at that time that she did not need them. The use of Bone Grafts are inclusive parts of Medicaid covered procedures and are not eligible for out-of-pocket payments. When investigators showed S.B. a treatment plan dated 07/28/2021, she stated that the signature at the bottom was not hers.

Medicaid Recipient L.C./Happy Smiles/Fort Myers

Between 06/17/2021 and 07/29/2021, Medicaid paid \$152.00 for covered dental procedures relating two (2) fillings and two (2) Cleanings. She was required to pay \$300.00 for one (1) Desensitizer, one (1) Pulp Cap and two (2) Irrigations associated with the above Medicaid procedures. The use of Desensitizer, Pulp Caps and Irrigations are inclusive parts of Medicaid covered procedures and are not eligible for out-of-pocket payments.

Medicaid Recipient P.C./Elite Dental/Jupiter

On 09/03/2021, Medicaid paid \$216.00 for eight (8) Extractions. Additionally, P.C. was charged \$1,600.00 via her CareCredit credit card for the placement of eight (8) Bone Grafts associated with the above Medicaid covered procedures. The use of Bone Graft is an inclusive part of this Medicaid covered procedure and is not eligible for out-of-pocket payments.

Medicaid Recipient M.D./Happy Smiles/Port St. Lucie

Medicaid recipient M.D., who was 81 years old at the time of treatment, previously suffered a brain aneurysm and was being cared for by her daughter Andrea Warrach. On 12/14/2018, Medicaid paid \$72.70 for two (2) fillings. Additionally, M.D. was charged \$110.00 out-of-pocket for two (2) Applications of Desensitizer associated with the above Medicaid procedures. The use of Desensitizer is an inclusive part of the Medicaid covered procedure and is not eligible for out-of-pocket payments. Ms. Warrach told MFCU investigators that she felt that Happy Smiles was "trying to extract a lot of money out of me" and that the work they did was not to benefit her mother. In the long run, Ms. Warrach chose to pay out-of-pocket at a non-Medicaid dentist in order to have her mother's teeth cared for.

Medicaid Recipient D.E./Happy Smiles of Fort Myers

Medicaid recipient D.E., has been identified as a disabled individual. D.E. stated that he had his teeth extracted in order to prepare for Dentures but after the Extractions he was told that he needed an additional surgical procedure before the Dentures could be placed. Between 09/17/2020 and 05/13/2021, Medicaid paid \$614.00 for procedures regarding sixteen (16) Extractions. Additionally, D.E. was charged \$2,700.00 out-of-pocket for eleven (11) applications of Bone Graft and five (5) applications of Gelfoam associated with the above Medicaid procedures. The use of Bone Graft and Gelfoam are inclusive parts of the Medicaid covered procedures and are not eligible for out-of-pocket payments. D.E. told MFCU investigators that when he asked for a receipt, he was told that they could not provide him with one because the printer was broken. When MFCU investigators reviewed D.E.'s chart they noticed that it reflected four separate fees of \$150.00 each for the application of Gelfoam on 01/13/2021, but that those charges were later altered in

the recipient's chart to reflect that a different procedure had been done that day. On 05/10/2021, those four Gelfoam charges were deleted and replaced with three separate fees of \$200.00 for the placement of Bone Grafts.

Medicaid Recipient D.F./Polo Dental/Boca Raton

Between 07/10/20 and 08/13/2021, Medicaid paid \$187.40 for procedures regarding four (4) Extractions. Additionally, D.F. was charged \$1,000.00 out-of-pocket for applications of four (4) Bone Grafts associated with the above Medicaid procedures. The use of Bone Graft is an inclusive part of the above Medicaid procedure and is not eligible for out-of-pocket payments. According to dental records obtained from the dental practice, there was a \$49.05 credit still on D.F.'s account, which had not been refunded to her. She also told MFCU investigators that she had been told that she needed numerous other dental procedures but that she declined them because she could not afford them.

Medicaid Recipient C.A./Happy Smiles/Fort Myers

Between 8/19/2020 and 8/31/2020, Medicaid paid \$80.00 for procedures regarding two (2) Extractions. Additionally, C.A. was charged \$300.00 out-of-pocket for two (2) applications of Gelfoam associated with the above Medicaid procedures. The use of Gelfoam is an inclusive part of the above Medicaid procedure and is not eligible for out-of-pocket payments.

Medicaid Recipient R.H./Polo Dental/Boca Raton

Medicaid recipient R.H., has been identified as a disabled individual. Between 05/11/2021 and 06/16/2021, Medicaid paid \$178.36 for two (2) Extractions. Additionally, R.H. was charged out-of-pocket \$650.00 for two (2) Bone Grafts associated with the above Medicaid procedure. The use of Bone Graft is an inclusive part of the above Medicaid procedure and is not eligible for out-of-pocket payments. MFCU investigators discovered that according to R.H.'s chart, she had an outstanding credit of \$325.00 which has not been refunded to her. When shown a receipt for a cash payment of \$150.00 from her, R.H. told MFCU investigators that the signature at the bottom of the receipt was not hers. During the course of the interview, R.H. asked MFCU investigators, "why they would do this to poor people"? and "When can I get my money back"?

Medicaid Recipient K.H./Elite Dental/Jupiter

Between 10/19/2021 and 10/27/2021, Medicaid paid \$78.84 for procedures regarding one (1) Extraction and one (1) filling. Additionally, K.H. was charged \$360.00 out-of-pocket for the application of one (1) Bone Graft and one (1) Pulp Cap associated with the above Medicaid procedure. The use of Bone Graft and Pulp Caps are an inclusive part of the above Medicaid procedure and is not eligible for out-of-pocket payments.

Medicaid Recipient D.K./Elite Dental/Jupiter

Medicaid recipient D.K., was 91 at the time she sought dental treatment, Darlene Kunde, the daughter of D.K. was her Power of Attorney for her care. On 01/27/2021, Medicaid was paid \$58.00 for procedures regarding one (1) Cleaning and one (1) Extraction. Additionally, D.K. was charged \$260.00 out-of-pocket for one (1) application of Irrigation and one (1) application of Gelfoam. The use of Irrigation and Gelfoam are an inclusive part of the above Medicaid procedures and are not eligible for out-of-pocket payments.

Medicaid Recipient M.L./Elite Dental/Jupiter

Between 02/25/2021 and 05/13/2021, Medicaid paid \$406.00 for procedures regarding one (1) cleaning and eight (8) fillings. Additionally, M.L. was charged \$540.00 out-of-pocket for one (1) application of Irrigation, two (2) applications of Desensitizer, and six (6) applications of Pulp Caps associated with the above Medicaid procedures. The use of Irrigation, Desensitizer and Pulp Caps are an inclusive part of the above Medicaid procedures and are not eligible for out-of-pocket payments. M.L. also stated that she was

told that this work was necessary and that if she did not have the work done, she would lose her teeth. M.L. advised that she was told that no work would be performed unless she paid the additional fees.

Medicaid Recipient E.B./Happy Smiles/Fort Myers

Between 10/5/2020 and 10/20/2020, Medicaid paid \$58.00 for procedures regarding one (1) Extraction and one (1) cleaning. Additionally, E.B. was charged \$200.00 out-of-pocket for one (1) application of Gelfoam and one (1) Irrigation associated with the above Medicaid procedures. The use of Gelfoam and Irrigation are inclusive parts of the above Medicaid procedures and are not eligible for out-of-pocket payments.

Medicaid Recipient B.P./Elite Dental/Jupiter

Between 08/30/2021 and 11/12/2021, Medicaid paid \$202.58 for procedures regarding one (1) cleaning, two (2) Extractions, two (2) fillings. Additionally, B.P. was charged \$780.00 out-of-pocket for two (2) Bone Graft, two (2) Pulp Caps, one (1) Irrigation associated with the above Medicaid procedures. The use of Bone Grafts, Pulp Caps and Irrigation are all inclusive part of the above Medicaid procedure and are not eligible for out-of-pocket payments. B.P. told MFCU investigators that she believes that they charged her for a Pulp Cap procedure that was not performed. She said that when she asked about it, she was told that she had been overcharged, and that the credit would be applied to her next procedure. B.P. stated that since that time, she has not been back to the office, nor has she been refunded the money. B.P. also advised MFCU investigators that she was not told about the placement of the Bone Graft until the procedure had already begun. She also said that she paid for Analgesia (Anesthesia) that it did not work.

Medicaid Recipient R.R./Happy Smiles/Port St. Lucie

Medicaid recipient R.R. was interviewed by MFCU investigators along with Tabitha Hester, her godmother, who was present and handled all financial matters with Happy Smiles concerning R.R. dental treatments. On 09/24/2020, Medicaid paid \$802.62 for procedures relating to nine (9) Extractions. Additionally, R.R. was charged \$1,440.00 out-of-pocket for nine (9) applications of Gelfoam in connection with the above Medicaid procedures. The use of Gelfoam is an inclusive part of the above Medicaid procedures and is not eligible for out-of-pocket payments. Ms. Hester questioned the use of Gelfoam and asked if it was necessary since it cost so much money she was told that she must pay the out-of-pocket costs for the procedures, or the work would not be done. Ms. Hester stated that she obtained a CareCredit credit card at the recommendation of the office so that she could pay for additional dental services for R.R. She said that she paid \$1,440.00 out-of-pocket using the CareCredit credit card for the application of Gelfoam.

Medicaid Recipient C.R./Polo Dental/Boca Raton

Between 02/12/2021, Medicaid paid \$80.00 for services regarding three (3) cleanings. Additionally, C.R. was charged \$240.00 out-of-pocket for two (3) Irrigations in connection with the above Medicaid procedures. The use of Irrigation is an inclusive part of the above Medicaid procedures and is not eligible for out-of-pocket payments. According to C.R.'s dental records, the charges for Irrigation were split between two service dates, 02/12/21 and 02/16/2021, but C.R. said that she did not go to the office on two separate occasions to receive the Cleanings. C.R. told MFCU investigators that she spoke with her MCO, MCNA, and was advised that she had not received Deep Cleanings and that she should not have had to pay for them. C.R. stated that she tried to get a refund from the office but was refused.

Medicaid Recipient S.S./Polo Dental/Boca Raton

Between 08/28/2020 and 05/24/2021, Medicaid paid \$181.00 relating to four (4) fillings and one (1) Cleaning. Additionally, S.S. was charged \$260.00 out-of-pocket for four (4) Pulp caps and one (1) Irrigation in connection with the above Medicaid procedures. The use of Pulp Caps and Irrigation is an inclusive part of the above Medicaid procedures and is not eligible for out-of-pocket payments. Medicaid recipient S.S. was only advised of the cost of the procedure after the work had already been performed and she was not given an explanation of what she was paying for. She said that on 10/19/2021, she had an Extraction and was told after the procedure that she owed \$200.00 for a Bone Graft related to the Extraction. She said that

she refused to pay because she had not consented to the placement of a Bone Graft and told them that she wanted it removed but was told it was too late because it had already been placed. She said that she left the office and was refused any further treatment by them. According to her chart, she was dismissed from the practice and was referred to as "crazy." The notes also reflect that there was in fact no Bone Graft placed in her mouth after all. S.S. told MFCU investigators that she felt there was a very coordinated effort to overwhelm patients and convince them of the need for additional services in order to collect more fees from them.

Medicaid Recipient N.S./Elite Dental/Jupiter

Between 08/31/2021 and 09/21/2021, Medicaid paid \$126.00 for two (2) Extractions and four (4) Cleanings. Additionally, N.S. was charged \$900.00 out-of-pocket for two (2) Bone Grafts and four (4) Irrigations in connection with the above Medicaid procedures. The use of Bone Grafts and Pulp Caps are an inclusive part of the above Medicaid procedures and is not eligible for out-of-pocket payments.

Medicaid Recipient N.S./Polo Dental/Boca Raton

Between 10/04/2021 and 10/22/2021, Medicaid paid \$75.00 for two (2) Extractions and one (1) Cleaning. Additionally, N.S. was charged \$490.00 for two (2) Bone Grafts and one (1) Irrigation in connection with the above Medicaid procedures. The use of Bone Grafts and Irrigation are an inclusive part of the above Medicaid procedures and are not eligible for out-of-pocket payments.

Medicaid Recipient D.W./Polo Dental/Boca Raton

Between 09/15/2020 and 03/11/2021, Medicaid paid \$166.84 for three (3) Extractions, one (1) Filling and one (1) Cleaning. Additionally, D.W. was charged \$925.00 out-of-pocket for three (3) applications of Gelfoam, one (1) Pulp Cap and one (1) Irrigation in connection with the above Medicaid procedures. The use of Gelfoam, Pulp Caps and Irrigation are all inclusive parts of the above Medicaid procedures and are not eligible for out-of-pocket payments.

Medicaid Recipient M.W./Happy Smiles/Port St. Lucie

On 02/11/19, Medicaid paid \$40.00 regarding one (1) Extraction. Additionally, M.W. was charged \$150.00 for one (1) application of Gelfoam in connection with the above Medicaid procedure. The use of Gelfoam is an inclusive part of the above Medicaid procedure and is not eligible for out-of-pocket payments.

Medicaid Recipient C.D./Happy Smiles/Port St. Lucie

On 01/14/2021, Medicaid paid \$407.99 for services regarding one (1) Extraction and four (4) Fillings. Additionally, C.D. was charged \$345.00 out-of-pocket for one (1) application of Gelfoam and four (4) applications of Desensitizer in connection with the above Medicaid procedures. The use of Gelfoam and Desensitizer are an inclusive part of the above Medicaid procedures and are not eligible for out-of-pocket payments.

Medicaid Recipient B.M./Happy Smiles/Fort Myers

Between 7/15/2021 and 08/05/2021, Medicaid paid \$147.00 for services regarding four (4) Extractions. Additionally, B.M. was charged \$400.00 out-of-pocket for four (4) Bone Grafts in connection with the above Medicaid procedures. The use of Bone Graft is an inclusive part of the above Medicaid procedures and is not eligible for out-of-pocket payments.

Medicaid Recipient G.T./Happy Smiles/Port Saint Lucie

On 02/11/2019, Medicaid was billed \$54.00 for services regarding two (2) Extractions. Additionally, G.T. was charged \$200.00 out-of-pocket for two (2) applications of Gelfoam in connection with the above Medicaid procedures. The use of Gelfoam is an inclusive part of the above Medicaid procedures and is not eligible for out-of-pocket payments.

Medicaid Recipient G.W./Polo Dental/Boca Raton

On 08/17/2020, Medicaid paid \$28.35 for services regarding one (1) Extraction. Additionally, G.W. was charged \$275.00 out-of-pocket for the application of one (1) Gelfoam in connection with the above Medicaid procedure. The use of Gelfoam is an inclusive part of the above Medicaid procedure and is not eligible for out-of-pocket payments.

During the time period beginning on 11/03/2018, and continuing through 01/31/2022, Zadov and Leizgold committed the crime of theft when they knowingly obtained or used, or endeavored to obtain or to use, the funds of individuals noted above with intent to, either temporarily or permanently deprive them of a right to the property or a benefit from the funds or to appropriate the funds to their own use or to the use of any person not entitled to the use of the funds, and in doing so obtained \$16,405.00 in funds they were not legally entitled to.

Under F.S.S. 409.920(2)(a)(1) it is illegal to make, cause to be made, or aid and abet in the making of any false statements or false representations in claims submitted for payment from Medicaid.

In this case Zadov and Leizgold engaged in Medicaid Provider Fraud by billing or causing others to bill Medicaid for services which were not rendered.

Sworn statements taken were taken from the following Medicaid recipients:

Medicaid Recipient J.A./Happy Smiles/Port St. Lucie

Cynthia Boyd, the caregiver of Medicaid recipient J.A., stated that J.A., who has been identified as a disabled individual, went to the dental office to be fitted for Dentures. Boyd said that impressions of J.A.'s mouth were taken but they were then told that J.A.'s gums were too smooth and therefore J.A. could not be fitted for Dentures. Boyd told MFCU investigators that J.A. never received Dentures even though MFCU investigators examined billing records and were able to confirm that Happy Smiles of Port Saint Lucie billed Medicaid on 06/29/2020 and were reimbursed \$651.00 for Dentures purportedly provided to J.A.

Medicaid Recipient C.C./Happy Smiles/Port St. Lucie

Between 02/01/2019 and 06/03/2019, Medicaid recipient C.C., a disabled adult attempted to obtain Dentures from Happy Smiles. She told investigators that when she called the office to inquire about the Dentures, she was told that the dentist was no longer working there, and they would need to call her back. C.C. told investigators that she never heard from the office again and did not receive Dentures and has subsequently moved to Colorado. Billing records show that Medicaid reimbursed Happy Smiles of Port St. Lucie \$620.00 for Dentures purportedly provided to C.C.

Medicaid Recipient R.T./Happy Smiles of Port St. Lucie

Medicaid recipient R.T., stated that he had gone to discuss the possibility of obtaining Dentures from Happy Smiles of port Saint Lucie, however he never returned. R.T. confirmed that he never received any Dentures from Happy Smiles. Billing records show that claims for Dentures were submitted to Medicaid 01/18/2019 and the dental practice was reimbursed \$625.00 for them.

Medicaid Recipient C.C.G./Happy Smiles/Port St. Lucie

Medicaid recipient C.C.G went to Happy Smiles on one occasion to discuss having her Dentures replaced. C.C.G. told MFCU investigators that she was never fitted for Dentures, nor did she receive them. MFCU investigators checked billing records, they discovered that claims for Dentures had been submitted to Medicaid, on 01/23/2019 and the dental practice was reimbursed \$620.00 for Dentures that C.C.G. never received.

Medicaid Recipient A.L./Polo Dental/Naples

Medicaid recipient A.L. stated that he never received Dentures from Polo Dental of Naples despite A.L. having eleven (11) teeth extracted in preparation for Dentures. As a result of the Extractions, A.L. suffered major medical complications and infections on his face and jaw. A.L. was given prescriptions for antibiotics for the infections but was provided with no further medical treatment. He stated that he was told by the dental office that nothing more could be done for him. He then went to another dentist to address the issues created by Polo Dental and was told that he would need surgery to remove a portion of his infected jaw. MFCU investigators examined billing records and were able to confirm that Polo Dental of Naples billed Medicaid on 12/03/2020 and were reimbursed \$620.00 for Dentures purportedly delivered to A.L.

During the period beginning on 11/03/2018 and continuing through 01/31/2022, the dental practice owned by Zadov and Leizgold submitted claims to and received reimbursement from Medicaid for Dentures that were never provided to Recipients in the amount of \$3,136.00.

Under F.S.S. 812.014(1)(a) it is unlawful for any person to knowingly obtain or use, or endeavor to obtain or to use, the property of another with intent to, either temporarily or permanently, appropriate the property to their own use, to wit: money of a value of twenty thousand dollars (\$20,000) or more, but less than one hundred thousand dollars (\$100,000) with intent to temporarily or permanently deprive the victims.

In this case Zadov and Leizgold engaged in a scheme whereby they deceived or caused others to deceive the parents and guardians of child Medicaid recipients by misleading them into believing that a portion of their child's braces was being paid for by insurance. In fact, insurance was not paying for any portion of the treatment, and the parents and guardians were actually being charged full price.

Sworn statements were taken from the following Medicaid recipients:

Victim M.C.: Mother of Medicaid recipients J.C. and L.C./ Happy Smiles/Port St. Lucie

On 08/24/2021, M.C. entered into two contracts with Happy Smiles of Port Saint Lucie regarding braces for her minor children, Medicaid recipients J.C. and L.C. Those contracts showed a co-payment amount of \$9,000 (\$4,500 for each child). M.C. was told by the business that Medicaid was covering a portion of the braces fee and each contract shows an insurance discount of \$1,100.

Victim R.C. Mother of Medicaid recipient A.C./Happy Smiles/Port St. Lucie

On 01/19/2021, R.C. entered into a contract with Happy Smiles of Port Saint Lucie regarding braces for her minor child, Medicaid recipient A.C. That contract showed a co-payment amount of \$3,000. The contract signed by R.C. shows an insurance discount of \$800.00.

Victim I.D.: Mother of Medicaid recipients M.G. and M.G./Happy Smiles/Port St. Lucie

Between 07/21/2020 and 08/24/2021, I.D. entered into two contracts with Happy Smiles of Port Saint Lucie regarding braces for her minor children, Medicaid recipients M.G. and M.G. The contract for M.G. showed a co-payment amount of \$2,800 and the contract for M.G. showed a co-payment amount of \$4,500. I.D. was told by the business that Medicaid was covering a portion of the braces fee. Each contract showed an insurance discount, one for \$800 and one for \$1,100.

Victim V.B.: Mother of Medicaid recipient R.S./Happy Smiles/Port St. Lucie

On 02/23/2021, V.B. entered into a contract with Happy Smiles of Port Saint Lucie regarding braces for her minor child, Medicaid recipient R.S. That contract showed a co-payment amount of \$4,500. V.B. was told by the business that Medicaid was covering a portion of the braces fee and the contract shows an insurance discount of \$1,100.

Victim A.W.: Mother of Medicaid recipient M.W./Happy Smiles/Port St. Lucie

On 02/23/2021, A.W. entered into a contract with Happy Smiles of Port Saint Lucie regarding braces for her minor child, Medicaid recipient M.W. That contract showed a co-payment amount of \$4,500. A.W. was told by the business that Medicaid was covering a portion of the braces fee and the contract shows an insurance discount of \$1,100.

Braces for Medicaid Recipients under 21 (Twenty-one) years of age are at times considered a covered benefit. Sometimes, preauthorization by the MCO is necessary, and other times the provider determines the medical necessity of the procedure. In either case, if deemed medically necessary, the placement of the braces is a covered procedure with no out-of-pocket payment required. In this fraudulent billing scheme implemented by Zadov and Leizgold, the parents/guardians of Medicaid recipients were enticed with a free orthodontic evaluation for their child. In lieu of determining medical necessity, Zadov and Leizgold directed their employees to sell these orthodontic treatment plans for out-of-pocket payment from the recipient, thereby circumventing the Medicaid process. It was only when a recipient refused to accept full responsibility for the cost of treatment that Zadov and Leizgold directed their employees to submit the treatment to Medicaid for a determination of coverage. During this process, the recipient was offered an "insurance discount" in order to entice them to agree to the treatment immediately. Therefore, the determination of Medicaid coverage for braces was based on the parent/guardian's willingness to accept full responsibility for payment and not on the medical necessity of the procedure.

A review of email communications involving Zadov and Leizgold found evidence that they were directing the policy of bypassing the Medicaid system in order to receive higher compensation from the Medicaid Recipients themselves.

During the period beginning on 11/03/2018 and continuing through 01/31/2022, the dental practice owned by Zadov and Leizgold, through deceptive means, endeavored to obtain \$28,300.00 from the parent/guardian of seven (7) Medicaid recipients in contracting them for Braces.

FORMER AND CURRENT EMPLOYEE INTERVIEWS

Shenara Cordy - Traveling Business Manager

Shenara Cordy is the traveling manager for Happy Smiles. Cordy told MFCU investigators that the business practices implemented at each of the office locations were dictated by Zadov and Leizgold. She confirmed that the fees associated with application of Gelfoam and Desensitizer and the process of Irrigation were billed to Medicaid recipients. She said that each office has "customary fees" which are set by the doctors, the owners, Leizgold, Zadov, and herself. Cordy advised that the only people who have the authority to waive fees for patients/recipients were Zadov and Leizgold.

Dr. Chi Nguyen-Dentist at Happy Smiles of Port St. Lucie

Dr. Chi Nguyen, the dentist who treated M.W., the original complainant in this case, at Happy Smiles of Port St. Lucie, was no longer employed by Happy Smiles of Port St. Lucie at the time that she was interviewed by MFCU investigators. Nguyen advised that Medicaid recipients were always charged for Gelfoam at Happy Smiles because the fees for Medicaid were really "low." Nguyen stated that this was the policy of the owners and that they set the fees. She said that Gelfoam is not charged to patients at her current practice because the fee is already "high." While at Happy Smiles, Nguyen advised that it was office protocol to use Gelfoam during every Extraction procedure.

Steven Birriel-Office Manager

When Steven Birriel, a former employee of Zadov's and Leizgold's dental practice, was asked about the extra charges to Medicaid recipients, he stated that if a patient/recipient refused to pay those extra fees, no service, even a service covered under Medicaid would be provided.

Dena Aitchison - Office Manager at Happy Smiles of Fort Myers

Dena Aitchison advised MFCU investigators that fees for procedures that were not covered under Medicaid were set by the owners, Zadov and Leizgold. She said that all complaints from patients about fees were forwarded to the owners, who were the only ones who could authorize a lower price. She stated that the owners were also the only ones allowed to authorize a procedure to be done at no cost to the patient.

Bryan Martin - District Manager

Bryan Martin advised MFCU investigators that he was the longest serving employee at the dental practice besides the owners, Zadov and Leizgold, themselves. He stated that Leizgold handled the business aspect of the company and Zadov handled the medical operations. He described the incentive program that the office managers have where they have the opportunity to earn bonuses based upon the amount of revenue they brought in. He stated they do this by "selling the treatment plans" and promoting alternative payment methods such as CareCredit and Sunbit. He affirmed that the ultimate decision-making authority at the company lies with Zadov and Leizgold and that out-of-pocket fees were reflected on a payment sheet that was kept at each office. He said these fees were set by the owners and are about the same at each office. Further, he stated that he has periodic conversations with Leizgold about which dentists were making money and which were not. He said he learned all of the dental codes from the payment sheets that were created by Zadov and Leizgold.

Tiffany Cioffi - Former Office Manager at Elite Dental of Jupiter

Tiffany Cioffi stated that she was trained primarily by Shenara Cordy and that this training included learning how to create treatment plans, some of which included out-of-pocket fees for Medicaid recipients. Under the direction of Cordy, Cioffi said she was directed to add the codes, the descriptions for services, and the amount patients were required to pay as an out-of-pocket expense. Cioffi was required to add out-of-pocket fees that would be added to services as follows:

- A surgical Extraction required the additional charge of \$300.00 (mandatory payment) for a Bone Graft or Gelfoam.
- A standard Cleaning required the additional charge of \$60 per quadrant (optional payment) for Irrigation.
- A Deep Cleaning required the additional charge of \$75 per quadrant (mandatory payment) for Irrigation.
- A Filling required the additional charge of \$55 - \$65 for a Pulp Cap or Desensitizer.

She said that she learned about these add on fees from Cordy and that the offices had forms and instruction sheets reflecting these fees. Cioffi stated that she had worked at the Polo Dental Boca Raton, Polo Dental West Palm Beach, Elite Dental of Jupiter, and Royal Dental of Boynton Beach locations. She said that she was promoted to office manager by Leizgold himself. She said that the training she received at each location was consistent with that which she had received from Cordy. She stated that Zadov and Leizgold directed office operations, and that as office manager, she participated in regular inter-office meetings which were presided over by Leizgold.

Jennifer Meeks - Former Office Manager at Polo Dental of Boca Raton

Jennifer Meeks told MFCU investigators that she worked for Polo Dental of Boca Raton from approximately 2008 until 2015 or 2016. Meeks stated that she left the company because Leizgold was verbally abusive and was a "micromanager." Meeks stated that the owners, Zadov and Leizgold, seemed

to care more about money than the patients and that she felt morally uncomfortable working there. Meeks advised that they used "add-on codes" at Polo Dental for Medicaid and HMO patients. She said that these "add-on codes" were used to increase fees because the amounts reimbursed by the insurance companies were often low. Meeks described the use of occlusal adjustments and Desensitizer as "add-on" codes for fillings. She said they would use Incision and Drainage, Alveoplasty, Bone Graft and Gelfoam as "add-on" codes for Extractions. Meeks said that they would add four (4) or five (5) codes to most procedures. She said the office would conduct Cleanings and would add Irrigation as an "add-on" code. Meeks stated that it seemed to her that too many people needed Deep Cleanings and she was told to tell patients that they were necessary because of "calculus, tartar and debris." She said that there were a couple of codes that they used if they were unable to find a proper code. These codes were D2999 and D3999. Meeks said that Leizgold was always in the office and watching everything the employees did. Meeks said she trained Bryan Martin when he was first hired. Meeks confirmed that they used a fee sheet created by Zadov and Leizgold when deciding how much to charge for each procedure. She said that she was trained by Zadov and Leizgold, and that Zadov and Leizgold implemented the practice of billing all of their non-PPO patients, including Medicaid recipients, additional out-of-pocket costs.

Suneetha Atluri - Former Employee

Suneetha Atluri told MFCU investigators that she worked as a dentist at Polo Dental in Boca Raton. Atluri told MFCU investigators that one of the reasons she left the company was because they were constantly pushing treatment plans and charging patients unnecessarily. She said Zadov and Leizgold wanted Gelfoam to be used on every Extraction and they were charging patients for this process. Atluri said when she left and began her own practice, she learned that this type of billing is not allowed. Atluri said she does not charge patients for Gelfoam at her practice because it is considered part of the Extraction procedure. Atluri stated that Zadov and Leizgold set the policy at the company and that they were aware of the work that was being done.

Defendant

Shimon S. Leizgold, a.k.a. Simon Leizgold, Owner and Registered Agent

On 06/04/2021, a pre-arranged, non-custodial interview with Leizgold, the registered agent of Happy Smiles of Port St. Lucie, took place. During that interview, Leizgold confirmed that he directs business operations for all ten (10) of the dental offices that he and his wife, Zadov, own and operate. He stated that all employees are trained to implement consistent policies and procedures throughout all of the offices. He further stated that each office independently submits claims to Medicaid for the services performed at that location.

Leizgold explained that each Medicaid recipient is evaluated by one of their licensed dentists and is provided with a treatment plan detailing recommended services and any out-of-pocket costs associated with the service. He went on to say that he personally reviewed all treatment plans, oversaw the actions of the dentists, and oversees assuring compliance with Medicaid rules.

He confirmed that the dental practice contracts with three MCOs or Managed Care Organizations, DentaQuest, Liberty Dental, and MCNA, and that Medicaid billing is processed through one of these companies. He acknowledged that, as the owners of the dental practice, he and his wife are fully responsible for implementing and complying with office policies that comply with the rules regulating Medicaid.

BUSINESS RECORDS AND EMAIL

Search warrants were executed at each of the dental offices operating in St. Lucie, Palm Beach, Collier, and Lee Counties, all of which serve Medicaid recipients. At the time of the search warrant, all seized items were cataloged, transported, and stored for additional review. In addition to the actual office files, MFCU

investigators also seized electronic equipment, including computers from the offices. A partial list of the electronically stored evidence obtained as a result of the execution of those warrants includes,

- Dental charts of Medicaid recipients
- X-rays
- Photographs
- Medicaid billing records
- Medicaid recipient billing records
- Payment receipts
- Fee charts
- Training manuals
- Logs of employee bonuses

Search warrants were also issued to the dental practice's email providers. A review of emails, computer documents and physical documents obtained through search warrants provided information regarding each of the schemes in this investigation. The documents obtained reflect that Zadov and Leizgold were aware of the complaints made regarding fraudulent practices and continued to allow and direct their dental offices to use them. Records of communications confirmed that Zadov and Leizgold set policy and fees at each of the locations in question.

DEFINITIONS

Agency for Health Care Administration/AHCA-the state agency that administers and/or supervises the administration of state Medicaid.

Claim-any communication, whether written or electronic, which is used by any person to apply for payment from Medicaid or its Fiscal Agent for each item or service purported by any person to have been provided by a person to any Medicaid Recipient.

Covered Services-Medical care, goods, services, or procedures that are reimbursable to the provider by Florida Medicaid.

Copayment-The amount a recipient is required to pay a provider for furnishing Florida Medicaid covered services.

Fiscal Agent-Gainwell Technology is the entity which is contracted with the Agency to receive, process, and adjudicate claims under Florida Medicaid.

Managed Care Organization/MCO-DentaQuest, Liberty Dental, and MCNA are the three managed care organizations that administer dental insurance coverage to Medicaid recipients in Florida.

Medicaid- Florida Medicaid is the state and Federal partnership that provides health coverage, including coverage for dental services, for selected categories of people in Florida with low incomes. Its purpose is to improve the health of people who might otherwise go without medical care for themselves and their children.

Medicaid Fraud Control Unit/MFCU- The State of Florida Office of the Attorney General's Medicaid Fraud Control Unit investigates and prosecutes fraud involving providers that intentionally defraud the state's Medicaid program through fraudulent billing practices.

Medicaid Provider Agreement-The agreement is a legal contract between the provider applicant and AHCA. The applicant provider is responsible for its employees and contractors maintaining compliance with the terms of the agreement. The agreement must be signed by the provider or by the provider's registered agent.

Provider-Any entity, facility, person, or group who is enrolled in the Medicaid program and provides services to Medicaid recipients and bills Medicaid for services provided.

Recipient-An individual who is eligible for Medicaid.

- **Add On Fees**-Collecting payments from Medicaid recipients for services that were either covered or were considered inclusive to covered services under Medicaid by unbundling services and miscoding procedures.
- **Double Billing**-Submitting claims to Medicaid for reimbursement while also collecting fees from Medicaid recipients for the same services.
- **Billing for Services Not Rendered**
This investigation also found that Zadov and Leizgold had implemented policy whereby Dentures would be billed to Medicaid long before they were ever delivered to the recipient, which is against Medicaid policy. In several instances, Dentures were never delivered to the recipients. Not only would this deny the Medicaid recipient the item for which Medicaid had paid, it would also prevent that recipient from ever going elsewhere to receive Dentures. Medicaid policy dictates that Recipients are eligible for one pair of Dentures per lifetime.
- **Theft by Deception – Grand Theft**
During this investigation, it was discovered that Zadov and Leizgold had devised a scheme to charge Medicaid recipients out-of-pocket fees for braces without determining their qualifications for Medicaid coverage. By doing this, Zadov and Leizgold were able to effectively bypass the Medicaid system, thereby receiving more substantial payments from the Medicaid recipients than they would have received from the Medicaid program.

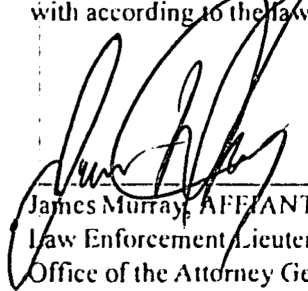
DEFENDANTS

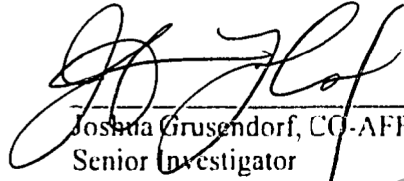
Name: **Marianna Zadov**
Date of Birth: 07/19/1976
Race/Sex: Caucasian/Female
Height: 5' 10"
Florida Drivers' License: Z310-540-76-759-0
Social Security Number: [REDACTED]
Last Known Address: 10151 Isle Wynd Court, Boynton Beach, Florida 33437

Name: **Shimon Leizgold, a.k.a. Simon Leizgold**, an Israeli immigrant, Alien Registration #A203 101894
Date of Birth: 07/06/1975
Race/Sex: Caucasian /Male
Height: 5' 10"
Florida Drivers' License: L243-780-75-246-0
Social Security Number: [REDACTED]

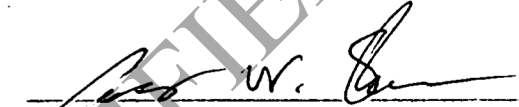
Last Known Address: 10151 Isle Wynd Court, Boynton Beach, Florida 33437

Affiant requests that warrants be issued for Marianna Zadov and Shimon S. Leizgold, a.k.a. Simon Leizgold; commanding all sheriffs and police chiefs of the State of Florida and elsewhere or any duly authorized officer or deputies, to arrest these subjects and bring them before the court so they may be dealt with according to the law.


James Murray, AFFIANT
Law Enforcement Lieutenant
Office of the Attorney General
State of Florida
Medicaid Fraud Control Unit


Joshua Grusendorf, CO-AFFIANT
Senior Investigator
Office of the Attorney General
State of Florida
Medicaid Fraud Control Unit

SWORN and SUBSCRIBED before me on this 1 day of 11, 2023.


Circuit Court Judge
Fifteenth Judicial Circuit
State of Florida

NOT A CERTIFIED COPY