

# SUMMONS ISSUED

Case 1:11-cv-04018-ARR-RER Document 1-2 Filed 08/19/11 Page 1 of 2 PageID # 307

**FILED**  
IN CLERK'S OFFICE  
U.S. DISTRICT COURT E.D.N.Y.

JS 44 (Rev. 12/07)

## CIVIL COVER SHEET

★ AUG 19 2011 ★

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

**BROOKLYN OFFICE**

### I. (a) PLAINTIFFS

GOVERNMENT EMPLOYEES INSURANCE COMPANY, et al.

(b) County of Residence of First Listed Plaintiff Montgomery, MD

(EXCEPT IN U.S. PLAINTIFF CASES)

**CV11-4018**

(c) Attorney's (Firm Name, Address, and Telephone Number)

### DEFENDANTS

BARRY DUBLIN, M.D., et al.

County of Residence of First Listed Defendant

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

Attorneys (If Known) **ROSS, J.** **REYES M.J.**

### II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question (U.S. Government Not a Party)
- ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

### III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   |                            |                                       |   |                                       |                            |
|---|----------------------------|---------------------------------------|---|---------------------------------------|----------------------------|
|   | PTF                        | DEF                                   |   | PTF                                   | DEF                        |
| Citizen of This State                   | <input type="checkbox"/> 1 | <input checked="" type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4            | <input type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2 | <input type="checkbox"/> 2            | Incorporated and Principal Place of Business In Another State | <input checked="" type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3            | Foreign Nation  | <input type="checkbox"/> 6            | <input type="checkbox"/> 6 |

### IV. NATURE OF SUIT (Place an "X" in One Box Only)

<b>CONTRACT</b> <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>TORTS</b> <b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <b>PERSONAL INJURY</b> <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input checked="" type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<b>FORFEITURE/PENALTY</b> <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	<b>BANKRUPTCY</b> <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<b>OTHER STATUTES</b> <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
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### V. ORIGIN

(Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from another district (specify)
- ☐ 6 Multidistrict Litigation
- ☐ 7 Appeal to District Judge from Magistrate Judgment

### VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing. (Do not cite jurisdictional statutes unless diversity):  
28 U.S.C. § 1331 (federal question jurisdiction), 18 U.S.C. § 1964 and 28 U.S.C. § 1332

Brief description of cause:

**Action for money damages for fraud, violation of N.Y.G.B.L. § 349, Unjust enrichment and RICO**

### VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$  
**12,200,000.00**

CHECK YES only if demanded in complaint:  
 JURY DEMAND: ☐ Yes ☒ No

### VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE **HON. SANDRA L. TOWNES**

DOCKET NUMBER **CV 09-3582(SLT)(RLM)**

DATE

**8/19/11**

SIGNATURE OF ATTORNEY OF RECORD

*[Signature]*

FOR OFFICE USE ONLY

RECEIPT # \_\_\_\_\_ AMOUNT \_\_\_\_\_ APPLYING IFP \_\_\_\_\_ JUDGE **ROSS** MAG. JUDGE **Reyes**

4018

**ARBITRATION CERTIFICATION**

I, Randall K. Roonan, counsel for Plaintiffs do hereby certify pursuant to the Local Arbitration Rule 83.10 that to the best of my knowledge and belief the damages recoverable in the above captioned civil action exceed the sum of \$150,000 exclusive of interest and costs. No Relief other than monetary damages is sought.

**DISCLOSURE STATEMENT - FEDERAL RULES CIVIL PROCEDURE 7.1**

Identify any parent corporation and any publicly held corporation that owns 10% or more of its stocks:

**RELATED CASE STATEMENT (SECTION VIII)**

All cases that are arguably related pursuant to Division of Business Rule 50.3.1 should be listed in Section VIII on the front of this form. Rule 50.3.1 (a) provides that "A civil case is "related" to another civil case for purposes of this guideline when, because of the similarity of facts and legal issues or because the cases arise from the same transactions or events, a substantial saving of judicial resources is likely to result from assigning both cases to the same judge and magistrate judge."

**NY-E DIVISION OF BUSINESS RULE 50.1(d)(2)**

1.) Is the civil action being filed in the Eastern District removed from a New York State Court located in Nassau or Suffolk County? No

2.) If you answered "no" above:

a) Did the events or omissions giving rise to the claim or claims, or a substantial part thereof, occur in Nassau or Suffolk County? No

b) Did the events of omissions giving rise to the claim or claims, or a substantial part thereof, occur in the Eastern District? No

If your answer to question 2 (b) is "No," does the defendant (or a majority of the defendants, if there is more than one) reside in Nassau or Suffolk County, or, in an interpleader action, does the claimant (or a majority of the claimants, if there is more than one) reside in Nassau or Suffolk County? No

(Note: A corporation shall be considered a resident of the County in which it has the most significant contacts).

**BAR ADMISSION**

I am currently admitted in the Eastern District of New York and currently a member in good standing of the bar of this court.

Yes ☒ No ☐

Are you currently the subject of any disciplinary action (s) in this or any other state or federal court?

Yes ☐ (If yes, please explain) No ☒

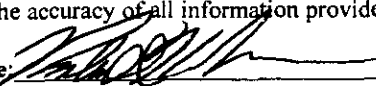
Please provide your E-MAIL address and bar code below. Your bar code consists of the initials of your first and last name and the last four digits of your social security number or any other four digit number registered by the attorney with the Clerk of Court. (This information must be provided pursuant to local rule 11.1(b) of the civil rules).

Attorney Bar Code: RR4407

E-MAIL Address: randyr@shortandbilly.com

Electronic filing procedures were adopted by the Court in Administrative Order No. 97-12, "In re: Electronic Filing Procedures (ECF)." Electronic filing became mandatory in Administrative Order 2004-08, "In re: Electronic Case Filing." Electronic service of all papers is now routine.

I certify the accuracy of all information provided above.

Signature: 

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

-----X  
GOVERNMENT EMPLOYEES INSURANCE COMPANY,  
GEICO GENERAL INSURANCE COMPANY, GEICO  
INDEMNITY CO., AND GEICO CASUALTY COMPANY,

**COMPLAINT**

Plaintiffs,

-against-

BARRY DUBLIN, M.D., MICHAEL ALLEYNE, M.D.,  
RICHARD BERARDI, M.D., VIVIANE ETIENNE, M.D.,  
FRANK FAZIO, M.D., TATYANA GABINSKAYA, M.D.,  
SERGEY GABINSKY, M.D., RAFAEL DELACRUZ GOMEZ,  
M.D., CHOONG KWAN KIM, M.D., NIKOLAI LAGODUKE,  
M.D., LEE NAGOURNEY, M.D., ROMAN MATATOV,  
HENRY SENDYK, M.D., JASON SHEVETZ, M.D., VICTORIA  
TSINBERG, M.D., MARAT TSIRLIN, M.D., AKO MEDICAL,  
P.C., BRONX MEGA CARE MEDICAL, P.L.L.C., DUBLIN  
MEDICAL, P.C., FLATLANDS MEDICAL, P.C., FMF MEDICAL,  
P.C., JAMAICA DEDICATED MEDICAL CARE, P.C., J & J  
MEDICAL, P.C., KATH MEDICAL, P.C., MDJ MEDICAL,  
P.C., MEDICAL POLIS, P.C., METAR MEDICAL, P.C.,  
MICHAEL ALLEYNE MEDICAL DOCTOR, P.C.,  
NEOMY MEDICAL, P.C., SATURN MEDICAL, P.C.,  
SEBASTIAN MEDICAL, P.C., SUM BILLING CORP., V.E.  
MEDICAL CARE, P.C., JOHN DOES I-20 and ABC CORPS. 1-20,

Defendants.  
-----X

The Plaintiffs Government Employees Insurance Company, GEICO General Insurance Company, GEICO Indemnity Co., and GEICO Casualty Company, by and through their attorneys, Short & Billy, P.C., for their Complaint in this action, hereby allege as follows:

**BACKGROUND AND INTRODUCTION**

**Overview of the No-Fault Laws**

1. The State of New York has provided for no-fault automobile insurance as a form of coverage designed to be useful to the consumer and to provide medical coverage, lost

wages and other benefits to people injured in automobile accidents so that they can recover from their injuries with minimal disruption in their lives. For approximately twenty years, commencing with its inception in 1974, the no-fault system functioned to the benefit of the consumer at premiums that were generally affordable.

2. Since the mid-1990s New York's no-fault coverage has been targeted by perpetrators of fraud. An increasingly large number of such persons have gone into business with the purpose of abusively billing New York no-fault. The New York Court of Appeals commented in upholding changes to the Insurance Department's No-Fault regulations that the No-Fault system has been targeted by and permeated with fraud. As the Court of Appeals explained in Matter of Medical Society of New York v. Serio, 100 N.Y.2d 854, 768 N.Y.S.2d 423 (2003), the fraud has included staged accidents, billing for unnecessary services and organized crime involvement. Id. at 861-62, 768 N.Y.S.2d at 731.

3. The problem continues to the present, as the State Senate Standing Committee on Insurance recognized in hearings on no-fault fraud. *See* New York State Senate, Notice of Public Hearing (Feb. 4, 2010) (discussing "fraud and abuse of [New York's] no-fault system").

4. The Defendants have exploited and abused the No-fault system and have engaged in some of the most abusive practices in the history of the New York No-fault system. The Defendants have submitted fraudulent claims. In claim after claim after claim they have falsified test results. They have billed for fictitious services that were never rendered as billed and in many cases their services have been incompetent and rendered without regard to the welfare of the patients. Indeed, in many cases the practices of the Defendants could have endangered the welfare of their patients.

**Nature of the Action**

5. The no-fault system is designed to provide compensation for health care expenses and to process claims quickly. As a consequence the submission of bills for facially valid services will often result in a payment from a no-fault insurer. The Defendants have taken advantage of this system to submit and receive payment for fraudulent billing. All of the Defendants in this action have targeted fee schedule codes that are compensable under the New York no-fault system for a nerve conduction velocity tests. The Defendants have claimed such tests were administered and have then submitted phony and fictitious test reports. In claim after claim after claim the Defendants have fabricated and made up the test results and then submitted substantial billing for services that were never provided.

6. The Defendants have engaged in an overall pattern of billing fraud and have inflated their billing and submitted exorbitant charges. They have falsely billed for nerve conduction velocity testing and have engaged in other billing schemes, including circumvention of fee schedule limits, billing lay person and/or chiropractic services as medical services, billing for services that were not necessary and billing for services that were not provided.

7. The Defendants' practices have been fraudulent, brazen and relentless. This fraud is in some respects unprecedented. The Defendants Dublin and Kim have engaged in these fraudulent practices at multiple professional corporations.

8. The professional medical corporation Defendants are not truly owned, controlled and managed by the medical doctors who are listed on paper as the owners. These professional corporations have been used as fronts to perpetrate billing fraud.

9. The Defendants have engaged in these fraudulent schemes at a time when the cost of automobile insurance is significant in the State of New York and at a time when due to

overall economic circumstances this is now a greater burden for more and more families. Yet as the New York State Senate Standing Committee on Insurance has observed “a significant percent of each individuals automobile insurance premium can be attributed to fraud.” For the Defendants to engage in fraud on a massive scale is anti-consumer, against the public interest and contributes to the fraud that plagues the no-fault system and higher premiums.

10. The Defendants have engaged in a massive fraudulent scheme and have billed GEICO alone over 23 million dollars.

11. Several of the individual and corporate Defendants – AKO, Sebastian, Neomy, VE Medical, Kath, Polis, Etienne, Shevetz, Berardi, Nagourney, Nikolai, Kim and Tsirlin - have already been named as Defendants in another action by Allstate for their fraudulent practices in a 2009 action in this Court under Docket No. 09-3582. Even after being sued in Federal Court in a RICO action by Allstate, many of the Defendants continued with the same fraudulent activities and continued to bill GEICO for claims that were fraudulent for services that were fictitious. They should have clearly known it was both wrong and endangered their patients from the beginning of the scheme. The action by Allstate provided clear notice of the enormity of their fraud. Yet many of these Defendants have continued the fraudulent scheme and have continued to submit clearly fraudulent claims.

12. The Defendants’ practices are against the interests of the very patients/assignors they purport to treat. Were any of their fraudulent test reports to be relied upon, improper care could be provided to the patients as a result. The Defendants have repeatedly made up test results for what could be an important test for a patient who was injured. Inflating billing for fictitious services also uses some of the patients’ \$50,000 accident coverage reducing what would be left for other expenses including lost wages. As such the practices the Defendants have engaged

in are not only fraudulent, they are against the interests of the consumer and the general public and they are against the interests of the very patients/assignors these Defendants claim to be treating and/or testing. The Defendants engaged in a fraudulent scheme of unimaginable proportions. The Defendants engaged in an incredible brazen fraud that is tantamount to an assault against the well being of the patients, the premium paying public, the insurers including the Plaintiffs, the public of the State of New York and the profession of medicine itself. The Defendants manufactured one false report with fictitious test results after another and did so with patient after patient after patient.

13. In many cases the same exact fraudulent test results were used by several different professional corporation Defendants. In some cases, the Defendants not only falsified the results, the results were incompetent and the false and incompetent results were then used for multiple patients at several different professional corporations. For example, The Defendant Neomy Medical submitted a bill and a report for a nerve conduction velocity test allegedly administered on B. R. on March 4, 2008 by the Defendant Kim. The Defendant Jamaica Dedicated Medical also submitted a bill and a report for a nerve conduction velocity test allegedly administered on C. D. on May 14, 2009 by the Defendant Kim. The Defendant AKO Medical also submitted a bill and a report for a nerve conduction velocity test allegedly administered on M. H. on March 24, 2009 by the Defendant Tsirlin. The same exact test results were put in the name of these professional corporation s for different patients. In addition, two different tests of the same nerve were set forth side by side with completely different results – clearly an error in the report. There was not just one Left Ulnar reading for the nerve conduction report for the motor nerves, but two completely different ones. These two different sets of numbers were used not just at one of the Defendants for a single patient. They were set forth right next to each other in the same exact



fashion at each of these professional corporations with different patients. Thus, not only were same exact results falsified and repeated for different patients at different PC Defendants by different doctors, they actually repeated the same exact mistakes for each patient. Either the Defendant PCs made up two totally different test results and incompetently listed them right next to each other with totally different results, or they mislabeled the wrong nerve with their falsified results. Doing so with one patient was a serious error. Having the same results copied for multiple patients with multiple Defendant PCs and different doctors provides an indication of the vast scope of the fraud. To repeat the same mistakes and insert into multiple patient results also is an indication of the total lack of regard for the patients. Such an obvious mistake should have been detected by any medical doctor actually reviewing and preparing the results with the best interests of the patient in mind. Here, as part of a greedy and fraudulent scheme, the same mistakes in the falsified results were repeated again and again.

14. The Defendant Dublin Medical even used the same exact falsified test results and waveforms on two different parts of the body for two different patients. The Defendant Dublin Medical submitted a bill and a report for a nerve conduction velocity test allegedly administered on D. D. on April 22, 2010. The Defendant Dublin Medical also submitted a bill and a report for a nerve conduction velocity test allegedly administered on A. R. on April 22, 2010. The values reported and the wave forms for the Left Ulnar (ADM) motor nerves on D. D. and the values reported and the wave forms for the Right Ulnar (ADM) motor nerves on A.R. were identical. This is physiologically impossible and showed no regard for the welfare and interest of the patient.

15. The Defendant Michael Alleyne Medical has submitted other abusive billing to GEICO. In order to circumvent the Worker's Compensation maximum allowance of 8 physical



therapy units per day, the Defendant Michael Alleyne Medical uses surgical CPT code 64550 routinely on patients on the same days the maximum physical therapy allowed is administered.

16. This action is filed to recover payments made by GEICO for no-fault claims that were fraudulently billed in that the services were fictitious with fabricated test results, were intentionally misrepresented, medically unnecessary or never rendered. GEICO also seeks a declaratory judgments that GEICO is not required to pay any no-fault claims of the Defendants because of: (1) the fraudulent ownership and/or billing practices; (2) the Defendants' failure to appear for an examination under oath in order to permit verification of their claims; (3) the Defendant's improper and undisclosed self-referral practices; and (4) the Defendants' use of independent contractors.

17. As a result of Defendants' actions alleged herein, GEICO was defrauded in an amount in excess of 12.1 million dollars, the exact amount to be determined at trial, in payments which the Defendants received for fraudulently billing. GEICO seeks to recover the payments it has made and seeks treble damages or approximately \$36 million for services that the Defendants never rendered, or were not entitled to bill for or that they knew or should have known were not medically necessary or were so improperly performed as to be useless. GEICO also seeks a declaration that no payments should be made to the Defendants on any unpaid claims.

### **THE PARTIES**

#### **Plaintiffs**

18. The Plaintiff Government Employees Insurance Company is a corporation organized under the laws of the State of Maryland and is authorized to conduct business in the State of New York and maintains an office in Woodbury, New York.

19. The Plaintiff GEICO General Insurance Company is a corporation duly existing under the laws of the State of Maryland and is authorized to conduct business in the State of New York and maintains an office in Woodbury, New York.

20. The Plaintiff GEICO Indemnity Company is a corporation duly existing under the laws of the State of Maryland and is authorized to conduct business in the State of New York and maintains an office in Woodbury, New York.

21. The Plaintiff GEICO Casualty Company is a corporation organized under the laws of the State of Maryland and is authorized to conduct business in the State of New York and maintains an office in Woodbury, New York.

22. The Plaintiffs Government Employees Insurance Company, GEICO General Insurance Company, GEICO Indemnity Co. and GEICO Casualty Company are collectively referred to herein as “GEICO.”

#### **Individual Defendants**

23. The Defendant Barry Dublin, M.D. (hereinafter referred to as “Dublin”) is a resident of the State of New York and is licensed by the State of New York to practice the profession of medicine. He is the owner of the Defendants Dublin Medical and Flatlands. Dublin provided testing with fictitious results and impossible findings at the Defendants Dublin Medical, Flatlands, FMF, MDJ, and Metar. The Defendant Dublin is a surgeon.

24. The Defendant Michael Alleyne, M.D. (hereinafter referred to as “Alleyne”) is a resident of the State of New York and is licensed by the State of New York to practice the profession of medicine. He has formed Defendant Michael Alleyne Medical. The Defendant Michael Alleyne Medical has submitted billing for nerve conduction velocity studies with fraudulent and impossible results.

25. The Defendant Richard Berardi, M.D. (hereinafter referred to as “Berardi”) is a resident of the State of New York and is licensed by the State of New York to practice the profession of medicine. He has formed the Defendants Neomy and MDJ. The Defendants Neomy and MDJ have submitted billing for nerve conduction velocity studies with fraudulent and impossible results.

26. The Defendant Viviane Etienne, M.D. (hereinafter referred to as “Etienne”) is a resident of the State of New York and is licensed by the State of New York to practice the profession of medicine. She has formed the Defendants Jamaica and VE Medical although she does not own, manage and/or control the Defendants Jamaica and VE Medical. The Defendants Jamaica and VE Medical have submitted billing for nerve conduction velocity studies with fraudulent and impossible results.

27. The Defendant Frank Fazio, M.D. (hereinafter referred to as “Fazio”) is a resident of the State of New York and is licensed by the State of New York to practice the profession of medicine. He has formed the Defendant FMF Medical. The Defendant FMF has submitted billing for nerve conduction velocity studies with fraudulent and impossible results.

28. The Defendant Tatyana Gabinskaya, M.D. (hereinafter referred to as “Gabinskaya”) is a resident of the State of New York and is licensed by the State of New York to practice the profession of medicine. She practices in the field of pediatrics. She has formed the Defendant J & J although she does not own, manage and/or control the Defendant J & J. The Defendant J&J has submitted billing for nerve conduction velocity studies with fraudulent and impossible results.

29. The Defendant Sergey Gabinsky, M.D. (hereinafter referred to as “Gabinsky”) is a resident of the State of New York and is licensed by the State of New York to

practice the profession of medicine. He practices in the field of pediatrics. He has formed the Defendant Metar although he does not own, manage and/or control the Defendant Metar. The Defendant Metar has submitted billing for nerve conduction velocity studies with fraudulent and impossible results.

30. The Defendant Rafael Delacruz Gomez, M.D. (hereinafter referred to as “Gomez”) is a resident of the State of New York and is licensed by the State of New York to practice the profession of medicine. He has formed the Defendant Bronx Mega Care Medical. The Defendant Bronx Mega Care Medical has submitted billing for nerve conduction velocity studies with fraudulent and impossible results.

31. The Defendant Choong Kwan Kim, M.D. (hereinafter referred to as “Kim”) is a resident of the State of New York and is licensed by the State of New York to practice the profession of medicine. He provided false testing reports for the Defendants VE Medical, Jamaica, J & J, Sebastian, Polis, Neomy, Alleyne, MDJ, Flatlands, Saturn, Michael Alleyne Medical, FMF, Bronx Mega Care, and Kath.

32. The Defendant Nikolai Lagoduke, M.D. (hereinafter referred to as “Nikolai”) is a resident of the State of New York and is licensed by the State of New York to practice the profession of medicine. He has formed the Defendant Polis. The Defendant Polis has submitted billing for nerve conduction velocity studies with fraudulent and impossible results.

33. Roman Matatov (hereinafter referred to as “Matatov”) is a resident of the State of New York. Matatov is listed as the owner of Sum Billing.

34. The Defendant Lee Nagourney, M.D. (hereinafter referred to as “Nagourney”) is a resident of the State of New York and was licensed by the State of New York to

practice the profession of medicine. He has formed the Defendant AKO. The Defendant AKO has submitted billing for nerve conduction velocity studies with fraudulent and impossible results.

35. The Defendant Henry Sendyk, M.D. (hereinafter referred to as "Sendyk") is a resident of the State of New Jersey and is licensed by the State of New York to practice the profession of medicine. He has formed the Defendant Kath. The Defendant Kath has submitted billing for nerve conduction velocity studies with fraudulent and impossible results.

36. The Defendant Jason Shevetz, M.D. (hereinafter referred to as "Shevetz") is a resident of the State of New York and is licensed by the State of New York to practice the profession of medicine. He has formed the Defendant Sebastian Medical. The Defendant Sebastian Medical has been used to inflate the billing of chiropractor Ibrahim Fatiha who is located at the same address as Sebastian. The Defendant Sebastian has submitted billing for nerve conduction velocity studies with fraudulent and impossible results.

37. The Defendant Victoria Tsinberg, M.D. (hereinafter referred to as "Tsinberg") is a resident of the State of New York and is licensed by the State of New York to practice the profession of medicine. She has formed the Defendant Saturn. The Defendant Saturn has submitted billing for nerve conduction velocity studies with fraudulent and impossible results

38. The Defendant Marat Tsirlin, M.D. (hereinafter referred to as "Tsirlin") is a resident of the State of New York and is licensed by the State of New York to practice the profession of medicine. He provided testing with fictitious and impossible findings for the Defendants AKO and Sebastian.

#### **Professional Corporation Defendants**

39. The Defendant AKO Medical, P.C. (hereinafter referred to as "AKO") is a corporation organized under the laws of the State of New York and owned on paper by the

Defendant Nagourney. The Defendant AKO has submitted billing for nerve conduction velocity studies with fraudulent and impossible results.

40. The Defendant Bronx Mega Care Medical, P.L.L.C. (hereinafter referred to as “Bronx Mega Care”) is a corporation organized under the laws of the State of New York and owned on paper by the Defendant Delacruz. The Defendant Bronx Mega Care has submitted billing for nerve conduction velocity studies with fraudulent and impossible results.

41. The Defendant Dublin Medical, P.C. (hereinafter referred to as “Dublin Medical”) is a corporation organized under the laws of the State of New York and owned on paper by the Defendant Dublin. The Defendant Dublin Medical has submitted billing for nerve conduction velocity studies with fraudulent and impossible results.

42. The Defendant Flatlands Medical, P.C. (hereinafter referred to as “Flatlands”) is a corporation organized under the laws of the State of New York and owned on paper by the Defendant Dublin. The Defendant Flatlands has submitted billing for nerve conduction velocity studies with fraudulent and impossible results.

43. The Defendant FMF Medical, P.C. (hereinafter referred to as “FMF”) is a corporation organized under the laws of the State of New York and owned on paper by the Defendant Fazio. The Defendant FMF has submitted billing for nerve conduction velocity studies with fraudulent and impossible results.

44. The Defendant Jamaica Dedicated Medical Care, P.C. (hereinafter referred to as “Jamaica”) is a corporation organized under the laws of the State of New York and owned on paper by the Defendant Etienne. The Defendant Jamaica has submitted billing for nerve conduction velocity studies with fraudulent and impossible results.

45. The Defendant J & J Medical, P.C. (hereinafter referred to as “J & J”) is a corporation organized under the laws of the State of New York and owned on paper by the Defendant Tatyana Gabinskaya. The Defendant J&J has submitted billing for nerve conduction velocity studies with fraudulent and impossible results.

46. The Defendant Kath Medical, P.C. (hereinafter referred to as “Kath”) is a corporation organized under the laws of the State of New York and owned on paper by the Defendant Sendyk. The Defendant Kath has submitted billing for nerve conduction velocity studies with fraudulent and impossible results.

47. The Defendant MDJ Medical, P.C. (hereinafter referred to as “MDJ”) is a corporation organized under the laws of the State of New York and owned on paper by the Defendant Berardi. The Defendant MDJ has submitted billing for nerve conduction velocity studies with fraudulent and impossible results.

48. The Defendant Medical Polis, P.C. (hereinafter referred to as “Polis”) is a corporation organized under the laws of the State of New York and owned on paper by the Defendant Lagoduke. The Defendant Polis has submitted billing for nerve conduction velocity studies with fraudulent and impossible results.

49. The Defendant Metar Medical, P.C. (hereinafter referred to as “Metar”) is a corporation organized under the laws of the State of New York and owned on paper by the Defendant Gabinsky. The Defendant Metar has submitted billing for nerve conduction velocity studies with fraudulent and impossible results.

50. The Defendant Michael Alleyne Medical Doctor, P.C. (hereinafter referred to as “Michael Alleyne Medical”) is a corporation organized under the laws of the State of New York



and owned on paper by the Defendant Alleyne. The Defendant Michael Alleyne Medical has submitted billing for nerve conduction velocity studies with fraudulent and impossible results.

51. The Defendant Neomy Medical, P.C. (hereinafter referred to as “Neomy”) is a corporation organized under the laws of the State of New York and owned on paper by the Defendant Berardi. The Defendant Neomy has submitted billing for nerve conduction velocity studies with fraudulent and impossible results.

52. The Defendant Saturn Medical, P.C. (hereinafter referred to as “Saturn”) is a corporation organized under the laws of the State of New York and owned on paper by the Defendant Tsinberg. The Defendant Saturn has submitted billing for nerve conduction velocity studies with fraudulent and impossible results.

53. The Defendant Sebastian Medical, P.C. (hereinafter referred to as “Sebastian”) is a corporation organized under the laws of the State of New York and owned on paper by the Defendant Shevetz. The Defendant Sebastian Medical has been used to inflate the billing of chiropractor Ibrahim Fatiha who is located at the same address as Sebastian. The Defendant Sebastian has submitted billing for nerve conduction velocity studies with fraudulent and impossible results.

54. The Defendant Sum Billing Corp. (hereinafter referred to as “SUM”) is a corporation organized under the laws of the State of New York. It is owned on paper by the Defendant Matatov.

55. The Defendant V.E. Medical Care, P.C. (hereinafter referred to as “VE Medical”) is a corporation organized under the laws of the State of New York and owned on paper by the Defendant Etienne. The Defendant VE Medical has submitted billing for nerve conduction velocity studies with fraudulent and impossible results.

56. AKO, Bronx Mega Care, Dublin Medical, Flatlands, FMF, Jamaica, J & J, Kath, MDJ, Medical Polis, Metar, Michael Alleyne Medical, Neomy, Saturn, Sebastian and V.E. Medical, are hereinafter collectively referred to as the Defendant PCs.

**ABC Corp. and John Doe Defendants**

57. ABC Corps. 1-20 are additional management companies and/or billing companies, whose names are not yet known to GEICO that contracted with one or more of the professional corporation Defendants, to provide management and/or billing services and/or engaged in improper referrals. They also conspired to and did assist in the fraudulent and unlawful conduct alleged in this Complaint. These entities will be added as defendants when their names and the extent of their participation become known through discovery.

58. John Does 1-20 are additional individuals, whose names are not yet known to GEICO, who are true owners of one or more of the professional corporation Defendants and conspired to and did assist in the fraudulent and unlawful conduct alleged in this Complaint and/or engaged in improper referrals. These individuals will be added as defendants when their names and the extent of their participation become known through discovery.

**JURISDICTION AND VENUE**

59. This action is filed under 28 U.S.C. §1331 (federal question jurisdiction) and 18 U.S.C. §1964 and based upon diversity of citizenship under 28 U.S.C. §1332. Declaratory relief is sought pursuant to 28 U.S.C. §2200. Pending jurisdiction also exists over the State law claims.

60. Venue is based upon 18 U.S.C. §1965(a) and 28 U.S.C. §1391(b) since most of the Defendants reside within the District and most or all of the Defendants transact their affairs within the District.

**Billing Through Sham Professional Corporations and Other Licensing Violations**

61. The State of New York regulates the practice of medicine. It restricts the practice of medicine and the ownership of medical professional corporations to licensed physicians. The State does so in order to protect consumers and the public health. Only licensed physicians, subject to the regulation and oversight of the State, are permitted to practice medicine. The only corporations permitted to provide physician medical services are professional corporations which are owned exclusively by physicians. The use of the title “physician” by one who is not a physician is prohibited by Education Law §6513. Knowingly aiding three or more persons who are not physicians to use that title is a felony pursuant to Education Law §6513. The practice of medicine by one who is not a physician is a felony pursuant to Education Law §6512. The sale of a medical license is also a felony under Education Law § 6512. Only doctors of medicine and of osteopathy are permitted to use the title of physician and are included in New York’s Education Law authorizing the practice of medicine. Education Law §§6522, 6524. This statutory framework is designed to protect the public and ensure that medical services are provided by licensed physicians.

62. The State of New York also requires, pursuant to Article 51 of the Insurance Law, that insurers provide no-fault insurance benefits to persons injured in automobile accidents. These benefits include medical services. The benefits are required to be paid according to the workers compensation fee schedule pursuant to Insurance Law § 5108.

63. New York no-fault benefits also include payment for other professional health services, including chiropractic care. Chiropractic benefits, however, are generally paid at a lower rate than medical benefits pursuant to applicable fee schedules. In addition, the fee for a chiropractic office visit includes all modalities. In contrast, modalities provided by a physician can be billed separately.

64. Benefits provided by a lay person who has no license as a health provider are not covered pursuant to Insurance Law §5102. A lay person cannot impersonate a physician or a chiropractor and bill their services as medical or chiropractic services. See 11 NYCRR §68.1.

65. New York State Department of Insurance regulations provide that to be compensated under no-fault, other professional health services must be provided by a licensed provider within the scope of his or her license. See 11 N.Y.C.R.R. §§65-3.16(6) & (12).

66. In the State of New York, to the extent that a physician wishes to provide medical services through a corporate entity, he/she must be appropriately licensed by the State and provide such services through a legally constituted professional corporation. Only a professional corporation is permitted to practice a profession; a lay corporation may not do so. This is what is commonly referred to as the “prohibition against the corporate practice of medicine.”

67. The Insurance Department Regulation requires compliance with all licensing requirements. This requirement and the prohibition of control and real ownership of a professional medical corporation by individuals who are not medical doctors was upheld by the Court of Appeals in State Farm Mut. Auto. Ins. Co. v. Mallela, 4 N.Y.3d 313 (2005).

68. Pursuant to Section 1504(a) of the Business Corporation Law and regulations promulgated by the New York State Department of Health, professional service corporations may only render professional services through individuals authorized by law to render such professional services as individuals.

69. Section 1507 of the Business Corporation Law prohibits a professional service corporation from issuing shares to individuals unless they are “engaged in the practice of such profession in such corporation.” It also prohibits such shareholder(s) from entering into any agreement with, granting proxies to or transferring control to individuals who are not authorized by law to practice the

profession for which the professional corporation is authorized to practice. "All shares issued, agreements made, or proxies granted in violation of this section are void."

70. The certificates of incorporation for the Defendant PCs indicate that the profession to be practiced by each was medicine.

71. Pursuant to Section 1503(b) of the Business Corporation Law, a professional corporation is required to state the name and resident addresses of all individuals who are to be the original shareholders, directors and officers. Section 1503(a) of the Business Corporation Law allows only "individuals duly authorized by law to render the same professional service" to organize a professional service corporation for pecuniary profit.

72. The certificate of incorporation and the stock of the Defendant PCs were issued for the purpose of inducing the State and the Plaintiffs into believing that for the Defendant PCs were professional medical corporations formed in compliance with Business Corporation Law §1507 and that the paper owner doctor was the real and lawful owner of the PC.

73. The Defendant medical doctors knew that they were not the real owners of the Defendant PCs and that for the Defendant PCs were not proper professional medical corporations operated in accordance with Article 15 of the Business Corporation and other licensing requirements.

74. The Defendant PCs are sham professional corporations who have submitted claims in violation of the Insurance Department Regulations and New York Statutes requiring that physicians own practice in and control their professional corporations and not engage in illegal fee-splitting. These Defendants are guilty of improper licensing as a result of their illegal fee splitting. These violations stand as a direct impediment to the defendants' entitlement to benefits under no-fault. The New York State Department of Health, which along with the Education Department regulates physicians, has rendered the opinion that "the billing of services provided by a non-physician provider as

physician services constitutes practicing the profession fraudulently pursuant to New York Education Law §6530(2),” and it is not appropriate for the physician to bill services performed by the chiropractor as physician services.

75. The regulatory framework and the licensing and no-fault statutes and regulations represent important public policy and clearly express the intent of the New York State Legislature that medical services are to be provided by physicians and that only physicians may bill for medical services.

76. The Defendants who owned the Defendant PCs on paper were or are licensed physicians in the State of New York, and the other defendants and true owners of the professional corporations created a fraudulent scheme in which the physicians sold the use of their names and their medical licenses to the real owners of these professional corporations. The Defendant PCs each purported medical corporations, were formed and run under the names of one or more of these doctors, who were the designated “sole shareholders.” In reality, non-medical doctors owned and controlled the medical practices and billed the no-fault insurers for medical services.

77. Upon information and belief, these purported professional medical corporations were formed so that the real owners could engage in billing fraud. The Defendants concealed the true ownership of the Defendant PCs and made it appear that they were owned by a licensed physician when they were, in fact, owned and controlled by non-medical doctors.

78. The creation of these purported professional medical corporations to perpetrate billing fraud is an assault upon the licensing laws of the state, which were designed to protect patients. Some of the practices engaged in by a number of the Defendants illustrate exactly why the licensing laws exist. The brain report scheme, the fictitious electrodiagnostic test reports and the unnecessary anesthesia that was administered could have jeopardized the welfare of the patients.

79. This extensive fraud not only enabled non-physicians, such as lay persons and chiropractors, to fraudulently bill for medical services, but it subjected the public to danger by allowing corporations that appear to be owned and controlled by medical doctors to provide medical services, when they are, in fact, not owned and controlled by medical doctors and, in some cases, not supervised by medical doctors. Many of the patients have received impossible and fraudulent test results, which if relied upon could lead to misdiagnosis and unnecessary surgery. Many of the patients have unnecessarily been injected with needles and electric stimulation. These practices not only constitute billing fraud, they constitute a very dangerous assault upon the public.

80. The Defendant PCs engaged in licensing violations and/or violations of Article 15 and/or 15A of the Business Corporation Law as set forth herein.

**Jamaica Dedicated Medical Care, P.C. and V.E. Medical Care**

81. The Defendants Jamaica and VE Medical were allegedly formed and owned by the Defendant Etienne. The Defendant Etienne does not own, manage or control Jamaica and VE Medical. The bills are submitted by a billing company that stamps her name on the bills and they are mailed with a postage meter that traces to an unrelated address used by the billing company. One such meter is in the name of Jamaica and the other is in the name of the billing company.

82. The Defendant Etienne does not supervise, hire or control the professional staff of the Defendants Jamaica and VE Medical and has abdicated control of the Defendants Jamaica and VE Medical.

83. Most if not all of the services are provided by independent contractors most of whom actually work for other professional corporations. They are falsely represented to be employees of the Defendants Jamaica and VE Medical. This also enables the Defendants Jamaica



and VE Medical and the real providers of these services to conceal the fact that most of the services billed by the Defendants Jamaica and VE Medical are actually violations of Public Health Law §238a and §238d. GEICO is entitled to the return of all payments it has made that were actually referrals to other health providers who have a financial relationship with Jamaica and/or VE Medical.

84. The Defendant Etienne has permitted the Defendants Jamaica and VE Medical to be a center of fraud in which nerve conduction velocity and needle emg tests are billed for using falsified results and impossible findings. The billing for these fictitious tests is repeatedly placed into the name of the Defendant Etienne who permits the Defendants Jamaica and VE Medical to bill and receive payment for fictitious services. The Defendant Kim has provided numerous fictitious test studies which were then billed by the Defendants Jamaica and VE Medical in the name of the Defendant Etienne. Patients have reported that needles were not inserted when needle emg tests were billed.

85. The Defendants Jamaica and VE Medical have violated the restriction that a professional medical corporation must be owned, managed and controlled by a medical doctor. Their ownership practices are in violation of Business Corporation Law §1507. They have utilized the services of independent contractors and individuals who are not employees of the Defendants Jamaica and VE Medical. They have violated Public Health Law §238a and §238d. Each of these violations is a complete defense to payment on any outstanding claim and entitles GEICO to recover on any paid claim.

**AKO Medical, P.C.**

86. The Defendant AKO is owned on paper by the Defendant Nagourney. The Defendant Nagourney practices in the field of internal medicine.

87. The Defendant AKO has billed and received payment for nerve conduction velocity and needle EMG tests using falsified results and impossible findings. The billing for these fictitious tests is placed into the name of the Defendant Nagourney who permits the Defendant AKO to bill and receive payment for fictitious services.

88. The Defendant AKO's billing for Nerve conduction velocity and needle EMG testing is permeated with fraud as AKO has submitted identical matching results for several patients.

89. The Defendant AKO has violated the restriction that a professional medical corporation must be owned, managed and controlled by a medical doctor. Its ownership practices are in violation of Business Corporation Law §1507. It has utilized the services of independent contractors and individuals who are not employees of the Defendant AKO. It has violated Public Health Law §238d. Each of these violations is a complete defense to payment on any outstanding claim and entitles GEICO to recover on any paid claim.

**Bronx Mega Care Medical, P.L.L.C.**

90. The Defendant Bronx Mega Care is owned on paper by the Defendant Gomez. The Defendant Gomez practices in the field of internal medicine.

91. The Defendant Bronx Mega Care has billed and received payment for nerve conduction velocity and needle EMG tests using falsified results and impossible findings. The billing for these fictitious tests is placed into the name of the Defendant Gomez who permits the Defendant Bronx Mega Care to bill and receive payment for fictitious services.

92. The Defendant Bronx Mega Care's billing for Nerve conduction velocity and needle EMG testing is permeated with fraud as Bronx Mega Care has submitted identical matching

results for several patients. Patient JS stated that no physical examination was conducted prior to the administration of this testing.

93. The Defendant Bronx Mega Care has violated the restriction that a professional medical corporation must be owned, managed and controlled by a medical doctor. Its ownership practices are in violation of Business Corporation Law §1507. It has utilized the services of independent contractors and individuals who are not employees of the Defendant Bronx Mega Care. It has violated Public Health Law §238d. Each of these violations is a complete defense to payment on any outstanding claim and entitles GEICO to recover on any paid claim.

**Dublin Medical, P.C.**

94. The Defendant Dublin Medical is owned on paper by the Defendant Dublin. The Defendant Dublin practices in the field of surgery.

95. The Defendant Dublin Medical has billed and received payment for nerve conduction velocity and needle EMG tests using falsified results and impossible findings. The billing for these fictitious tests is placed into the name of the Defendant Dublin who permits the Defendant Dublin Medical to bill and receive payment for fictitious services.

96. The Defendant Dublin Medical's billing for Nerve conduction velocity and needle EMG testing is permeated with fraud as Dublin Medical has submitted identical matching results for several patients.

97. The Defendant Dublin Medical has violated the restriction that a professional medical corporation must be owned, managed and controlled by a medical doctor. Its ownership practices are in violation of Business Corporation Law §1507. It has utilized the services of independent contractors and individuals who are not employees of the Defendant Dublin Medical. It

has violated Public Health Law §238d. Each of these violations is a complete defense to payment on any outstanding claim and entitles GEICO to recover on any paid claim.

**Flatlands Medical P.C.**

98. The Defendant Flatlands is owned on paper by the Defendant Dublin. The Defendant Dublin practices in the field of surgery.

99. The Defendant Flatlands has billed and received payment for nerve conduction velocity and needle EMG tests using falsified results and impossible findings. The billing for these fictitious tests is placed into the name of the Defendant Dublin who permits the Defendant Flatlands to bill and receive payment for fictitious services. Defendants Kim and Dublin have provided numerous fictitious test studies which were then billed by the Defendants in the name of the Defendant Flatlands.

100. The Defendant Flatlands' billing for Nerve conduction velocity and needle EMG testing is permeated with fraud as Flatlands has submitted identical matching results for several patients. Additionally, the Defendant Flatlands has submitted billing for claimants that have reported that they have not received this testing at all and yet the Defendant has billed for it. Patient JF stated that measurements were not taken and needles were not used during the administration of the test. Patient JF reported that the test took thirty minutes and a probe was used that emitted an electrical shock. Patient SW reported that the testing lasted about 15 minutes and that needles were not used. Patient DA reported receiving a needle to the left arm and both knees yet patient DA had not complained of any pain in those areas. Patients SP and DB reported that no measurements were taken and that the testing lasted under a half hour. Patient TD and JC reported that no measurements were taken and that the testing took under 15 minutes while the billing received reflects 20 nerves being tested.

101. In an attempt to inflate the billing without regard for its patients, the Defendant Flatlands has billed for office consultations under CPT code 99205 requiring a 60 minute session while patients TD, JF, JC and DA reported that the office visit lasted under thirty minutes.

102. The Defendant Flatlands has violated the restriction that a professional medical corporation must be owned, managed and controlled by a medical doctor. Its ownership practices are in violation of Business Corporation Law §1507. It has utilized the services of independent contractors and individuals who are not employees of the Defendant Flatlands. It has violated Public Health Law §238d. Each of these violations is a complete defense to payment on any outstanding claim and entitles GEICO to recover on any paid claim.

**FMF Medical, P.C.**

103. The Defendant FMF is owned on paper by the Defendant Fazio. The Defendant Fazio practices in the field of internal medicine and emergency medicine.

104. The Defendant FMF has billed and received payment for nerve conduction velocity and needle EMG tests using falsified results and impossible findings. The billing for these fictitious tests is placed into the name of the Defendant Fazio who permits the Defendant FMF to bill and receive payment for fictitious services.

105. The Defendant FMF's billing for Nerve conduction velocity and needle EMG testing is permeated with fraud as AKO has submitted identical matching results for several patients.

106. The Defendant FMF has violated the restriction that a professional medical corporation must be owned, managed and controlled by a medical doctor. Its ownership practices are in violation of Business Corporation Law §1507. It has utilized the services of independent contractors and individuals who are not employees of the Defendant FMF. It has violated Public

Health Law §238d. Each of these violations is a complete defense to payment on any outstanding claim and entitles GEICO to recover on any paid claim.

**J & J Medical, P.C.**

107. The Defendant J & J is owned on paper by the Defendant Gabinskaya. The Defendant Gabinskaya practices in the field of pediatrics and she does not own, manage and control the Defendant J & J.

108. The Defendant J & J has billed for nerve conduction velocity and needle emg tests using falsified results and impossible findings. The billing for these fictitious tests is placed into the name of the Defendant Gabinskaya who permits the Defendant J & J to bill and receive payment for fictitious services. The Defendant Kim has provided numerous fictitious test studies which were then billed by the Defendants J & J in the name of the Defendant Gabinskaya.

109. The Defendants J & J has violated the restriction that a professional medical corporation must be owned, managed and controlled by a medical doctor. Its ownership practices are in violation of Business Corporation Law §1507. It has utilized the services of independent contractors and individuals who are not employees of the Defendants J & J. It has violated Public Health Law §238d. Each of these violations is a complete defense to payment on any outstanding claim and entitles GEICO to recover on any paid claim.

**Kath Medical, P.C.**

110. The Defendant Kath is owned on paper by the Defendant Sendyk. The Defendant Sendyk practices in the field of emergency medicine.

111. The Defendant Kath has billed for nerve conduction velocity and needle EMG tests using falsified results and impossible findings. The billing for these fictitious tests is placed into the name of the Defendant Sendyk who permits the Defendant Kath to bill and receive

payment for fictitious services. The Defendant Kim has provided numerous fictitious test studies which were then billed by the Defendants Kim in the name of the Defendant Kath.

112. The Defendants Kath has violated the restriction that a professional medical corporation must be owned, managed and controlled by a medical doctor. Its ownership practices are in violation of Business Corporation Law §1507. It has utilized the services of independent contractors and individuals who are not employees of the Defendant Kath. It has violated Public Health Law §238d. Each of these violations is a complete defense to payment on any outstanding claim and entitles GEICO to recover on any paid claim.

**MDJ Medical, P.C. and Neomy Medical, P.C.**

113. The Defendants MDJ and Neomy are owned on paper by the Defendant Richard Dominick Berardi Jr. The Defendant Berardi practices in the field of internal medicine.

114. The Defendants MDJ and Neomy have billed and received payment for nerve conduction velocity and needle EMG tests using falsified results and impossible findings. The billing for these fictitious tests is placed into the name of the Defendant Berardi who permits the Defendants MDJ Medical and Neomy to bill and receive payment for fictitious services. The Defendants Dublin and Kim have provided numerous fictitious test studies which were then billed in the name of the Defendants MDJ Medical and Neomy.

115. Claimants that have reported that they have not received the testing billed for and that the testing was administered contrary to the standard of care for the testing billed. The billing and treatment protocols employed by MDJ Medical and Neomy are questionable in that they are designed to maximize MDJ and Neomy's profit rather than to benefit patients and they do not follow the billing limitations established in the New York State Workers' Compensation Fee Schedule.



116. The Defendants MDJ and Neomy have violated the restriction that a professional medical corporation must be owned, managed and controlled by a medical doctor. Their ownership practices are in violation of Business Corporation Law §1507. They have utilized the services of independent contractors and individuals who are not employees of the Defendants MDJ Medical and Neomy. They have violated Public Health Law §238d. Each of these violations is a complete defense to payment on any outstanding claim and entitles GEICO to recover on any paid claim.

**Medical Polis, P.C.**

117. The Defendant Polis is owned on paper by the Defendant Nikolai. The Defendant Nikolai practices in the field of internal medicine.

118. The Defendant Polis has billed for nerve conduction velocity and needle EMG tests using falsified results and impossible findings. The billing for these fictitious tests is placed into the name of the Defendant Nikolai who permits the Defendant Polis to bill and receive payment for fictitious services. The Defendant Kim has provided numerous fictitious test studies which were then billed by the Defendant Kim in the name of the Defendant Polis.

119. The Defendant Polis' billing for NCV and needle EMG testing is permeated with fraud as Polis has submitted identical matching results for several patients. Polis patient RA reported that when this test was performed, needles were inserted into the patient's arms and legs and then removed quickly.

120. The Defendant Polis has submitted billing where patients have denied that the tests billed for were performed. For example, patient CC denied ever receiving any testing or treatment from the Defendant Polis, yet billing was submitted in the name of this patient. Furthermore, in an attempt to inflate the billing without regard for its patients, the Defendant Polis

has billed for office consultations under CPT code 99205 requiring a 60 minute session and patient KC reported that the office visit lasted 15 mintues.

121. An insured reported that they were approached at the scene of an accident and given a business card and promised that if he signed in at the facility he would be given a metrocard and the money needed to repair his vehicle.

122. The Defendant Polis has violated the restriction that a professional medical corporation must be owned, managed and controlled by a medical doctor. Its ownership practices are in violation of Business Corporation Law §1507. It has utilized the services of independent contractors and individuals who are not employees of the Defendants Polis. It has violated Public Health Law §238d. Each of these violations is a complete defense to payment on any outstanding claim and entitles GEICO to recover on any paid claim.

**Metar Medical, P.C.**

123. The Defendant Metar is owned on paper by the Defendant Gabinsky. The Defendant Gabinsky practices in the field of pediatrics.

124. The Defendant Metar has billed and received payment for nerve conduction velocity and needle EMG tests using falsified results and impossible findings. The billing for these fictitious tests is placed into the name of the Defendant Gabinsky who permits the Defendant Metar to bill and receive payment for fictitious services.

125. The Defendant Metar's billing for Nerve conduction velocity and needle EMG testing is permeated with fraud as Metar has submitted identical matching results for several patients.

126. The Defendant Metar has violated the restriction that a professional medical corporation must be owned, managed and controlled by a medical doctor. Its ownership practices

are in violation of Business Corporation Law §1507. It has utilized the services of independent contractors and individuals who are not employees of the Defendant Metar. It has violated Public Health Law §238d. Each of these violations is a complete defense to payment on any outstanding claim and entitles GEICO to recover on any paid claim.

**Michael Alleyne Medical Doctor, P.C.**

127. The Defendant Michael Alleyne Medical was formed by the Defendant Alleyne. Alleyne previously consented to the revocation of his license with a stay for probation for incompetence.

128. The Defendant Michael Alleyne Medical practiced in the field of internal medicine.

129. The Defendant Michael Alleyne Medical has billed and received payment for nerve conduction velocity and needle EMG tests using falsified results and impossible findings. The billing for these fictitious tests is placed into the name of the Defendant Alleyne who permits the Defendant Michael Alleyne Medical to bill and receive payment for fictitious services.

130. The Defendant Michael Alleyne Medical's billing for nerve conduction velocity and needle EMG testing is permeated with fraud as Michael Alleyne Medical has submitted identical matching results for several patients.

131. The Defendant Michael Alleyne Medical has improperly submitted billing for routine testing under a surgical code in order to circumvent the maximum allowable units of physical therapy per day.

132. The Defendant Michael Alleyne Medical has violated the restriction that a professional medical corporation must be owned, managed and controlled by a medical doctor. Its ownership practices are in violation of Business Corporation Law §1507. It has utilized the services

of independent contractors and individuals who are not employees of the Defendant Michael Alleyne Medical. It has violated Public Health Law §238d. Each of these violations is a complete defense to payment on any outstanding claim and entitles GEICO to recover on any paid claim.

**Saturn Medical, P.C.**

133. The Defendant Saturn is owned on paper by the Defendant Tsinberg. The Defendant Tsinberg practices in the field of internal medicine.

134. The Defendant Saturn has billed and received payment for nerve conduction velocity and needle EMG tests using falsified results and impossible findings. The billing for these fictitious tests is placed into the name of the Defendant Tsinberg who permits the Defendant Saturn to bill and receive payment for fictitious services.

135. The Defendant Saturn's billing for Nerve conduction velocity and needle EMG testing is permeated with fraud as Saturn has submitted identical matching results for several patients.

136. The Defendant Saturn has violated the restriction that a professional medical corporation must be owned, managed and controlled by a medical doctor. Its ownership practices are in violation of Business Corporation Law §1507. It has utilized the services of independent contractors and individuals who are not employees of the Defendant Saturn. It has violated Public Health Law §238d. Each of these violations is a complete defense to payment on any outstanding claim and entitles GEICO to recover on any paid claim.

**Sebastian Medical, P.C.**

137. The Defendant Sebastian is owned on paper by the Defendant Shevetz. The Defendant Sebastian practices in the field of emergency medicine.

138. The Defendant Sebastian has billed and received payment for nerve conduction velocity and needle EMG tests using falsified results and impossible findings. The Defendant Kim has provided numerous fictitious test studies which were then billed by the Defendants Kim in the name of the Defendant Sebastian.

139. The Defendant Sebastian's billing for Nerve conduction velocity and needle EMG testing is permeated with fraud as Sebastian has submitted identical matching results for several patients.

140. The Defendant Sebastian is located at 489 Brook Avenue, Bronx, New York 10455. This is also where chiropractor Ibrahim Fatiha is located. Both entities state that their phone number is (718) 292 2556. The Defendant Sebastian was used to inflate the billing of Fatiha. Both entities repeated billed for treatment for the same patient on the same day. Fatiha billed for chiropractic while Sebastian billed for physical therapy. On top of this Sebastian inflated the billing by billing under the surgery fee schedule when no surgery was provided seeking to bill simple physical therapy still again under the surgery fee schedule.

141. The Defendant Sebastian has violated the restriction that a professional medical corporation must be owned, managed and controlled by a medical doctor. Its ownership practices are in violation of Business Corporation Law §1507. It has utilized the services of independent contractors and individuals who are not employees of the Defendant Sebastian. It has violated Public Health Law §238d. Each of these violations is a complete defense to payment on any outstanding claim and entitles GEICO to recover on any paid claim.

**Sum Billing Corp.**

142. The Defendant SUM is a corporation owned by the Defendant Matatov. The Defendants SUM and Matataov own the postage meter from which the bills and fictitious reports of

the Defendants VE Medical and Jamaica are mailed. The postage meter is still being used by a newly formed PC by the Defendant Etienne, Warren Medical, P.C.

143. The billing submitted by the Defendants VE Medical and Jamaica never reflect the use of a billing company.

144. Upon information and belief, the Defendants SUM and Matatov are the true owners of the Defendants VE Medical and Jamaica in violation of Business Corporation Law §1507.

#### **Interrelationships Among Defendants**

145. Many of the Defendants are interrelated and sometimes used interchangeably.

146. The Defendant Dublin provided fraudulent test results not only for his PC Flatlands, but also for other PCs as well. Similarly, the Defendant Kim provided fraudulent test results for Jamaica, VE Medical, J & J, Flatlands and Medical Polis.

147. The scheme was so intertwined that the fraudulent results were not even dependent on the treating doctor. For example, the Defendant Neomy Medical submitted a bill and a report for a nerve conduction velocity test allegedly administered on B. R. on March 4, 2008 by the Defendant Kim. The Defendant Jamaica Dedicated Medical also submitted a bill and a report for a nerve conduction velocity test allegedly administered on C. D. on May 14, 2009 by the Defendant Kim. The Defendant AKO Medical also submitted a bill and a report for a nerve conduction velocity test allegedly administered on M. H. on March 24, 2009 by the Defendant Tsirlin. The results were used interchangeably. The Defendant Tsirlin and the Defendant Kim were part of a large interconnected network of fraud.

148. Repeatedly, the ncv reports were exact duplicates with the only changes

to the EMG results. For example, the Defendant Jamaica submitted a bill and a report for nerve conduction velocity testing and F and H reflexes allegedly administered on J. T. by the Defendant Kim on May 6, 2008. The Defendant Sebastian Medical also submitted a bill and a report for nerve conduction velocity testing and F and H testing allegedly administered on P. S. by the Defendant Kim on December 12, 2007. The reports submitted by the Defendants Jamaica and Sebastian for the aforementioned studies have verbatim results despite allegedly being performed approximately 5 months apart.

149. In another example that further accentuates the fraudulent nature of the scheme, identical reports were submitted in the names of two different physician Defendants. The Defendant AKO submitted a bill and report for nerve conduction velocity testing and F and H reflex testing allegedly administered on R.S. by the Defendant Tsirlin on January 15, 2009. Similarly, the Defendant Michael Alleyne Medical submitted a bill and report for nerve conduction velocity testing and F and H reflex testing allegedly administered on A.L. by the Defendant Kim on May 14, 2008. The reports submitted by the Defendants AKO and Michael Alleyne Medical had verbatim results for these tests despite being performed approximately 8 months apart and by two different Defendant physicians!

**The Fraudulent Scheme to Bill Nerve Conduction Velocity Testing  
Including Fictitious Testing and Falsified Results**

150. A nerve conduction velocity test can be a valuable medical test in assisting doctors in targeting nerve damage. This study uses several electrodes that are placed on the skin at various locations. An electrical impulse is sent from one electrode, through the nerve, to another electrode at a different location and the time it takes to reach the second electrode is recorded. The purpose of this test is to determine the velocity (the distance apart of the two electrodes, divided by



the time it takes for the impulse to travel from one electrode to another) of the impulse, as well as the latency (speed) of the impulse.

151. A nerve conduction velocity test is also a test that many insurers consider for payment. Accordingly the Defendants submitted billing for this testing to insurers because they knew that insurers often compensate such tests and that under the fee schedule such tests can be billed at a significant amount. The Defendants took advantage of these circumstances by billing for nerve conduction velocity testing and then submitting fictitious test results and impossible findings. In these cases the testing was not administered and/or the results were falsified.

152. A nerve conduction velocity test can be a valuable diagnostic test. It is important that such a test be performed competently as it could influence a treatment plan and in some cases could affect the decision whether or not to perform surgery. The Defendant PCs took advantage of this fact to bill for nerve conduction velocity testing with falsified and impossible results. These tests, if they were administered at all, had false results copied from other patients and could not possibly have any value for the patients. Indeed, had they been relied upon, they could have adversely affected the patients.

153. In a nerve conduction velocity test certain measurements are made. This study uses several electrodes that are placed on the skin at various locations. An electrical impulse is sent from one electrode, through the nerve, to another electrode at a different location and the time it takes to reach the second electrode is recorded. This time is called the latency and is measured in milliseconds (ms). The test measures the velocity (the distance apart of the two electrodes, divided by the time it takes for the impulse to travel from one electrode to another) of the impulse, which is measured in meters per second or m/s. The results are then plotted on a graph or a wave form. The movement of the impulse is tracked from left to right on the graph in

milliseconds. Amplitude is the difference in voltage between two points and is measured either from the baseline to the negative peak or between the negative and positive peaks. These measurements are unique and for all three measurements to be the same from one test to another in different patients is physiologically impossible. When the measurements are identical it is an indication that they are not authentic and have been falsified. Since this test can be relied upon for both diagnosis and a determination of what care is needed for a patient, falsifying the results can be harmful to the patients. The Defendants in this action repeatedly falsified the results and presented report after report for patients with results that were both physiologically impossible and fraudulent.

154. In a proper electrodiagnostic test session, the doctor will analyze the results as the test is taking place and modify the test based upon what is being learned during the examination. The clinical examination of the patient is important and the electrodiagnostic testing is an extension of the physical examination. As the examination unfolds and the information is obtained, the test is modified and it should be different for different patients dependent upon their condition and the information yielded during the test. The Defendants did not conduct proper electrodiagnostic testing. Instead, they repeatedly tested the same nerves on both the left and right sides of the patient in an effort to inflate the billing as much as possible. Fictitious and physiologically impossible results were then repeatedly provided.

155. The Defendant Flatlands submitted a bill and a report for a nerve conduction velocity test allegedly administered by the Defendant Dublin on R. S. on February 11, 2009. The Defendant Flatlands also submitted a bill and a report for a nerve conduction velocity test allegedly administered by the Defendant Kim on M. V. on November 19, 2008. The values reported and the wave forms for the L Median motor nerve were identical.

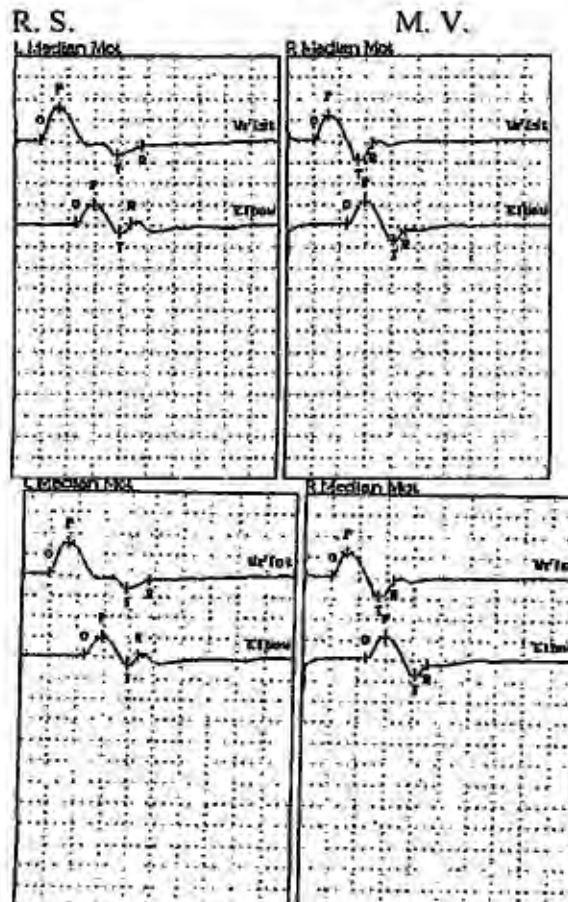
The numerical values for patient R. S. were:  
Onset Lat(ms) - Wrist: 2.81

Onset Lat(ms) - Elbow: 6.75  
Amplitude - Wrist: 7.36  
Amplitude - Elbow: 4.54  
Delta(ms): 3.94  
Velocity(m/s): 55.9

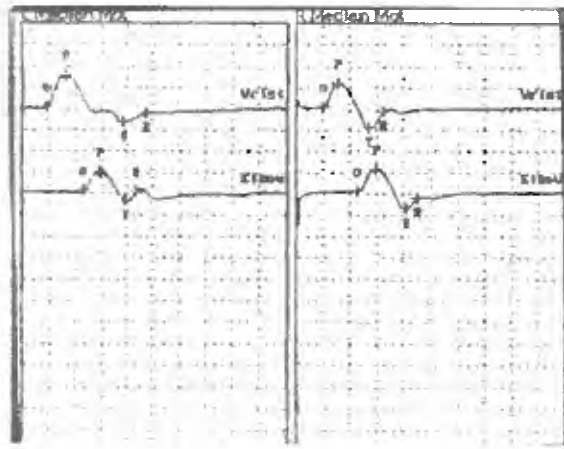
The numerical values for patient M. V. were:

Onset Lat(ms) - Wrist: 2.81  
Onset Lat(ms) - Elbow: 6.75  
Amplitude - Wrist: 7.36  
Amplitude - Elbow: 4.54  
Delta(ms): 3.94  
Velocity(m/s): 55.9

156. The wave forms submitted by the Defendant Flatlands for the L Median motor nerve on patients R. S. and M. V. represented the results as:



157. The wave forms submitted by the Defendant Flatlands for the L Median motor nerve on patients R. S. and M. V. were identical and when one is superimposed over the other the result is the following:



Such a match is impossible. Yet, the Defendant Flatlands had numerous such matches.

158. The Defendant J & J submitted a bill and a report for a nerve conduction velocity test allegedly administered on J. R. by the Defendant Kim on May 13, 2009. The Defendant J & J also submitted a bill and a report for a nerve conduction velocity test allegedly administered on R. F. by the Defendant Kim on March 2, 2009. The values reported and the wave forms for the L Median motor nerve were identical.

The numerical values for patient J. R. were:

Onset Lat(ms) - Wrist: 2.81  
Onset Lat(ms) - Elbow: 6.75  
Amplitude – Wrist: 7.36  
Amplitude – Elbow: 4.54  
Delta(ms): 3.94  
Velocity(m/s): 55.9

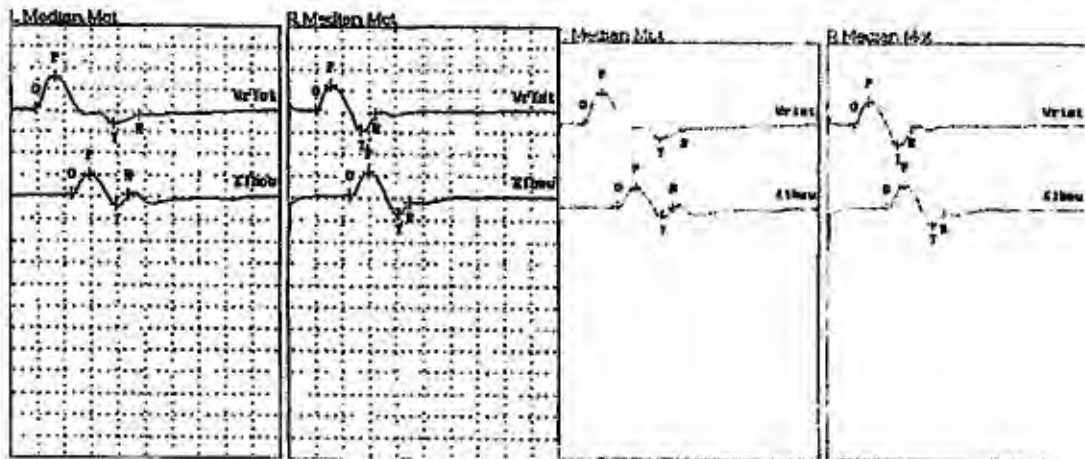
The numerical values for patient R. F. were:

Onset Lat(ms) - Wrist: 2.81  
Onset Lat(ms) - Elbow: 6.75  
Amplitude – Wrist: 7.36  
Amplitude – Elbow: 4.54  
Delta(ms): 3.94  
Velocity(m/s): 55.9

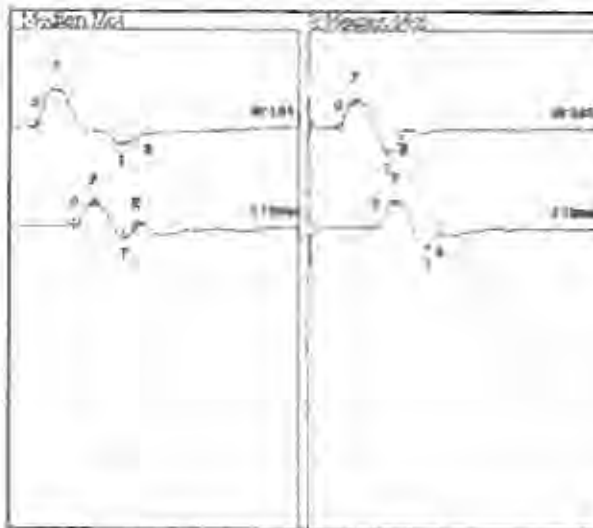
159. The wave forms submitted by the Defendant J & J for the L Median motor nerve on patients J. R. and R. F. represented the results as:

J. R.

R. F.



160. The wave forms submitted by the Defendant J & J for the L Median motor nerve on patients J. R. and R. F. were identical and when one is superimposed over the other the result is the following:



Such a match is impossible. Yet, the Defendant J & J had numerous such matches.

161. The Defendant Jamaica submitted a bill and a report for a nerve conduction velocity test allegedly administered on P. G. on January 27, 2009. The Defendant Jamaica also



submitted a bill and a report for a nerve conduction velocity test allegedly administered on C. W. on August 21, 2008. The values reported and the wave forms for the L Median motor nerve were identical.

The numerical values for patient P. G. were:

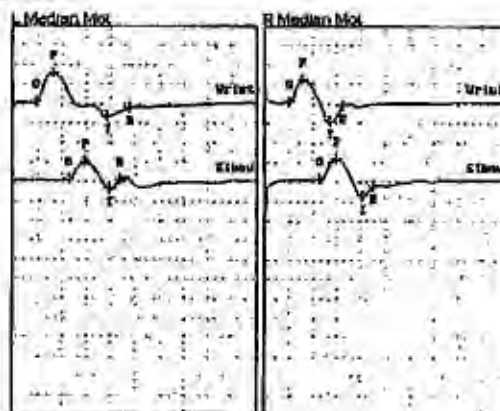
Onset Lat(ms) - Wrist: 2.81  
Onset Lat(ms) - Elbow: 6.75  
Amplitude - Wrist: 7.36  
Amplitude - Elbow: 4.54  
Delta(ms): 3.94  
Velocity(m/s): 55.9

The numerical values for patient C. W. were:

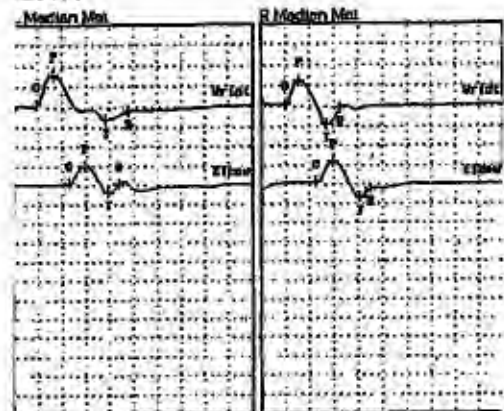
Onset Lat(ms) - Wrist: 2.81  
Onset Lat(ms) - Elbow: 6.75  
Amplitude - Wrist: 7.36  
Amplitude - Elbow: 4.54  
Delta(ms): 3.94  
Velocity(m/s): 55.9

162. The wave forms submitted by the Defendant Jamaica for the L Median motor nerve on patients P. G. and C. W. represented the results as:

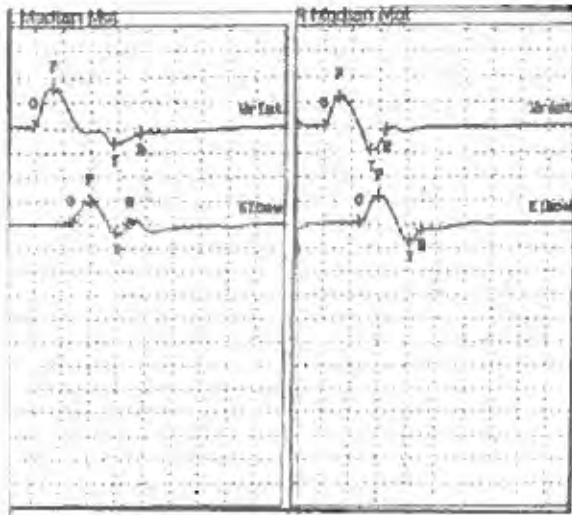
P. G.



C.W.



The wave forms submitted by the Defendant Jamaica for the L Median motor nerve on patients P. G. and C. W. were identical and when one is superimposed over the other the result is the following:



Such a match is impossible. Yet, the Defendant Jamaica had numerous such matches.

163. Numerous patients of the Defendant Jamaica denied that needles were inserted even though the Defendant Jamaica billed for needle EMG.

164. The Defendant VE Medical submitted a bill and a report for a nerve conduction velocity test allegedly administered on I. V. by the Defendant Kim on November 29, 2007. The Defendant VE Medical also submitted a bill and a report for a nerve conduction velocity test allegedly administered on O. H. by the Defendant Kim on February 17, 2009. The values reported and the wave forms for the R Median motor nerve were identical.

The numerical values for patient I. V. were:

Onset Lat(ms) - Wrist: 3.28

Onset Lat(ms) - Elbow: 7.78

Amplitude O-P(mV) - Wrist: 11.51

Amplitude O-P(mV) - Elbow: 9.16

Delta(ms): 4.50

Velocity(m/s): 51.1

The numerical values for patient O. H. were:

Onset Lat(ms) - Wrist: 3.28

Onset Lat(ms) - Elbow: 7.78

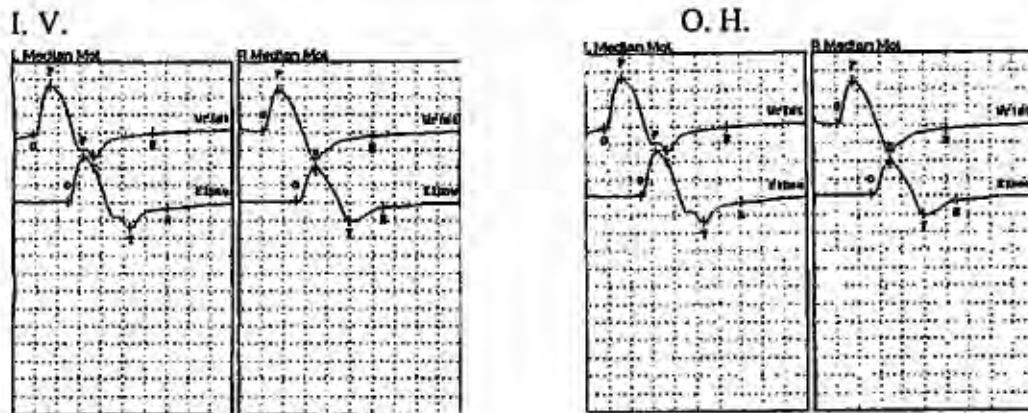
Amplitude O-P(mV) - Wrist: 11.51

Amplitude O-P(mV) - Elbow: 9.16

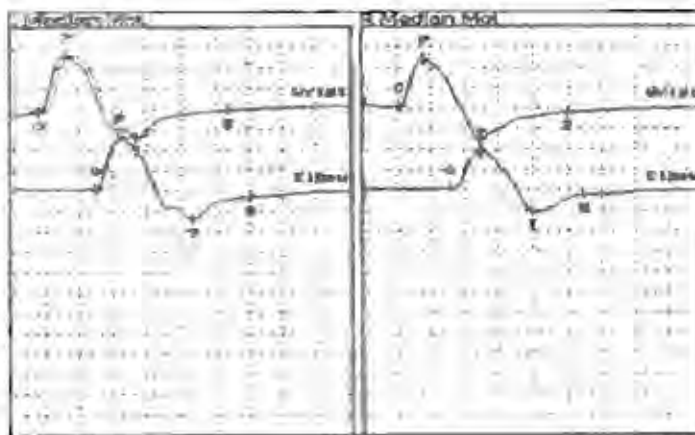
Delta(ms): 4.50

Velocity(m/s): 51.1

165. The wave forms submitted by the Defendant VE Medical for the R Median motor nerve on patients I. V. and O. H. represented the results as:



166. The wave forms submitted by the Defendant VE Medical for the R Median motor nerve on patients I. V. and O. H. were identical and when one is superimposed over the other the result is the following:



Such a match is impossible. Yet, the Defendant VE Medical had numerous such matches.

167. The Defendant VE Medical also submitted billing for nerve conduction velocity and needle EMG testing for patient R. R. The billing was for fictitious services. The test data matched other patients. When the assignor was questioned he indicated that no needles were inserted and he did not have a consultation with a medical doctor as part of the test. The billing was completely fictitious.



168. Not only were there impossible matches within the same Defendant professional corporations, there were matches from one Defendant professional corporation to another.

169. The Defendant Saturn Medical submitted a bill and a report for a nerve conduction velocity test allegedly administered by Abdalla Adam on F. A. on December 21, 2009. Another provider Harvard Medical also submitted a bill and a report for a nerve conduction velocity test allegedly administered on D. S. on January 5, 2010. The values reported and the wave forms for the Left Ulnar (Adb) motor nerves were identical.

The numerical values for patient F. A. were:

Onset (ms) – Wrist: 2.6  
Onset (ms) – B Elbow: 7.1  
Onset (ms) – A Elbow: 9.3  
O-P Amp (mV) – Wrist: 6.7  
O-P Amp (mV) – B Elbow: 7.3  
O-P Amp (mV) – A Elbow: 5.6  
P-T Amp (mV) – Wrist: 12.3  
P-T Amp (mV) – B Elbow: 13.9  
P-T Amp (mV) – A Elbow: 12.1  
Delta-0 (ms) – B Elbow Wrist: 4.5  
Delta-0 (ms) – A Elbow B Elbow: 2.2  
Velocity (m/s) – B Elbow Wrist: 51  
Velocity (m/s) - A Elbow B Elbow: 55

The numerical values for patient D. S. were:

Onset (ms) – Wrist: 2.6  
Onset (ms) – B Elbow: 7.1  
Onset (ms) – A Elbow: 9.3  
O-P Amp (mV) – Wrist: 6.7  
O-P Amp (mV) – B Elbow: 7.3  
O-P Amp (mV) – A Elbow: 5.6  
P-T Amp (mV) – Wrist: 12.3  
P-T Amp (mV) – B Elbow: 13.9  
P-T Amp (mV) – A Elbow: 12.1  
Delta-0 (ms) – B Elbow Wrist: 4.5  
Delta-0 (ms) – A Elbow B Elbow: 2.2  
Velocity (m/s) – B Elbow Wrist: 51  
Velocity (m/s) - A Elbow B Elbow: 55

170. The Defendant Saturn Medical submitted a bill and a report for a nerve conduction velocity test allegedly administered on F. A. on December 21, 2009. Harvard Medical also submitted a bill and a report for a nerve conduction velocity test allegedly administered on D. S. on January 5, 2010. The values reported and the wave forms for the Right Ulnar (Adb) motor nerves were identical.

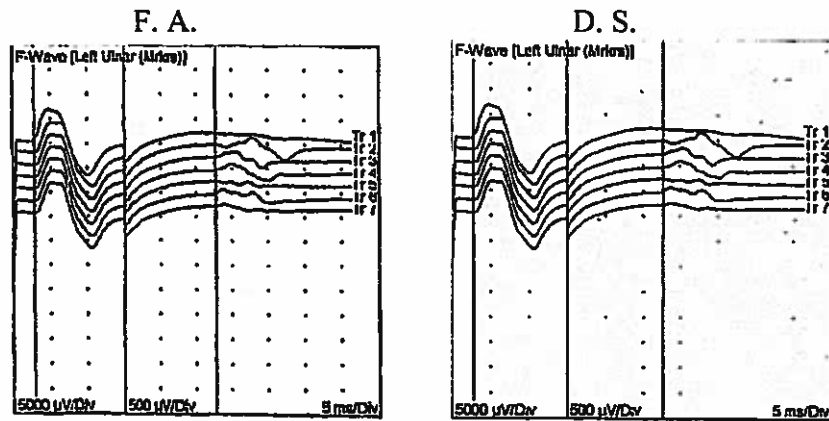
The numerical values for patient F. A. were:

Onset (ms) – Wrist: 2.3  
Onset (ms) – B Elbow: 6.6  
Onset (ms) – A Elbow: 9.0  
O-P Amp (mV) – Wrist: 10.5  
O-P Amp (mV) – B Elbow: 7.6  
O-P Amp (mV) – A Elbow: 5.9  
P-T Amp (mV) – Wrist: 17.1  
P-T Amp (mV) – B Elbow: 14.1  
P-T Amp (mV) – A Elbow: 11.5  
Delta-0 (ms) – B Elbow Wrist: 4.3  
Delta-0 (ms) – A Elbow B Elbow: 2.4  
Velocity (m/s) – B Elbow Wrist: 53  
Velocity (m/s) - A Elbow B Elbow: 50

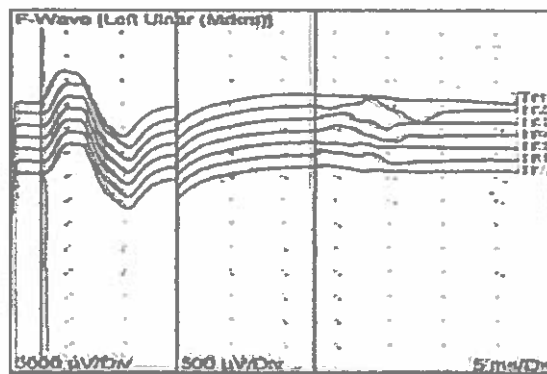
The numerical values for patient D. S. were:

Onset (ms) – Wrist: 2.3  
Onset (ms) – B Elbow: 6.6  
Onset (ms) – A Elbow: 9.0  
O-P Amp (mV) – Wrist: 10.5  
O-P Amp (mV) – B Elbow: 7.6  
O-P Amp (mV) – A Elbow: 5.9  
P-T Amp (mV) – Wrist: 17.1  
P-T Amp (mV) – B Elbow: 14.1  
P-T Amp (mV) – A Elbow: 11.5  
Delta-0 (ms) – B Elbow Wrist: 4.3  
Delta-0 (ms) – A Elbow B Elbow: 2.4  
Velocity (m/s) – B Elbow Wrist: 53  
Velocity (m/s) - A Elbow B Elbow: 50

171. The wave forms submitted by the Defendant Saturn Medical for the Left Ulnar (Adb) motor nerve on patient F. A. and the wave forms submitted by Harvard Medical for the Left Ulnar (Adb) motor nerve on patient D. S. represented the results as:



172. The wave forms submitted by the Defendant Saturn Medical for the Left Ulnar (Adb) motor nerve on patient F. A. and by Harvard Medical on patient D. S. were identical and when one is superimposed over the other the result is the following:

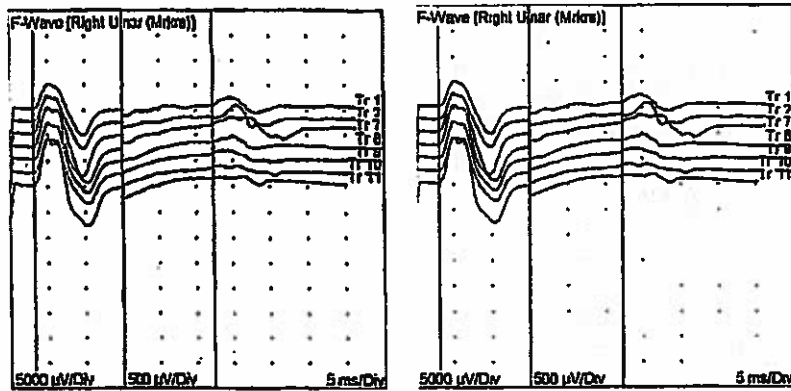


Such a match is impossible. Yet, the Defendant Saturn Medical had numerous such matches.

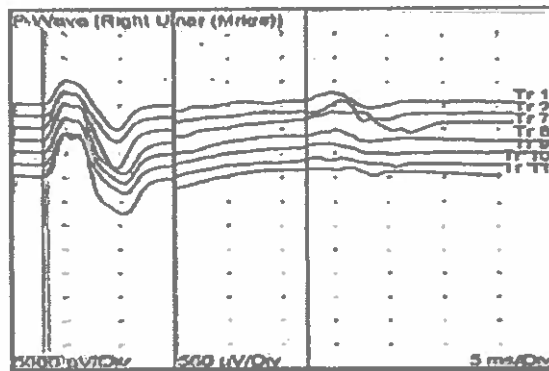
173. The wave forms submitted by the Defendant Saturn Medical for the Right Ulnar (Adb) motor nerve on patient F. A. and the wave forms submitted by Harvard Medical for the Right Ulnar (Adb) motor nerve on patient D. S. represented the results as:

F. A.

D. S.



174. The wave forms submitted by the Defendant Saturn Medical for the Right Ulnar (Adb) motor nerve on patients F. A. and the wave forms submitted by Harvard Medical for the Right Ulnar (Adb) motor nerve on patient D. S. were identical and when one is superimposed over the other the result is the following:



Such a match is impossible. Yet, the Defendant Saturn Medical had numerous such matches.

175. The Defendant Jamaica Dedicated Medical submitted a bill and a report for a nerve conduction velocity test allegedly administered on S. B. by the Defendant Kim on August 26, 2008. The Defendant Jamaica Dedicated Medical also submitted a bill and a report for a nerve conduction velocity test allegedly administered on M. C. by the Defendant Kim on August 5, 2008. The values reported and the wave forms for the Left Peroneal (EDB) motor nerves were identical.

The numerical values for patient S. B. were:  
 Onset Lat (ms) – Ankle: 2.77  
 Onset Lat (ms) – B Fib: 9.19  
 O-P Amp (mV) – Ankle: 6.52

O-P Amp (mV) – B Fib: 4.18  
P-T Amp (mV) – Ankle: 4.3  
P-T Amp (mV) – B Fib: 4.3  
Delta-0 (ms): 6.42  
Velocity (m/s): 46.7

The numerical values for patient M. C. were:

Onset Lat (ms) – Ankle: 2.77  
Onset Lat (ms) – B Fib: 9.19  
O-P Amp (mV) – Ankle: 6.52  
O-P Amp (mV) – B Fib: 4.18  
P-T Amp (mV) – Ankle: 4.3  
P-T Amp (mV) – B Fib: 4.3  
Delta-0 (ms): 6.42  
Velocity (m/s): 46.7

176. The Defendant Jamaica Dedicated Medical submitted a bill and a report for a nerve conduction velocity test allegedly administered on S. B. by the Defendant Kim on August 26, 2008. The Defendant Jamaica Dedicated Medical also submitted a bill and a report for a nerve conduction velocity test allegedly administered on M. C. by the Defendant Kim on August 5, 2008. The values reported and the wave forms for the Right Peroneal (EDB) motor nerves were identical.

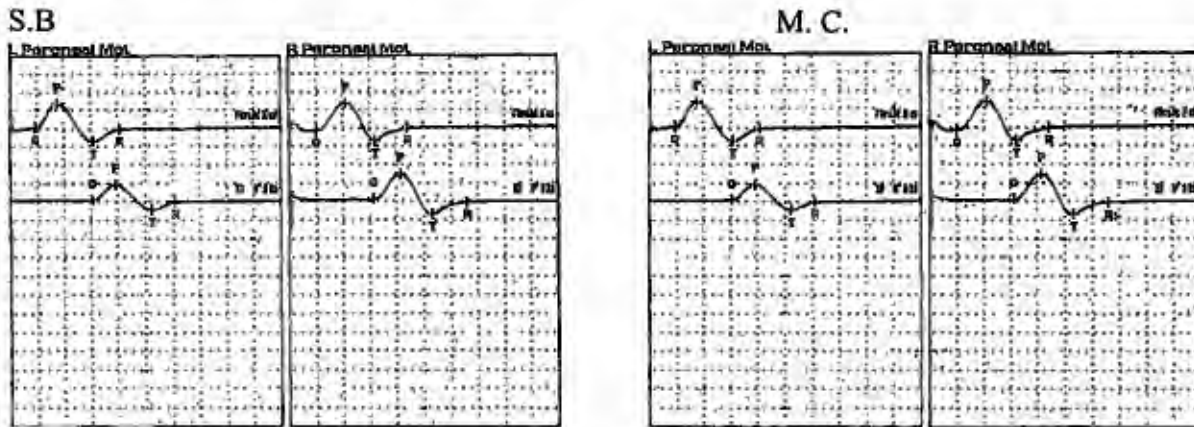
The numerical values for patient S. B. were:

Onset Lat (ms) – Ankle: 3.00  
Onset Lat (ms) – B Fib: 9.33  
O-P Amp (mV) – Ankle: 7.62  
O-P Amp (mV) – B Fib: 6.84  
P-T Amp (mV) – Ankle: 4.3  
P-T Amp (mV) – B Fib: 4.3  
Delta-0 (ms): 6.33  
Velocity (m/s): 47.4

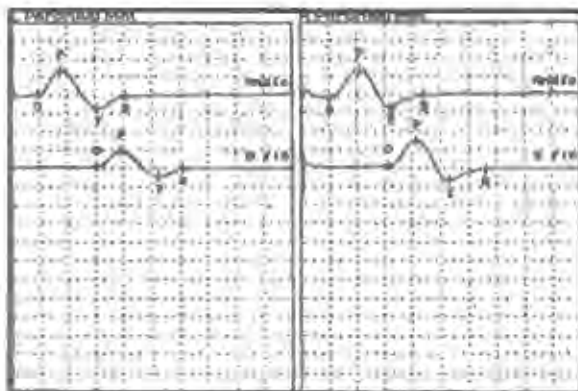
The numerical values for patient M. C. were:

Onset Lat (ms) – Ankle: 3.00  
Onset Lat (ms) – B Fib: 9.33  
O-P Amp (mV) – Ankle: 7.62  
O-P Amp (mV) – B Fib: 6.84  
P-T Amp (mV) – Ankle: 4.3  
P-T Amp (mV) – B Fib: 4.3  
Delta-0 (ms): 6.33  
Velocity (m/s): 47.4

177. The wave forms submitted by the Defendant Jamaica Dedicated Medical for the Left Peroneal (EDB) motor nerve and the Right Peroneal (EDB) motor nerve on patients S. B. and M. C. represented the results as:



178. The wave forms submitted by the Defendant Jamaica Dedicated Medical for the Left Peroneal (EDB) motor nerve and the Right Peroneal (EDB) motor nerve on patients S. B. and M. C. were identical and when one is superimposed over the other the result is the following:



Such a match is impossible. Yet, the Defendant Jamaica Dedicated Medical had numerous such matches.

179. The Defendant Jamaica Dedicated Medical submitted a bill and a report for a nerve conduction velocity test allegedly administered on J. R. by the Defendant Kim on November 14, 2007. The Defendant Saturn Medical also submitted a bill and a report for a nerve conduction

velocity test allegedly administered on E. D. by the Defendant Kim on December 26, 2008. The values reported and the wave forms for the Left Peroneal (EDB) motor nerves were identical.

The numerical values for patient J. R. were:

Onset Lat (ms) – Ankle: 3.05  
Onset Lat (ms) – Fib Hd: 9.28  
O-P Amp (mV) – Ankle: 5.52  
O-P Amp (mV) – B Fib: 3.33  
Delta-0 (ms): 6.23  
Velocity (m/s): 46.5

The numerical values for patient E. D. were:

Onset Lat (ms) – Ankle: 3.05  
Onset Lat (ms) – Fib Hd: 9.28  
O-P Amp (mV) – Ankle: 5.52  
O-P Amp (mV) – B Fib: 3.33  
Delta-0 (ms): 6.23  
Velocity (m/s): 46.5

180. The Defendant Jamaica Dedicated Medical submitted a bill and a report for a nerve conduction velocity test allegedly administered on J. R. by the Defendant Kim on November 14, 2007. The Defendant Saturn Medical also submitted a bill and a report for a nerve conduction velocity test allegedly administered on E. D. by the Defendant Kim on December 26, 2008. The values reported and the wave forms for the Right Peroneal (EDB) motor nerves were identical.

The numerical values for patient J. R. were:

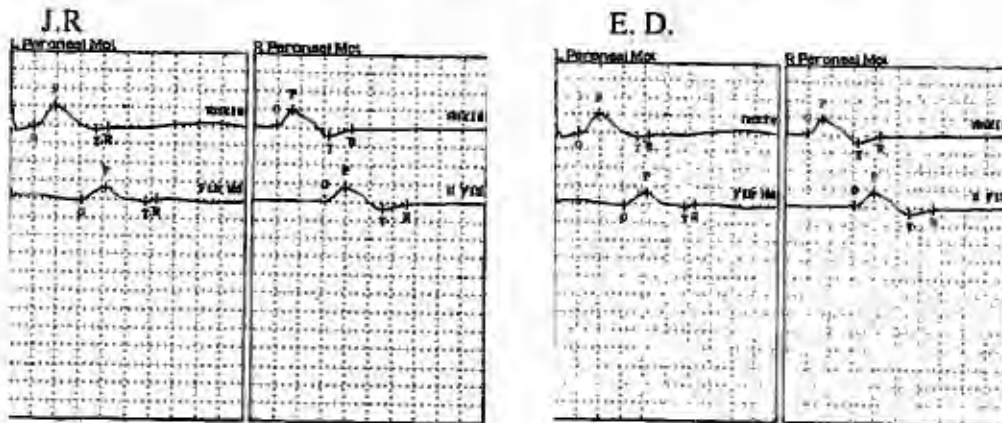
Onset Lat (ms) – Ankle: 2.95  
Onset Lat (ms) – B Fib: 9.23  
O-P Amp (mV) – Ankle: 4.10  
O-P Amp (mV) – B Fib: 3.55  
Delta-0 (ms): 6.28  
Velocity (m/s): 47.8

The numerical values for patient E. D. were:

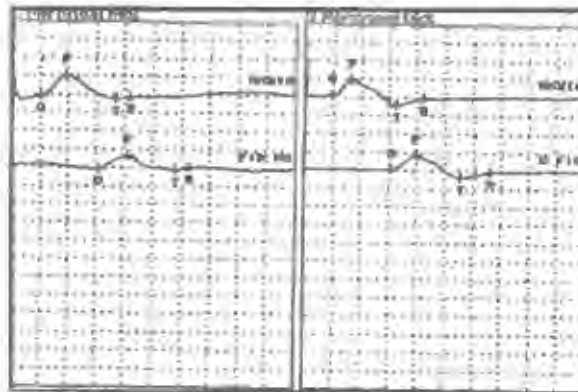
Onset Lat (ms) – Ankle: 2.95  
Onset Lat (ms) – B Fib: 9.23  
O-P Amp (mV) – Ankle: 4.10  
O-P Amp (mV) – B Fib: 3.55  
Delta-0 (ms): 6.28  
Velocity (m/s): 47.8



181. The wave forms submitted by the Defendant Jamaica Dedicated Medical for the Left Peroneal (EDB) motor nerve and the Right Peroneal (EDB) motor nerve on patient J. R. and the wave forms submitted by the Saturn Medical for the Left Peroneal (EDB) motor nerve and the Right Peroneal (EDB) motor nerve on patient E. D. represented the results as:



182. The wave forms submitted by the Defendant Jamaica Dedicated Medical for the Left Peroneal (EDB) motor nerve and the Right Peroneal (EDB) motor nerve on patient J. R. and the wave forms submitted by the Defendant Saturn Medical for the Left Peroneal (EDB) motor nerve and the Right Peroneal (EDB) motor nerve on patient E. D. were identical and when one is superimposed over the other the result is the following:



Such a match is impossible. Yet, the Defendant Jamaica Dedicated Medical and the Defendant Saturn Medical had numerous such matches.



183. The Defendant V. E. Medical Care submitted a bill and a report for a nerve conduction velocity test allegedly administered on J.P. by the Defendant Kim on November 25, 2008. The Defendant V. E. Medical Care also submitted a bill and a report for a nerve conduction velocity test allegedly administered on O. H. by the Defendant Kim on February 17, 2009. The values reported and the wave forms for the Left Tibial (AbdHal) motor nerves were identical.

The numerical values for patient P. J. were:

Onset Lat (ms) – Ankle: 2.81  
Onset Lat (ms) – Knee: 10.31  
O-P Amp (mV) – Ankle: 8.41  
O-P Amp (mV) – B Fib: 6.89  
Delta-0 (ms): 7.50  
Velocity (m/s): 44.0

The numerical values for patient O. H. were:

Onset Lat (ms) – Ankle: 2.81  
Onset Lat (ms) – Knee: 10.31  
O-P Amp (mV) – Ankle: 8.41  
O-P Amp (mV) – B Fib: 6.89  
Delta-0 (ms): 7.50  
Velocity (m/s): 44.0

184. The Defendant V. E. Medical Care submitted a bill and a report for a nerve conduction velocity test allegedly administered on J.P. by the Defendant Kim on November 25, 2008. The Defendant V. E. Medical Care also submitted a bill and a report for a nerve conduction velocity test allegedly administered on O. H. by the Defendant Kim on February 17, 2009. The values reported and the wave forms for the Right Tibial (AbdHal) motor nerves were identical.

The numerical values for patient P. J. were:

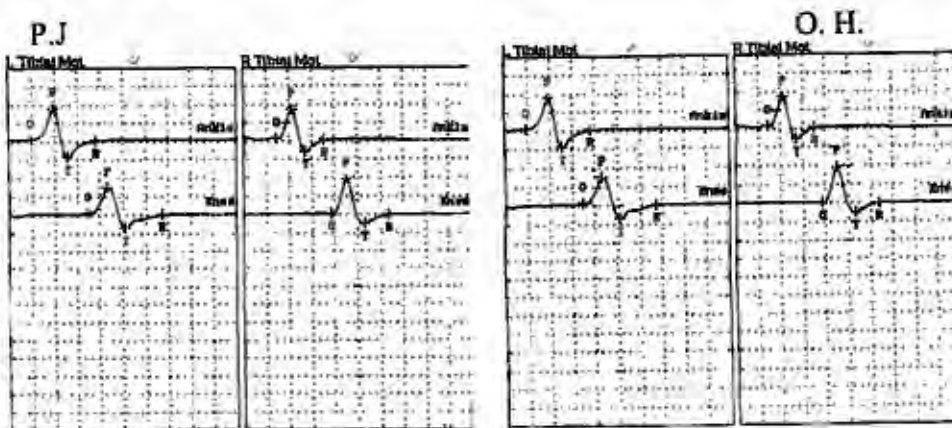
Onset Lat (ms) – Ankle: 4.36  
Onset Lat (ms) – Knee: 11.44  
O-P Amp (mV) – Ankle: 8.00  
O-P Amp (mV) – Knee: 9.21  
Delta-0 (ms): 7.08  
Velocity (m/s): 43.8

The numerical values for patient O. H. were:

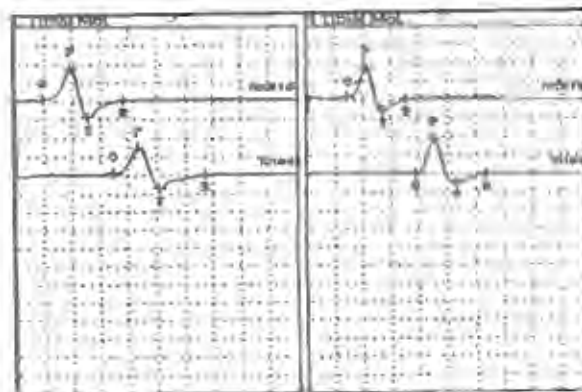
Onset Lat (ms) – Ankle: 4.36

Onset Lat (ms) – Knee: 11.44  
 O-P Amp (mV) – Ankle: 8.00  
 O-P Amp (mV) – Knee: 9.21  
 Delta-0 (ms): 7.08  
 Velocity (m/s): 43.8

185. The wave forms submitted by the Defendant V. E. Medical Care for the Left Tibial (AbdHal) motor nerve and the Right Tibial (AbdHal) motor nerve on patients P. J. and O. H. represented the results as:



186. The wave forms submitted by the Defendant V. E. Medical Care for the Left Tibial (AbdHal) motor nerve and the Right Tibial (AbdHal) motor nerve on patients P. J. and O. H. were identical and when one is superimposed over the other the result is the following:



Such a match is impossible. Yet, the Defendant V. E. Medical Care had numerous such matches.

187. The Defendant Jamaica Dedicated Medical submitted a bill and a report for a nerve conduction velocity test allegedly administered on R. H. by the Defendant Kim on April 14, 2009. The Defendant Saturn Medical also submitted a bill and a report for a nerve conduction velocity test allegedly administered on E. M. by the Defendant Kim on December 26, 2008. The Defendant Flatlands Medical also submitted a bill and a report for a nerve conduction velocity test allegedly administered on T. O. by the Defendant Dublin on July 1, 2009. The values reported and the wave forms for the Left Peroneal (EDB) motor nerves were identical.

The numerical values for patient R. H. were:

Onset Lat (ms) – Ankle: 2.44

Onset Lat (ms) – B Fib: 9.89

O-P Amp (mV) – Ankle: 7.75

O-P Amp (mV) – B Fib: 9.06

Delta-0 (ms): 7.45

Velocity (m/s): 44.3

The numerical values for patient E. M. were:

Onset Lat (ms) – Ankle: 2.44

Onset Lat (ms) – B Fib: 9.89

O-P Amp (mV) – Ankle: 7.75

O-P Amp (mV) – B Fib: 9.06

Delta-0 (ms): 7.45

Velocity (m/s): 44.3

The numerical values for patient T. O. were:

Onset Lat (ms) – Ankle: 2.44

Onset Lat (ms) – B Fib: 9.89

O-P Amp (mV) – Ankle: 7.75

O-P Amp (mV) – B Fib: 9.06

Delta-0 (ms): 7.45

Velocity (m/s): 44.3

188. The Defendant Jamaica Dedicated Medical submitted a bill and a report for a nerve conduction velocity test allegedly administered on R. H. by the Defendant Kim on April 14, 2009. The Defendant Saturn Medical also submitted a bill and a report for a nerve conduction velocity test allegedly administered on E. M. by the Defendant Kim on December 26, 2008. The

Defendant Flatlands Medical also submitted a bill and a report for a nerve conduction velocity test allegedly administered on T. O. by the Defendant Dublin on July 1, 2009. The values reported and the wave forms for the Right Peroneal (EDB) motor nerves were identical.

The numerical values for patient R. H. were:

Onset Lat (ms) – Ankle: 3.47  
Onset Lat (ms) – B Fib: 11.02  
O-P Amp (mV) – Ankle: 5.72  
O-P Amp (mV) – B Fib: 1.38  
Delta-0 (ms): 7.55  
Velocity (m/s): 42.4

The numerical values for patient E. M. were:

Onset Lat (ms) – Ankle: 3.47  
Onset Lat (ms) – B Fib: 11.02  
O-P Amp (mV) – Ankle: 5.72  
O-P Amp (mV) – B Fib: 1.38  
Delta-0 (ms): 7.55  
Velocity (m/s): 42.4

The numerical values for patient T. O. were:

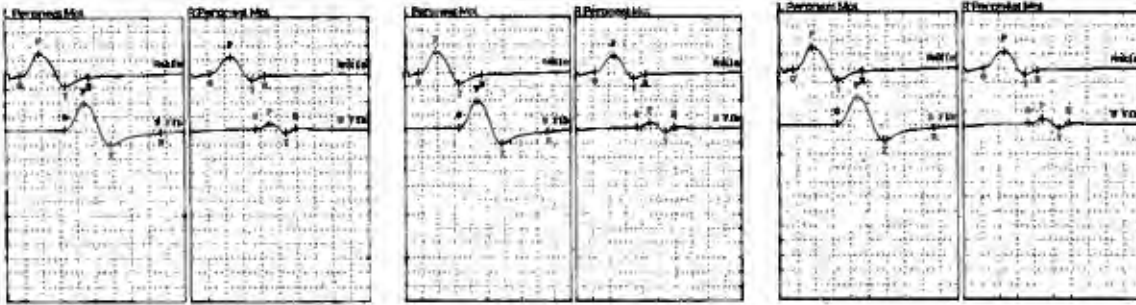
Onset Lat (ms) – Ankle: 3.47  
Onset Lat (ms) – B Fib: 11.02  
O-P Amp (mV) – Ankle: 5.72  
O-P Amp (mV) – B Fib: 1.38  
Delta-0 (ms): 7.55  
Velocity (m/s): 42.4

189. The wave forms submitted by the Defendant Jamaica Dedicated Medical for the Left Peroneal (EDB) motor nerve and the Right Peroneal (EDB) motor nerve on patient R. H. and the wave forms submitted by the Saturn Medical for the Left Peroneal (EDB) motor nerve and the Right Peroneal (EDB) motor nerve on patient E. M. and the wave forms submitted by the Flatlands Medical for the Left Peroneal (EDB) motor nerve and the Right Peroneal (EDB) motor nerve on patient T. O. represented the results as:

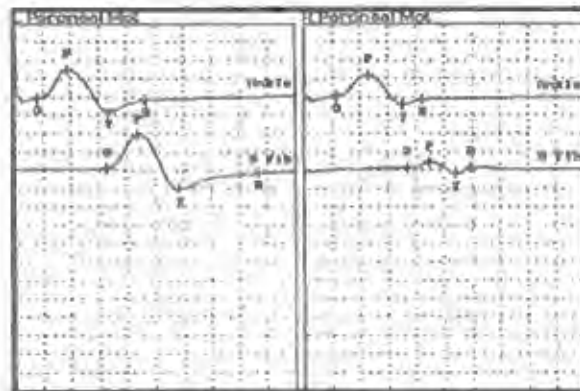
R.H

E. M.

T.O.



190. The wave forms submitted by the Defendant Jamaica Dedicated Medical for the Left Peroneal (EDB) motor nerve and the Right Peroneal (EDB) motor nerve on patient R. H. and the wave forms submitted by the Defendant Saturn Medical for the Left Peroneal (EDB) motor nerve and the Right Peroneal (EDB) motor nerve on patient E. M. and the wave forms submitted by the Defendant Flatlands Medical for the Left Peroneal (EDB) motor nerve and the Right Peroneal (EDB) motor nerve on patient T. O. were identical and when one is superimposed over the other the result is the following:



Such a match is impossible. Yet, the Defendant Jamaica Dedicated Medical and the Defendant Saturn Medical and the Defendant Flatlands Medical had numerous such matches.

191. The Defendant FMF Medical submitted a bill and a report for a nerve conduction velocity test allegedly administered on K. E. on September 1, 2009. The Defendant Flatlands Medical also submitted a bill and a report for a nerve conduction velocity test allegedly

administered on H. K. on July 1, 2009. The values reported and the wave forms for the Left Peroneal (EDB) motor nerves were identical.

The numerical values for patient K. E. were:

Onset Lat (ms) – Ankle: 3.47

Onset Lat (ms) – B Fib: 10.08

O-P Amp (mV) – Ankle: 2.77

O-P Amp (mV) – B Fib: 2.73

Delta (ms) – B Fib-Ankle: 6.61

Velocity (m/s) – B Fib-Ankle: 46.9

The numerical values for patient H. K. were:

Onset Lat (ms) – Ankle: 3.47

Onset Lat (ms) – B Fib: 10.08

O-P Amp (mV) – Ankle: 2.77

O-P Amp (mV) – B Fib: 2.73

Delta (ms) – B Fib-Ankle: 6.61

Velocity (m/s) – B Fib-Ankle: 46.9

192. The Defendant FMF Medical submitted a bill and a report for a nerve conduction velocity test allegedly administered on K. E. on September 1, 2009. The Defendant Flatlands Medical also submitted a bill and a report for a nerve conduction velocity test allegedly administered on H. K. on July 1, 2009. The values reported and the wave forms for the Right Peroneal (EDB) motor nerves were identical.

The numerical values for patient K. E. were:

Onset Lat (ms) – Ankle: 2.67

Onset Lat (ms) – B Fib: 9.61

O-P Amp (mV) – Ankle: 4.99

O-P Amp (mV) – B Fib: 4.40

Delta (ms) – B Fib-Ankle: 6.94

Velocity (m/s) – B Fib-Ankle: 44.7

The numerical values for patient H. K. were:

Onset Lat (ms) – Ankle: 2.67

Onset Lat (ms) – B Fib: 9.61

O-P Amp (mV) – Ankle: 4.99

O-P Amp (mV) – B Fib: 4.40

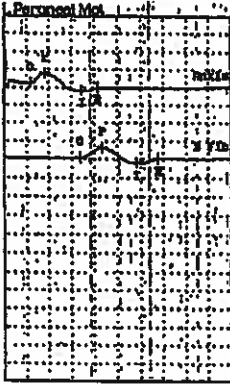
Delta (ms) – B Fib-Ankle: 6.94



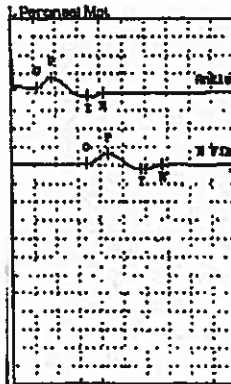
Velocity (m/s) – B Fib-Ankle: 44.7

193. The wave forms submitted by the Defendant FMF Medical for the Left Peroneal (EDB) motor nerve on patient K. E. and the wave forms submitted by the Defendant Flatlands Medical for the Left Peroneal (EDB) motor nerve on patient H. K. represented the results as:

K. E.



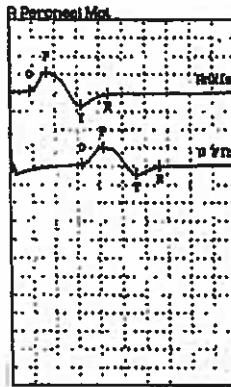
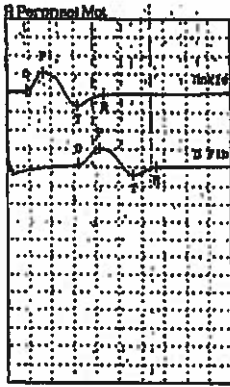
H. K.



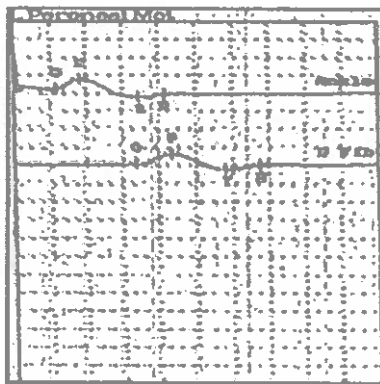
194. The wave forms submitted by the Defendant FMF Medical for the Right Peroneal (EDB) motor nerve on patient K. E. and the wave forms submitted by the Defendant Flatlands Medical for the Right Peroneal (EDB) motor nerve on patient H. K. represented the results as:

K. E.

H. K.



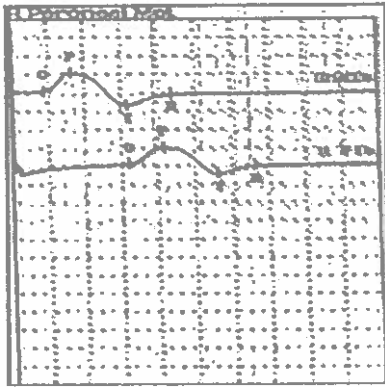
195. The wave forms submitted by the Defendant FMF Medical for the Left Peroneal (EDB) motor nerve on patient K. E. and the wave forms submitted by the Defendant Flatlands Medical for the Left Peroneal (EDB) motor nerve on patient H. K. were identical and when one is superimposed over the other the result is the following:



Such a match is impossible. Yet, the Defendant FMF Medical and Flatlands Medical had numerous such matches.

196. The wave forms submitted by the Defendant FMF Medical for the Right Peroneal (EDB) motor nerve on patient K. E. and the wave forms submitted by the Defendant Flatlands Medical for the Right Peroneal (EDB) motor nerve on patient H. K. were identical and when one is superimposed over the other the result is the following:





Such a match is impossible. Yet, the Defendant FMF Medical and Flatlands Medical had numerous such matches.

197. The Defendant Neomy Medical submitted a bill and a report for a nerve conduction velocity test allegedly administered on B. R. on March 4, 2008 by the Defendant Kim. The Defendant Jamaica Dedicated Medical also submitted a bill and a report for a nerve conduction velocity test allegedly administered on C. D. on May 14, 2009 by the Defendant Kim. The Defendant AKO Medical also submitted a bill and a report for a nerve conduction velocity test allegedly administered on M. H. on March 24, 2009 by the Defendant Tsirlin. . Interestingly enough, there is not just one Left Ulnar reading for the nerve conduction report for the motor nerves, but two completely different ones with identical numbers across all the three providers. The second reading is where Right Ulnar should be mentioned in the report, but instead Left Ulnar is mentioned for a second time. Thus, not only were same exact results falsified and repeated for different patients at different PC Defendants by different doctors, they actually repeated the same exact mistakes for each patient. Either the Defendant PCs made up two totally different test results and incompetently listed them right next to each other with totally different results, or they mislabeled the wrong nerve with their falsified results. Doing so with one patient was a serious error. Having the same results copied for multiple patients with multiple Defendant PCs and different doctors provides an indication of the vast scope of the fraud. To repeat the same mistakes

and insert into multiple patient results also is an indication of the total lack of regard for the patients. Such an obvious mistake should have been detected by any medical doctor actually reviewing and preparing the results with the best interests of the patient in mind. Here, as part of a greedy and fraudulent scheme, the same mistakes in the falsified results were repeated again and again:

The numerical values for patient B. R. were:

Onset Lat (ms) – Wrist: 2.30  
Onset Lat (ms) – BELbow: 6.47  
O-P Amp (mV) – Wrist: 9.43  
O-P Amp (mV) – BELbow: 6.79  
Delta (ms) – BELbow-Wrist: 4.17  
Velocity (m/s) – BELbow-Wrist: 52.7

Onset Lat (ms) – Wrist: 2.39  
Onset Lat (ms) – BELbow: 6.33  
O-P Amp (mV) – Wrist: 8.13  
O-P Amp (mV) – BELbow: 6.65  
Delta (ms) – BELbow-Wrist: 3.94  
Velocity (m/s) – BELbow-Wrist: 50.8

The numerical values for patient C. D. were:

Onset Lat (ms) – Wrist: 2.30  
Onset Lat (ms) – BELbow: 6.47  
O-P Amp (mV) – Wrist: 9.43  
O-P Amp (mV) – BELbow: 6.79  
Delta (ms) – BELbow-Wrist: 4.17  
Velocity (m/s) – BELbow-Wrist: 52.7

Onset Lat (ms) – Wrist: 2.39  
Onset Lat (ms) – BELbow: 6.33  
O-P Amp (mV) – Wrist: 8.13  
O-P Amp (mV) – BELbow: 6.65  
Delta (ms) – BELbow-Wrist: 3.94  
Velocity (m/s) – BELbow-Wrist: 50.8

The numerical values for patient M. H. were:

Onset Lat (ms) – Wrist: 2.30  
Onset Lat (ms) – BELbow: 6.47  
O-P Amp (mV) – Wrist: 9.43  
O-P Amp (mV) – BELbow: 6.79  
Delta (ms) – BELbow-Wrist: 4.17

Velocity (m/s) – Elbow-Wrist: 52.7

Onset Lat (ms) – Wrist: 2.39

Onset Lat (ms) – Elbow: 6.33

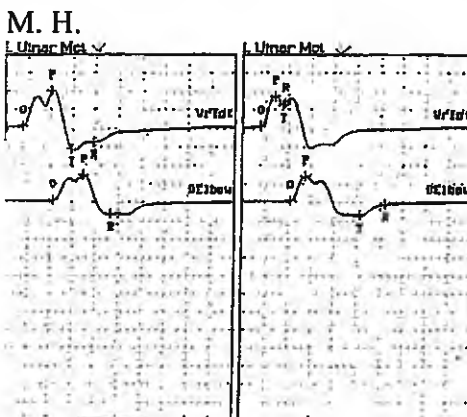
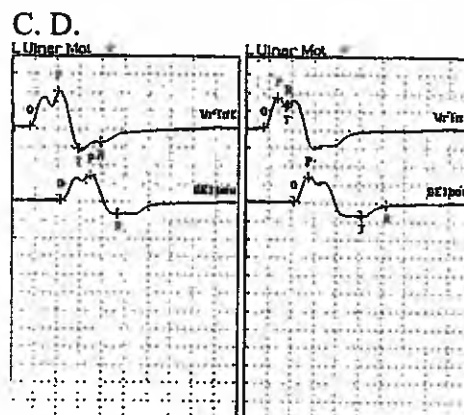
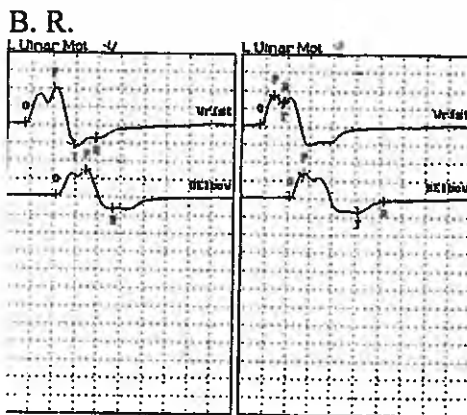
O-P Amp (mV) – Wrist: 8.13

O-P Amp (mV) – Elbow: 6.65

Delta (ms) – Elbow-Wrist: 3.94

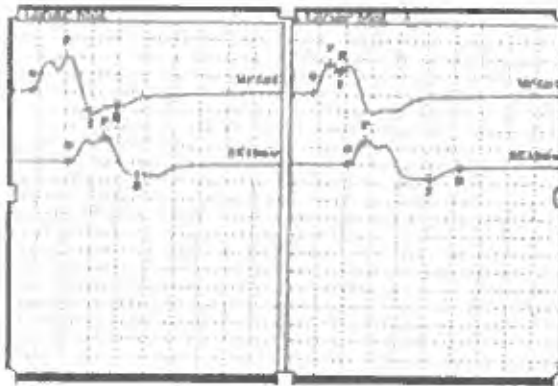
Velocity (m/s) – Elbow-Wrist: 50.8

198. The wave forms submitted by the Defendant Neomy Medical for the Left Ulnar (ADM) and the Left Ulnar (ADM) motor nerve on patient B. R., the wave forms submitted by the Defendant Jamaica Dedicated Medical for the Left Ulnar (ADM) and the Left Ulnar (ADM) motor nerve on patient C. D. and the wave forms submitted by the Defendant AKO Medical for the Left Ulnar (ADM) and the Left Ulnar (ADM) motor nerve on patient M. H. represented the results as:



199. The wave forms submitted by the Defendant Neomy Medical for the Left

Ulnar (ADM) and the Left Ulnar (ADM) motor nerve on patient B. R., the wave forms submitted by the Defendant Jamaica Dedicated Medical for the Left Ulnar (ADM) and the Left Ulnar (ADM) motor nerve on patient C. D. and the wave forms submitted by the Defendant AKO Medical for the Left Ulnar (ADM) and the Left Ulnar (ADM) motor nerve on patient M. H. were identical and when one is superimposed over the other the result is the following:



Such a match is impossible. Yet, the Defendant Neomy Medical, Defendant Jamaica Dedicated Medical, and Defendant AKO Medical had numerous such matches.

200. The Defendant V. E. Medical Care submitted a bill and a report for a nerve conduction velocity test allegedly administered on M. R. by the Defendant Kim on March 10, 2009. The Defendant Saturn Medical also submitted a bill and a report for a nerve conduction velocity test allegedly administered on J. R. by the Defendant Kim on December 26, 2008. The values reported and the wave forms for the Left Tibial (AbdHal) motor nerves were identical.

The numerical values for patient M. R. were:

Onset Lat (ms) – Ankle: 3.98  
 Onset Lat (ms) – Knee: 10.41  
 O-P Amp (mV) – Ankle: 3.79  
 O-P Amp (mV) – B Knee: 5.03  
 Delta-0 (ms): 6.42  
 Velocity (m/s): 51.4

The numerical values for patient J. R. were:

Onset Lat (ms) – Ankle: 3.98  
 Onset Lat (ms) – Knee: 10.41

O-P Amp (mV) – Ankle: 3.79  
O-P Amp (mV) – B Knee: 5.03  
Delta-0 (ms): 6.42  
Velocity (m/s): 51.4

201. The Defendant V. E. Medical Care submitted a bill and a report for a nerve conduction velocity test allegedly administered on M. R. by the Defendant Kim on March 10, 2009. The Defendant Saturn Medical also submitted a bill and a report for a nerve conduction velocity test allegedly administered on J. R. by the Defendant Kim on December 26, 2008. The values reported and the wave forms for the Right Tibial (AbdHal) motor nerves were identical.

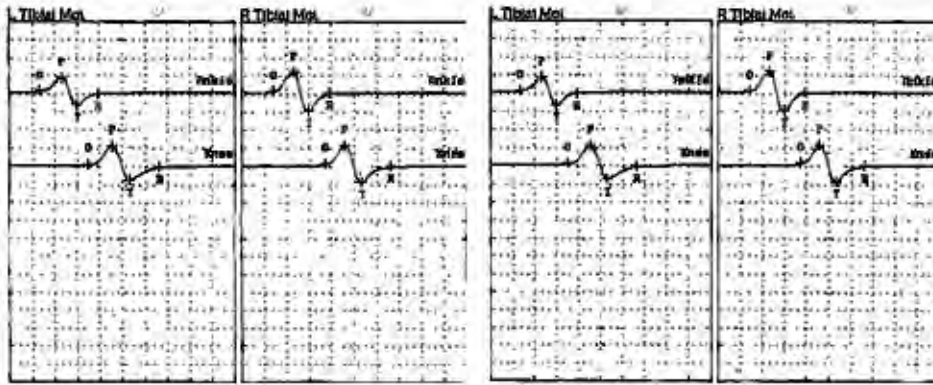
The numerical values for patient M. R. were:  
Onset Lat (ms) – Ankle: 4.17  
Onset Lat (ms) – Knee: 11.11  
O-P Amp (mV) – Ankle: 5.36  
O-P Amp (mV) – B Knee: 5.03  
Delta-0 (ms): 6.94  
Velocity (m/s): 47.6

The numerical values for patient J. R. were:  
Onset Lat (ms) – Ankle: 4.17  
Onset Lat (ms) – Knee: 11.11  
O-P Amp (mV) – Ankle: 5.36  
O-P Amp (mV) – B Knee: 5.03  
Delta-0 (ms): 6.94  
Velocity (m/s): 47.6

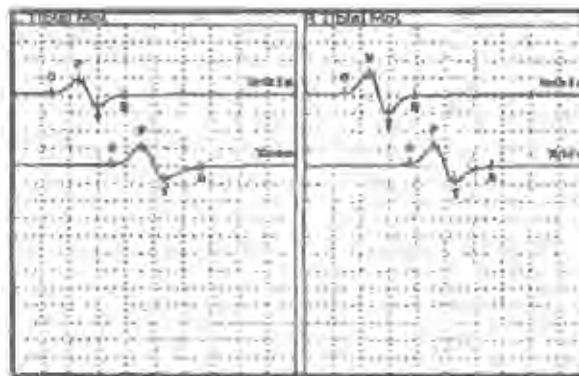
202. The wave forms submitted by the Defendant V. E. Medical Care for the Left Tibial (AbdHal) motor nerve and the Right Tibial (AbdHal) motor nerve on patients M. R. and the wave forms submitted by the Defendant Saturn Medical for the Left Tibial (AbdHal) motor nerve and the Right Tibial (AbdHal) motor nerve on patients J. R. represented the results as:

M. R

J. R.



203. The wave forms submitted by the Defendant V. E. Medical Care for the Left Tibial (AbdHal) motor nerve and the Right Tibial (AbdHal) motor nerve on patient M. R. and the wave forms submitted by the Saturn Medical for the Left Tibial (AbdHal) motor nerve and the Right Tibial (AbdHal) motor nerve on patient J. R. were identical and when one is superimposed over the other the result is the following:



Such a match is impossible. Yet, the Defendant V. E. Medical Care and Saturn Medical had **numerous** such matches.

204. The Defendant Metar Medical submitted a bill and a report for a nerve conduction velocity test allegedly administered on M. S. on February 11, 2010. The Defendant Metar Medical also submitted a bill and a report for a nerve conduction velocity test allegedly administered on Y. S. on February 11, 2010. The values reported and the wave forms for the Right Median (APB) motor nerves were identical.



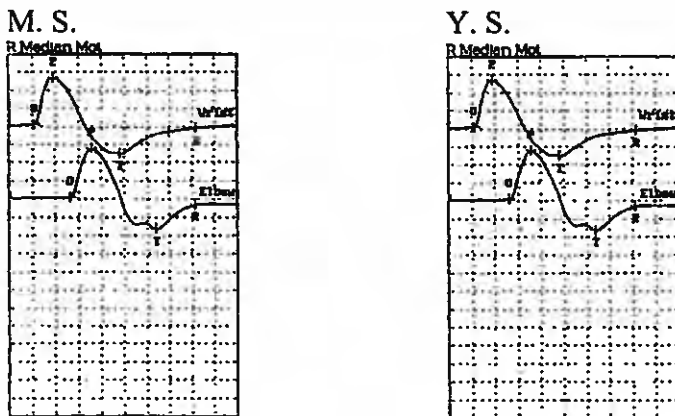
The numerical values for patient M. S. were:

Onset Lat (ms) – Wrist: 3.23  
Onset Lat (ms) – Elbow: 7.83  
O-P Amp (mV) – Wrist: 13.04  
O-P Amp (mV) – Elbow: 13.33  
Delta (ms) – Elbow-Wrist: 4.59  
Velocity (m/s) – Elbow-Wrist: 50.1

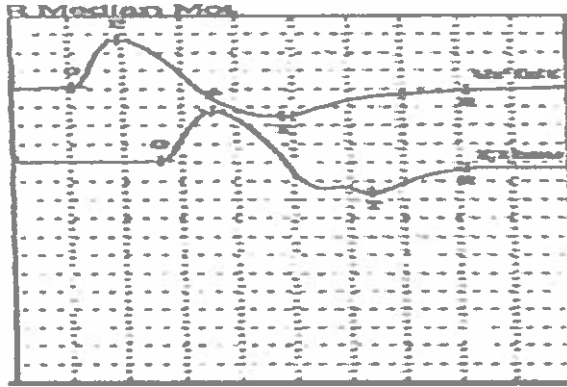
The numerical values for patient Y. S. were:

Onset Lat (ms) – Wrist: 3.23  
Onset Lat (ms) – Elbow: 7.83  
O-P Amp (mV) – Wrist: 13.04  
O-P Amp (mV) – Elbow: 13.33  
Delta (ms) – Elbow-Wrist: 4.59  
Velocity (m/s) – Elbow-Wrist: 50.1

205. The wave forms submitted by the Defendant Metar Medical for the Right Median (APB) motor nerve on patient M. S. and the wave forms submitted by the Defendant Metar Medical for the Right Median (APB) motor nerve on patient Y. S. represented the results as:



206. The wave forms submitted by the Defendant Metar Medical for the Right Median (APB) motor nerve on patient M. S. and the wave forms submitted by the Defendant Metar Medical for the Right Median (APB) motor nerve on patient Y. S. were identical and when one is superimposed over the other the result is the following:



Such a match is impossible. Yet, the Defendant Metar Medical had numerous such matches.

207. The Defendant Michael Alleyne Medical submitted a bill and a report for a nerve conduction velocity test allegedly administered on T. K. by the Defendant Kim on June 25, 2008. The Defendant Michael Alleyne Medical also submitted a bill and a report for a nerve conduction velocity test allegedly administered on A. L. by the Defendant Kim on May 14, 2008. The values reported and the wave forms for the Left Median (APB) motor nerves were identical.

The numerical values for patient T. K. were:

Onset Lat (ms) – Wrist: 4.22  
Onset Lat (ms) – Elbow: 8.11  
O-P Amp (mV) – Wrist: 14.15  
O-P Amp (mV) – Elbow: 10.02  
Delta (ms) – Elbow-Wrist: 3.89  
Velocity (m/s) – Elbow-Wrist: 56.5

The numerical values for patient A. L. were:

Onset Lat (ms) – Wrist: 4.22  
Onset Lat (ms) – Elbow: 8.11  
O-P Amp (mV) – Wrist: 14.15  
O-P Amp (mV) – Elbow: 10.02  
Delta (ms) – Elbow-Wrist: 3.89  
Velocity (m/s) – Elbow-Wrist: 56.5

208. The Defendant MDJ Medical submitted a bill and a report for a nerve conduction velocity test allegedly administered on C. H. on August 19, 2009. The Defendant MDJ Medical also submitted a bill and a report for a nerve conduction velocity test allegedly



administered on S. F. on June 18, 2009. The values reported and the wave forms for the Left Median (APB) motor nerves were identical.

The numerical values for patient C. H. were:

Onset Lat (ms) – Wrist: 4.22  
Onset Lat (ms) – Elbow: 8.11  
O-P Amp (mV) – Wrist: 14.15  
O-P Amp (mV) – Elbow: 10.02  
Delta (ms) – Elbow-Wrist: 3.89  
Velocity (m/s) – Elbow-Wrist: 56.5

The numerical values for patient S. F. were:

Onset Lat (ms) – Wrist: 4.22  
Onset Lat (ms) – Elbow: 8.11  
O-P Amp (mV) – Wrist: 14.15  
O-P Amp (mV) – Elbow: 10.02  
Delta (ms) – Elbow-Wrist: 3.89  
Velocity (m/s) – Elbow-Wrist: 56.5

209. The Defendant MDJ Medical submitted a bill and a report for a nerve conduction velocity test allegedly administered on C. H. on August 19, 2009. The Defendant MDJ Medical also submitted a bill and a report for a nerve conduction velocity test allegedly administered on S. F. on June 18, 2009. The values reported and the wave forms for the Right Median (APB) motor nerves were identical.

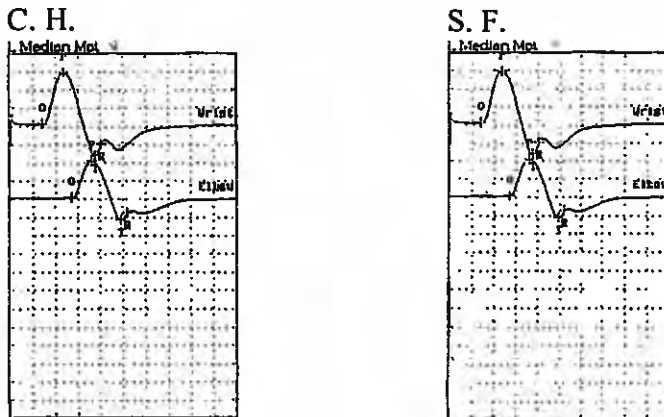
The numerical values for patient C. H. were:

Onset Lat (ms) – Wrist: 3.80  
Onset Lat (ms) – Elbow: 7.36  
O-P Amp (mV) – Wrist: 12.96  
O-P Amp (mV) – Elbow: 8.74  
Delta (ms) – Elbow-Wrist: 3.56  
Velocity (m/s) – Elbow-Wrist: 61.8

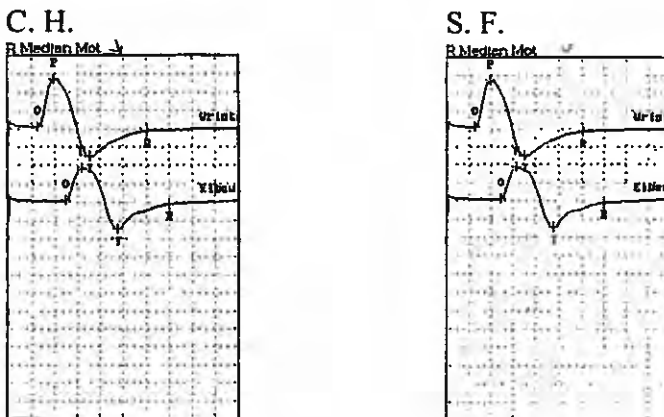
The numerical values for patient S. F. were:

Onset Lat (ms) – Wrist: 3.80  
Onset Lat (ms) – Elbow: 7.36  
O-P Amp (mV) – Wrist: 12.96  
O-P Amp (mV) – Elbow: 8.74  
Delta (ms) – Elbow-Wrist: 3.56  
Velocity (m/s) – Elbow-Wrist: 61.8

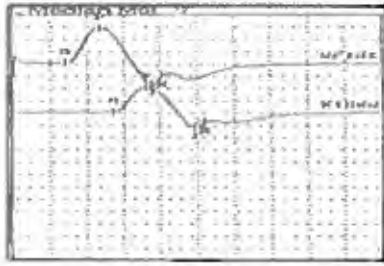
210. The wave forms submitted by the Defendant MDJ Medical for the Left Median (APB) motor nerve on patient C. H. and the wave forms submitted by the Defendant MDJ Medical for the Left Median (APB) motor nerve on patient S. F. represented the results as:



211. The wave forms submitted by the Defendant MDJ Medical for the Right Median (APB) motor nerve on patient C. H. and the wave forms submitted by the Defendant MDJ Medical for the Right Median (APB) motor nerve on patient S. F. represented the results as:

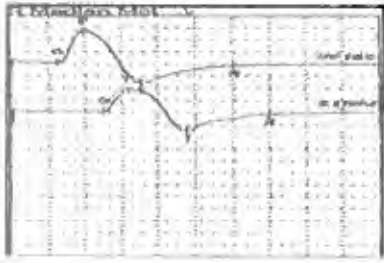


212. The wave forms submitted by the Defendant MDJ Medical for the Left Median (APB) motor nerve on patient C. H. and the wave forms submitted by the Defendant MDJ Medical for the Left Median (APB) motor nerve on patient S. F. were identical and when one is superimposed over the other the result is the following:



Such a match is impossible. Yet, the Defendant MDJ Medical had numerous such matches.

213. The wave forms submitted by the Defendant MDJ Medical for the Right Median (APB) motor nerve on patient C. H. and the wave forms submitted by the Defendant MDJ Medical for the Right Median (APB) motor nerve on patient S. F. were identical and when one is superimposed over the other the result is the following:



Such a match is impossible. Yet, the Defendant MDJ Medical had numerous such matches.

214. The Defendant Metar Medical submitted a bill and a report for a nerve conduction velocity test allegedly administered on F. S. on February 23, 2010. The Defendant Metar Medical also submitted a bill and a report for a nerve conduction velocity test allegedly administered on J. D. on February 23, 2010. The values reported and the wave forms for the Right Peroneal (EDB) motor nerves were identical.

The numerical values for patient F. S. were:

Onset Lat (ms) – Ankle: 2.42

Onset Lat (ms) – B Fib: 8.52

O-P Amp (mV) – Ankle: 3.75

O-P Amp (mV) – B Fib: 3.33

Delta (ms) – B Fib-Ankle: 6.09

Velocity (m/s) – B Fib-Ankle: 52.55

The numerical values for patient J. D. were:

Onset Lat (ms) –Ankle: 2.42  
Onset Lat (ms) – B Fib: 8.52  
O-P Amp (mV) – Ankle: 3.75  
O-P Amp (mV) – B Fib: 3.33  
Delta (ms) – B Fib-Ankle: 6.09  
Velocity (m/s) – B Fib-Ankle: 52.55

215. The Defendant Metar Medical submitted a bill and a report for a nerve conduction velocity test allegedly administered on F. S. on February 23, 2010. The Defendant Metar Medical also submitted a bill and a report for a nerve conduction velocity test allegedly administered on J. D. on February 23, 2010. The values reported and the wave forms for the Left Peroneal (EDB) motor nerves were identical.

The numerical values for patient F. S. were:

Onset Lat (ms) –Ankle: 2.34  
Onset Lat (ms) – B Fib: 8.44  
O-P Amp (mV) – Ankle: 4.35  
O-P Amp (mV) – B Fib: 3.13  
Delta (ms) – B Fib-Ankle: 6.09  
Velocity (m/s) – B Fib-Ankle: 52.55

The numerical values for patient J. D. were:

Onset Lat (ms) –Ankle: 2.34  
Onset Lat (ms) – B Fib: 8.44  
O-P Amp (mV) – Ankle: 4.35  
O-P Amp (mV) – B Fib: 3.13  
Delta (ms) – B Fib-Ankle: 6.09  
Velocity (m/s) – B Fib-Ankle: 52.55

216. The Defendant Metar Medical submitted a bill and a report for a nerve conduction velocity test allegedly administered on F. S. on February 23, 2010. The Defendant Metar Medical also submitted a bill and a report for a nerve conduction velocity test allegedly administered on J. D. on February 23, 2010. The values reported and the wave forms for the Left Median (Abd Poll Brev) motor nerves were identical.

The numerical values for patient F. S. were:

Onset Lat (ms) – Wrist: 2.89  
Onset Lat (ms) – Elbow: 6.64

O-P Amp (mV) – Wrist: 11.22  
O-P Amp (mV) – Elbow: 10.60  
Delta (ms) – Elbow-Wrist: 3.75  
Velocity (m/s) – Elbow-Wrist: 58.67

The numerical values for patient J. D. were:

Onset Lat (ms) – Wrist: 2.89  
Onset Lat (ms) – Elbow: 6.64  
O-P Amp (mV) – Wrist: 11.22  
O-P Amp (mV) – Elbow: 10.60  
Delta (ms) – Elbow-Wrist: 3.75  
Velocity (m/s) – Elbow-Wrist: 58.67

217. The Defendant Metar Medical submitted a bill and a report for a nerve conduction velocity test allegedly administered on F. S. on February 23, 2010. The Defendant Metar Medical also submitted a bill and a report for a nerve conduction velocity test allegedly administered on J. D. on February 23, 2010. The values reported and the wave forms for the Right Median (Abd Poll Brev) motor nerves were identical.

The numerical values for patient F. S. were:

Onset Lat (ms) – Wrist: 3.05  
Onset Lat (ms) – Elbow: 6.80  
O-P Amp (mV) – Wrist: 10.19  
O-P Amp (mV) – Elbow: 9.77  
Delta (ms) – Elbow-Wrist: 3.75  
Velocity (m/s) – Elbow-Wrist: 58.67

The numerical values for patient J. D. were:

Onset Lat (ms) – Wrist: 3.05  
Onset Lat (ms) – Elbow: 6.80  
O-P Amp (mV) – Wrist: 10.19  
O-P Amp (mV) – Elbow: 9.77  
Delta (ms) – Elbow-Wrist: 3.75  
Velocity (m/s) – Elbow-Wrist: 58.67

218. The Defendant Metar Medical submitted a bill and a report for a nerve conduction velocity test allegedly administered on F. S. on February 23, 2010. The Defendant Metar Medical also submitted a bill and a report for a nerve conduction velocity test allegedly

administered on J. D. on February 23, 2010. The values reported and the wave forms for the Left Tibial (AHB) motor nerves were identical.

The numerical values for patient F. S. were:

Onset Lat (ms) – Ankle: 3.13  
Onset Lat (ms) – Knee: 11.02  
O-P Amp (mV) – Ankle: 17.92  
O-P Amp (mV) – Knee: 16.27  
Delta (ms) – Knee-Ankle: 7.89  
Velocity (m/s) – Knee-Ankle: 48.16

The numerical values for patient J. D. were:

Onset Lat (ms) – Ankle: 3.13  
Onset Lat (ms) – Knee: 11.02  
O-P Amp (mV) – Ankle: 17.92  
O-P Amp (mV) – Knee: 16.27  
Delta (ms) – Knee-Ankle: 7.89  
Velocity (m/s) – Knee-Ankle: 48.16

219. The Defendant Metar Medical submitted a bill and a report for a nerve conduction velocity test allegedly administered on F. S. on February 23, 2010. The Defendant Metar Medical also submitted a bill and a report for a nerve conduction velocity test allegedly administered on J. D. on February 23, 2010. The values reported and the wave forms for the Right Tibial (AHB) motor nerves were identical.

The numerical values for patient F. S. were:

Onset Lat (ms) – Ankle: 3.67  
Onset Lat (ms) – Knee: 10.70  
O-P Amp (mV) – Ankle: 17.61  
O-P Amp (mV) – Knee: 16.35  
Delta (ms) – Knee-Ankle: 7.03  
Velocity (m/s) – Knee-Ankle: 55.48

The numerical values for patient J. D. were:

Onset Lat (ms) – Ankle: 3.67  
Onset Lat (ms) – Knee: 10.70  
O-P Amp (mV) – Ankle: 17.61  
O-P Amp (mV) – Knee: 16.35  
Delta (ms) – Knee-Ankle: 7.03  
Velocity (m/s) – Knee-Ankle: 55.48

220. The Defendant Metar Medical submitted a bill and a report for a nerve conduction velocity test allegedly administered on F. S. on February 23, 2010. The Defendant Metar Medical also submitted a bill and a report for a nerve conduction velocity test allegedly administered on J. D. on February 23, 2010. The values reported and the wave forms for the Right Ulnar (Abd Dig Min) motor nerves were identical.

The numerical values for patient F. S. were:

Onset Lat (ms) – Wrist: 1.56  
Onset Lat (ms) – BELbow: 5.55  
O-P Amp (mV) – Wrist: 9.61  
O-P Amp (mV) – BELbow: 9.40  
Delta (ms) – BELbow-Wrist: 3.98  
Velocity (m/s) – BELbow-Wrist: 57.79

The numerical values for patient J. D. were:

Onset Lat (ms) – Wrist: 1.56  
Onset Lat (ms) – BELbow: 5.55  
O-P Amp (mV) – Wrist: 9.61  
O-P Amp (mV) – BELbow: 9.40  
Delta (ms) – BELbow-Wrist: 3.98  
Velocity (m/s) – BELbow-Wrist: 57.79

221. The Defendant Metar Medical submitted a bill and a report for a nerve conduction velocity test allegedly administered on F. S. on February 23, 2010. The Defendant Metar Medical also submitted a bill and a report for a nerve conduction velocity test allegedly administered on J. D. on February 23, 2010. The values reported and the wave forms for the Left Ulnar (Abd Dig Min) motor nerves were identical.

The numerical values for patient F. S. were:

Onset Lat (ms) – Wrist: 1.56  
Onset Lat (ms) – BELbow: 5.63  
O-P Amp (mV) – Wrist: 10.41  
O-P Amp (mV) – BELbow: 9.88  
Delta (ms) – BELbow-Wrist: 4.06  
Velocity (m/s) – BELbow-Wrist: 59.11

The numerical values for patient J. D. were:

Onset Lat (ms) – Wrist: 1.56

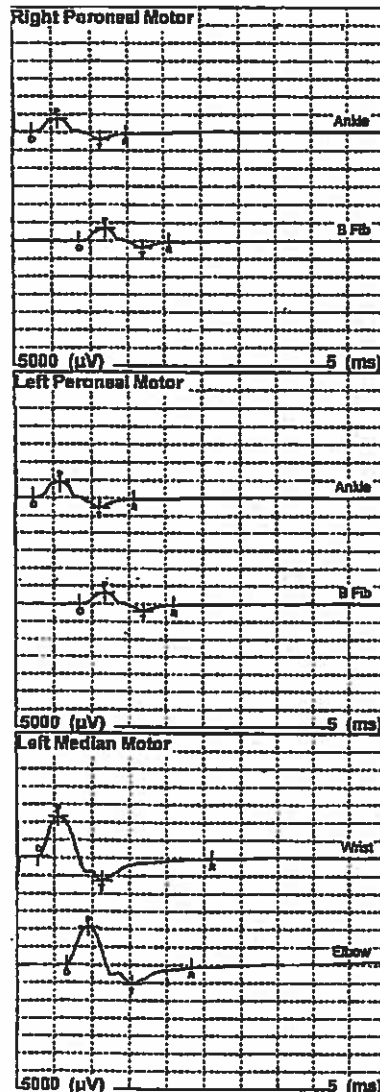
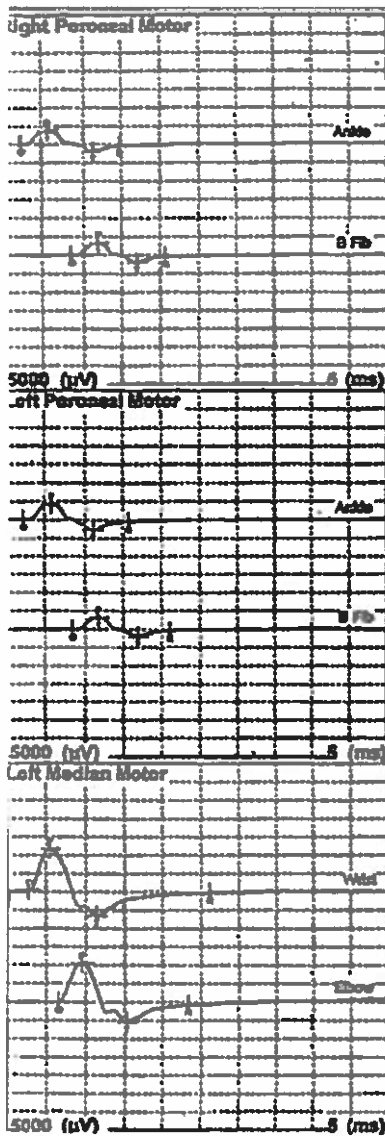


Onset Lat (ms) – BELbow: 5.63  
O-P Amp (mV) – Wrist: 10.41  
O-P Amp (mV) – BELbow: 9.88  
Delta (ms) – BELbow-Wrist: 4.06  
Velocity (m/s) – BELbow-Wrist: 59.11

222. The wave forms submitted by the Defendant Metar Medical for the Left Median (Abd Poll Brev) motor nerve, Right Peroneal (EDB) motor nerve, Left Peroneal (EDB) motor nerve on patient F. S. and the wave forms submitted by the Defendant Metar Medical for the Left Median (Abd Poll Brev) motor nerve, Right Peroneal (EDB) motor nerve, Left Peroneal (EDB) motor nerve on patient J. D. represented the results as:

F. S.

J. D.



223. The wave forms submitted by the Defendant Metar Medical for the Left Median (Abd Poll Brev) motor nerve, Right Peroneal (EDB) motor nerve, Left Peroneal (EDB) motor nerve on patient F. S. and the wave forms submitted by the Defendant Metar Medical for the Left Median (Abd Poll Brev) motor nerve, Right Peroneal (EDB) motor nerve, Left Peroneal (EDB) motor nerve on patient J. D were identical and when one is superimposed over the other the result is the following:



Such a match is impossible. Yet, the Defendant Metar Medical had numerous such matches.

224. The Defendant Jamaica Dedicated Medical submitted a bill and a report for a nerve conduction velocity test allegedly administered on V. J. on June 4, 2009. The Defendant Jamaica Dedicated Medical also submitted a bill and a report for a nerve conduction velocity test allegedly administered on T. F. on January 27, 2009. The values reported and the wave forms for the Left Median (APB) motor nerves were identical.

The numerical values for patient V. J. were:

Onset Lat (ms) – Wrist: 3.00

Onset Lat (ms) – Elbow: 6.98

O-P Amp (mV) – Wrist: 12.90  
O-P Amp (mV) – Elbow: 11.64  
Delta (ms) – Elbow-Wrist: 3.98  
Velocity (m/s) – Elbow-Wrist: 52.7

The numerical values for patient T. F. were:

Onset Lat (ms) – Wrist: 3.00  
Onset Lat (ms) – Elbow: 6.98  
O-P Amp (mV) – Wrist: 12.90  
O-P Amp (mV) – Elbow: 11.64  
Delta (ms) – Elbow-Wrist: 3.98  
Velocity (m/s) – Elbow-Wrist: 52.7

225. The Defendant Jamaica Dedicated Medical submitted a bill and a report for a nerve conduction velocity test allegedly administered on V. J. on June 4, 2009. The Defendant Jamaica Dedicated Medical also submitted a bill and a report for a nerve conduction velocity test allegedly administered on T. F. on January 27, 2009. The values reported and the wave forms for the Right Median (APB) motor nerves were identical.

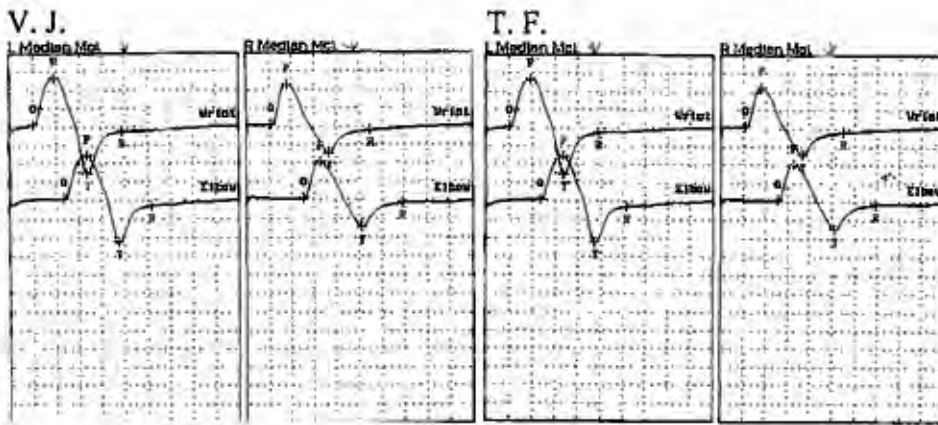
The numerical values for patient V. J. were:

Onset Lat (ms) – Wrist: 3.33  
Onset Lat (ms) – Elbow: 7.59  
O-P Amp (mV) – Wrist: 10.83  
O-P Amp (mV) – Elbow: 9.81  
Delta (ms) – Elbow-Wrist: 4.27  
Velocity (m/s) – Elbow-Wrist: 51.6

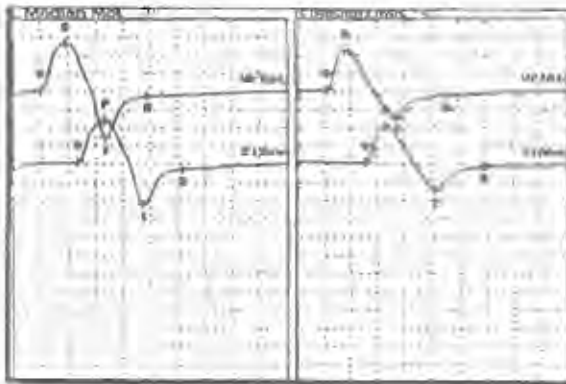
The numerical values for patient T. F. were:

Onset Lat (ms) – Wrist: 3.33  
Onset Lat (ms) – Elbow: 7.59  
O-P Amp (mV) – Wrist: 10.83  
O-P Amp (mV) – Elbow: 9.81  
Delta (ms) – Elbow-Wrist: 4.27  
Velocity (m/s) – Elbow-Wrist: 51.6

226. The wave forms submitted by the Defendant Jamaica Dedicated Medical for the Left Median (APB) motor nerve and the Right Median (APB) motor nerve on patient V. J. and the wave forms submitted by the Defendant Jamaica Dedicated Medical for the Left Median (APB) motor nerve and the Right Median (APB) motor nerve on patient T. F. represented the results as:



227. The wave forms submitted by the Defendant Jamaica Dedicated Medical for the Left Median (APB) motor nerve and the Right Median (APB) motor nerve on patient V. J. and the wave forms submitted by the Defendant MDJ Medical for the Left Median (APB) motor nerve and the Right Median (APB) motor nerve on patient T. F. were identical and when one is superimposed over the other the result is the following:



Such a match is impossible. Yet, the Defendant Jamaica Dedicated Medical had numerous such matches.

228. The Defendant Jamaica Dedicated Medical submitted a bill and a report for a nerve conduction velocity test allegedly administered on J. D. on May 6, 2008. The Defendant Jamaica Dedicated Medical also submitted a bill and a report for a nerve conduction velocity test allegedly administered on A. N. on May 29, 2008. The Defendant Jamaica Dedicated Medical also submitted a bill and a report for a nerve conduction velocity test allegedly administered on J. B. on

May 29, 2008. The values reported and the wave forms for the Left Tibial (AbdHal) motor nerves were identical.

The numerical values for patient J. D. were:

Onset Lat (ms) – Ankle: 3.70

Onset Lat (ms) – Knee: 10.83

O-P Amp (mV) – Ankle: 5.92

O-P Amp (mV) – Knee: 4.73

Delta (ms) – Knee-Ankle: 7.12

Velocity (m/s) – Knee-Ankle: 47.7

The numerical values for patient A. N. were:

Onset Lat (ms) – Ankle: 3.70

Onset Lat (ms) – Knee: 10.83

O-P Amp (mV) – Ankle: 5.92

O-P Amp (mV) – Knee: 4.73

Delta (ms) – Knee-Ankle: 7.12

Velocity (m/s) – Knee-Ankle: 47.7

The numerical values for patient J. B. were:

Onset Lat (ms) – Ankle: 3.70

Onset Lat (ms) – Knee: 10.83

O-P Amp (mV) – Ankle: 5.92

O-P Amp (mV) – Knee: 4.73

Delta (ms) – Knee-Ankle: 7.12

Velocity (m/s) – Knee-Ankle: 47.7

229. The Defendant Jamaica Dedicated Medical submitted a bill and a report for a nerve conduction velocity test allegedly administered on J. D. on May 6, 2008. The Defendant Jamaica Dedicated Medical also submitted a bill and a report for a nerve conduction velocity test allegedly administered on A. N. on May 29, 2008. The Defendant Jamaica Dedicated Medical also submitted a bill and a report for a nerve conduction velocity test allegedly administered on J. B. on May 29, 2008. The values reported and the wave forms for the Right Tibial (AbdHal) motor nerves were identical.

The numerical values for patient J. D. were:

Onset Lat (ms) – Ankle: 4.27

Onset Lat (ms) – Knee: 10.83

O-P Amp (mV) – Ankle: 4.42



O-P Amp (mV) – Knee: 5.03  
Delta (ms) – Knee-Ankle: 6.56  
Velocity (m/s) – Knee-Ankle: 51.8

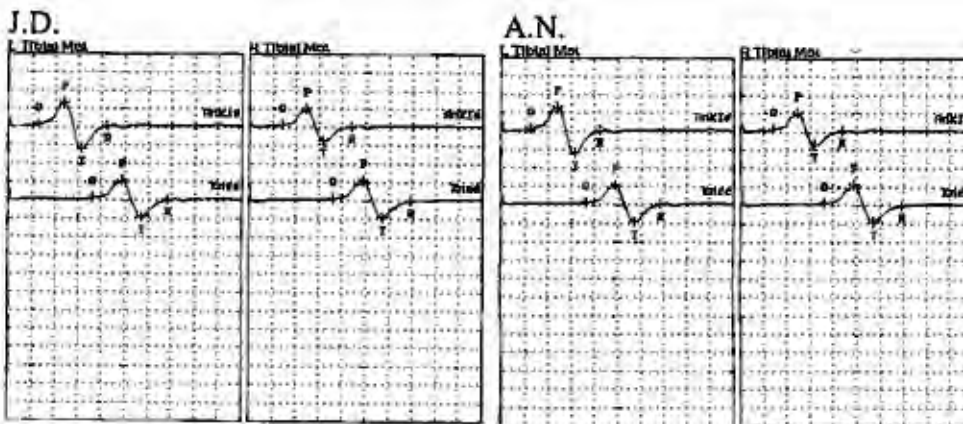
The numerical values for patient A. N. were:

Onset Lat (ms) – Ankle: 4.27  
Onset Lat (ms) – Knee: 10.83  
O-P Amp (mV) – Ankle: 4.42  
O-P Amp (mV) – Knee: 5.03  
Delta (ms) – Knee-Ankle: 6.56  
Velocity (m/s) – Knee-Ankle: 51.8

The numerical values for patient J. B. were:

Onset Lat (ms) – Ankle: 4.27  
Onset Lat (ms) – Knee: 10.83  
O-P Amp (mV) – Ankle: 4.42  
O-P Amp (mV) – Knee: 5.03  
Delta (ms) – Knee-Ankle: 6.56  
Velocity (m/s) – Knee-Ankle: 51.8

230. The wave forms submitted by the Defendant Jamaica Dedicated Medical for the Left Tibial (AdbHal) motor nerve and the Right Tibial (AdbHal) motor nerve on patient J. D. and the wave forms submitted by the Defendant Jamaica Dedicated Medical for the Left Tibial (AdbHal) motor nerve and the Right Tibial (AdbHal) motor nerve on patient A. N. and the wave forms submitted by the Defendant Jamaica Dedicated Medical for the Left Tibial (AdbHal) motor nerve and the Right Tibial (AdbHal) motor nerve on patient J. B. represented the results as:





J.B.



231. The wave forms submitted by the Defendant Jamaica Dedicated Medical for the Left Tibial (AdbHal) motor nerve and the Right Tibial (AdbHal) motor nerve on patient J. D. and the wave forms submitted by the Defendant Jamaica Dedicated Medical for the Left Tibial (AdbHal) motor nerve and the Right Tibial (AdbHal) motor nerve on patient A. N. and the wave forms submitted by the Defendant Jamaica Dedicated Medical for the Left Tibial (AdbHal) motor nerve and the Right Tibial (AdbHal) motor nerve on patient J. B. were identical and when one is superimposed over the other the result is the following:



Such a match is impossible. Yet, the Defendant Jamaica Dedicated Medical had numerous such matches.

232. The Defendant Dublin Medical used the exact same test results and waveforms for two different nerves on two different patients. The Defendant Dublin Medical submitted a bill and a report for a nerve conduction velocity test allegedly administered on D. D. on

April 22, 2010. The Defendant Dublin Medical also submitted a bill and a report for a nerve conduction velocity test allegedly administered on A. R. on April 22, 2010. The values reported and the wave forms for the Left Ulnar (ADM) motor nerves on D. D. and the values reported and the wave forms for the Right Ulnar (ADM) motor nerves on A.R. were identical:

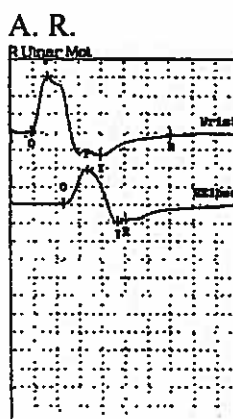
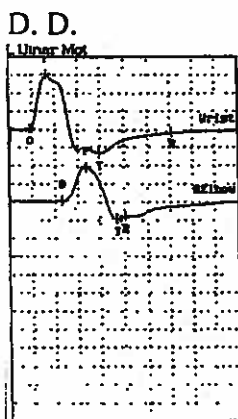
The numerical values for patient D. D. were:

Onset Lat (ms) – Wrist: 2.77  
Onset Lat (ms) – BELbow: 6.94  
O-P Amp (mV) – Wrist: 5.94  
O-P Amp (mV) – BELbow: 3.68  
Delta (ms) – BELbow-Wrist: 4.17  
Velocity (m/s) – BELbw-Wrist: 55.1

The numerical values for patient A. R. were:

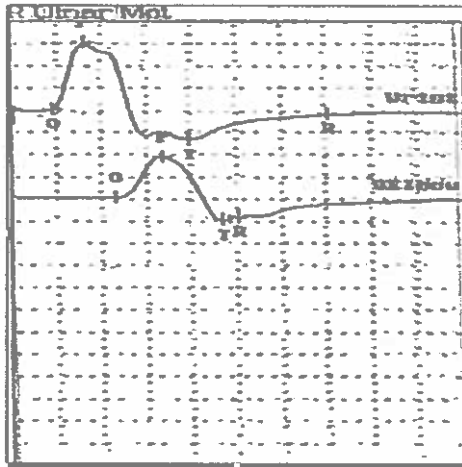
Onset Lat (ms) – Wrist: 2.77  
Onset Lat (ms) – BELbow: 6.94  
O-P Amp (mV) – Wrist: 5.94  
O-P Amp (mV) – BELbow: 3.68  
Delta (ms) – BELbow-Wrist: 4.17  
Velocity (m/s) – BELbw-Wrist: 55.1

233. The wave forms submitted by the Defendant Dublin Medical for the Left Ulnar (ADM) motor nerve on patient D. D. and the wave forms submitted by the Defendant Dublin Medical for the Right Ulnar (ADM) motor nerve on patient A. R. represented the results as:



234. The wave forms submitted by the Defendant Dublin Medical for the Left Ulnar (ADM) motor nerve on patient D. D. and the wave forms submitted by the Defendant Dublin

Medical for the Right Ulnar (ADM) motor nerve on patient A. R. were identical and when one is superimposed over the other the result is the following:



The only variation was in the words right and left. The wave forms themselves were identical. Such a match is impossible.

235. The Defendant Flatlands Medical submitted a bill and a report for a nerve conduction velocity test allegedly administered on L. L. on June 17, 2009. The Defendant Flatlands Medical also submitted a bill and a report for a nerve conduction velocity test allegedly administered on M. M. on October 8, 2008. The Defendant Bronx Mega Care Medical also submitted a bill and a report for a nerve conduction velocity test allegedly administered on S. N. on July 15, 2009. The values reported and the wave forms for the Left Ulnar (ADM) motor nerves were identical.

The numerical values for patient L. L. were:

Onset Lat (ms) – Wrist: 3.05  
Onset Lat (ms) – BELbow: 7.31  
O-P Amp (mV) – Wrist: 6.65  
O-P Amp (mV) – BELbow: 7.15  
Delta (ms) – BELbow-Wrist: 4.27  
Velocity (m/s) – BELbow-Wrist: 51.6

The numerical values for patient M. M. were:

Onset Lat (ms) – Wrist: 3.05  
Onset Lat (ms) – BELbow: 7.31

O-P Amp (mV) – Wrist: 6.65  
O-P Amp (mV) – BELbow: 7.15  
Delta (ms) – BELbow-Wrist: 4.27  
Velocity (m/s) – BELbow-Wrist: 51.6

The numerical values for patient S. N. were:

Onset Lat (ms) – Wrist: 3.05  
Onset Lat (ms) – BELbow: 7.31  
O-P Amp (mV) – Wrist: 6.65  
O-P Amp (mV) – BELbow: 7.15  
Delta (ms) – BELbow-Wrist: 4.27  
Velocity (m/s) – BELbow-Wrist: 51.6

236. The Defendant Flatlands Medical submitted a bill and a report for a nerve conduction velocity test allegedly administered on L. L. on June 17, 2009. The Defendant Flatlands Medical also submitted a bill and a report for a nerve conduction velocity test allegedly administered on M. M. on October 8, 2008. The Defendant Bronx Mega Care Medical also submitted a bill and a report for a nerve conduction velocity test allegedly administered on S. N. on July 15, 2009. The values reported and the wave forms for the Right Ulnar (ADM) motor nerves were identical.

The numerical values for patient L. L. were:

Onset Lat (ms) – Wrist: 2.91  
Onset Lat (ms) – BELbow: 7.22  
O-P Amp (mV) – Wrist: 7.16  
O-P Amp (mV) – BELbow: 5.97  
Delta (ms) – BELbow-Wrist: 4.31  
Velocity (m/s) – BELbow-Wrist: 51.0

The numerical values for patient M. M. were:

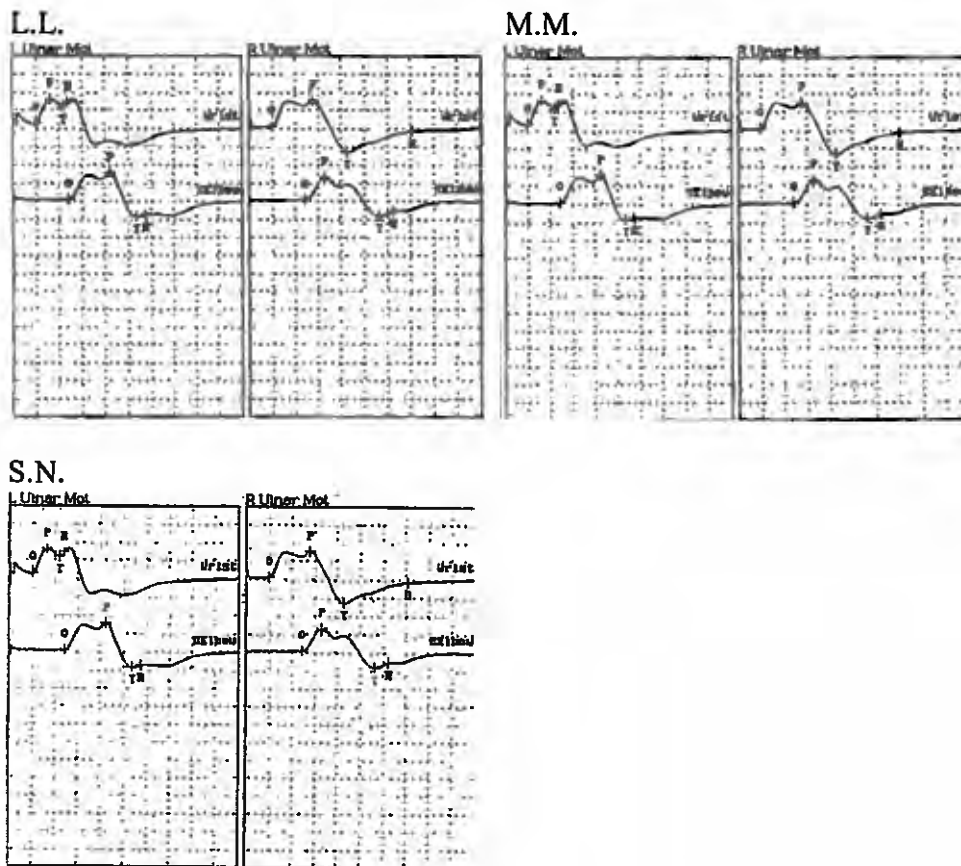
Onset Lat (ms) – Wrist: 2.91  
Onset Lat (ms) – BELbow: 7.22  
O-P Amp (mV) – Wrist: 7.16  
O-P Amp (mV) – BELbow: 5.97  
Delta (ms) – BELbow-Wrist: 4.31  
Velocity (m/s) – BELbow-Wrist: 51.0

The numerical values for patient S. N. were:

Onset Lat (ms) – Wrist: 2.91  
Onset Lat (ms) – BELbow: 7.22

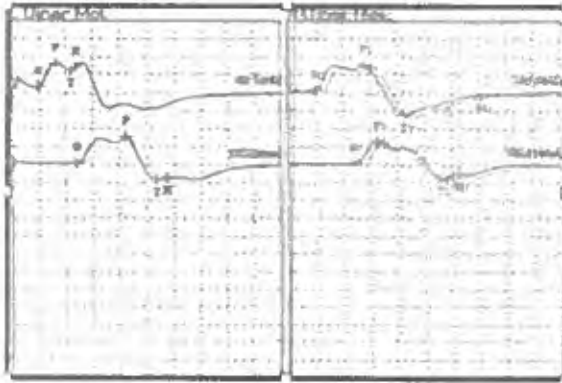
O-P Amp (mV) – Wrist: 7.16  
 O-P Amp (mV) – BELbow: 5.97  
 Delta (ms) – BELbow-Wrist: 4.31  
 Velocity (m/s) – BELbow-Wrist: 51.0

237. The wave forms submitted by the Defendant Flatlands Medical for the Left Ulnar (ADM) motor nerve and the Right Ulnar (ADM) motor nerve on patient L. L. and the wave forms submitted by the Defendant Flatlands Medical for the Left Ulnar (ADM) motor nerve and the Right Ulnar (ADM) motor nerve on patient M. M. and the wave forms submitted by the Defendant Bronx Mega Care Medical for the Left Ulnar (ADM) motor nerve and the Right Ulnar (ADM) motor nerve on patient S. N. represented the results as:



238. The wave forms submitted by the Defendant Flatlands Medical for the Left Ulnar (ADM) motor nerve and the Right Ulnar (ADM) motor nerve on patient L. L. and the wave

forms submitted by the Defendant Flatlands Medical for the Left Ulnar (ADM) motor nerve and the Right Ulnar (ADM) motor nerve on patient M. M. and the wave forms submitted by the Defendant Bronx Mega Care Medical for the Left Ulnar (ADM) motor nerve and the Right Ulnar (ADM) motor nerve on patient S. N. were identical and when one is superimposed over the other the result is the following:



Such a match is impossible. Yet, the Defendant Flatlands Medical and Bronx Mega Care Medical had numerous such matches.

239. The Defendant Michael Alleyne Medical submitted a bill and a report for a nerve conduction velocity test allegedly administered on T. K. by the Defendant Kim on June 25, 2008. The Defendant Michael Alleyne Medical also submitted a bill and a report for a nerve conduction velocity test allegedly administered on A. L. by the Defendant Kim on May 14, 2008. The values reported and the wave forms for the Right Median (APB) motor nerves were identical.

The numerical values for patient T. K. were:

Onset Lat (ms) – Wrist: 3.80  
 Onset Lat (ms) – Elbow: 7.36  
 O-P Amp (mV) – Wrist: 12.96  
 O-P Amp (mV) – Elbow: 8.74  
 Delta (ms) – Elbow-Wrist: 3.56  
 Velocity (m/s) – Elbow-Wrist: 61.8

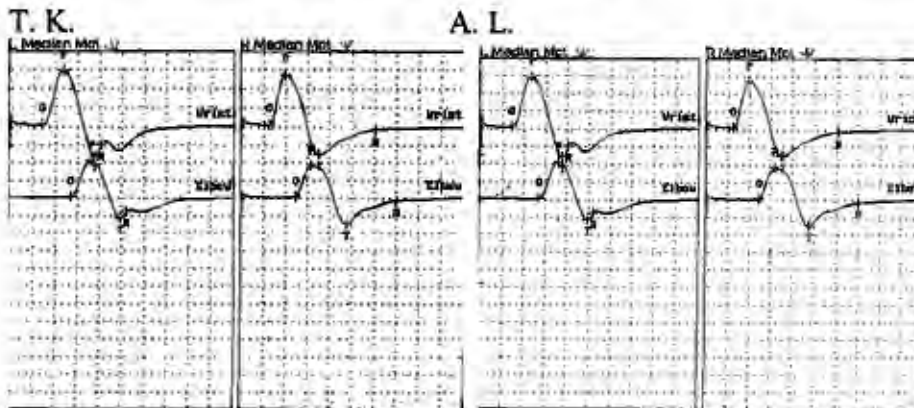
The numerical values for patient A. L. were:

Onset Lat (ms) – Wrist: 3.80  
 Onset Lat (ms) – Elbow: 7.36



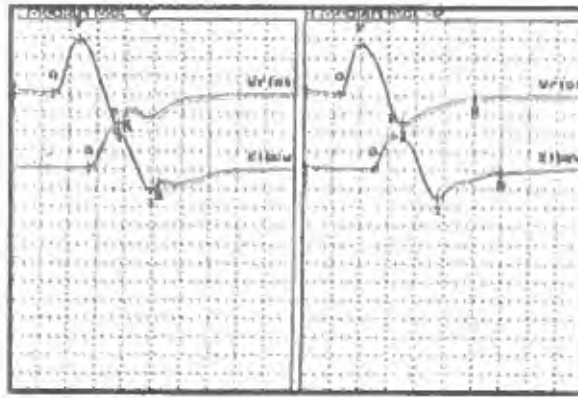
O-P Amp (mV) – Wrist: 12.96  
 O-P Amp (mV) – Elbow: 8.74  
 Delta (ms) – Elbow-Wrist: 3.56  
 Velocity (m/s) – Elbow-Wrist: 61.8

240. The wave forms submitted by the Defendant Michael Alleyne Medical for the Left Median (APB) and the Right Median (APB) motor nerve on patient T. K. and the wave forms submitted by the Defendant Michael Alleyne Medical for the Left Median (APB) and the Right Median (APB) motor nerve on patient A. L. represented the results as:



241. The wave forms submitted by the Defendant Michael Alleyne Medical for the Left Median (APB) and the Right Median (APB) motor nerve on patient T. K. and the wave forms submitted by the Defendant Michael Alleyne Medical for the Left Median (APB) and the Right Median (APB) motor nerve on patient A. L. were identical and when one is superimposed over the other the result is the following:





Such a match is impossible. Yet, the Defendant Michael Alleyne Medical had numerous such matches.

242. The Defendant MDJ Medical submitted a bill and a report for a nerve conduction velocity test allegedly administered on R. J. by the Defendant Kim on August 19, 2009. The Defendant J&J Medical also submitted a bill and a report for a nerve conduction velocity test allegedly administered on L. T. by the Defendant Kim on March 19, 2009. The Defendant Kath Medical also submitted a bill and a report for a nerve conduction velocity test allegedly administered on D. L. by the Defendant Kim on May 15, 2009. The Defendant Michael Alleyne Medical also submitted a bill and a report for a nerve conduction velocity test allegedly administered on R. M. by the Defendant Kim on January 14, 2009. The values reported and the wave forms for the Left Median (APB) motor nerves were identical.

The numerical values for patient R. J. were:

Onset Lat (ms) – Wrist: 3.28  
 Onset Lat (ms) – Elbow: 7.22  
 O-P Amp (mV) – Wrist: 10.48  
 O-P Amp (mV) – Elbow: 6.27  
 Delta (ms) – Elbow-Wrist: 3.94  
 Velocity (m/s) – Elbow-Wrist: 55.9

The numerical values for patient L. T. were:

Onset Lat (ms) – Wrist: 3.28  
 Onset Lat (ms) – Elbow: 7.22  
 O-P Amp (mV) – Wrist: 10.48  
 O-P Amp (mV) – Elbow: 6.27

Delta (ms) – Elbow-Wrist: 3.94  
Velocity (m/s) – Elbow-Wrist: 55.9

The numerical values for patient D. L. were:

Onset Lat (ms) – Wrist: 3.28  
Onset Lat (ms) – Elbow: 7.22  
O-P Amp (mV) – Wrist: 10.48  
O-P Amp (mV) – Elbow: 6.27  
Delta (ms) – Elbow-Wrist: 3.94  
Velocity (m/s) – Elbow-Wrist: 55.9

The numerical values for patient R. M. were:

Onset Lat (ms) – Wrist: 3.28  
Onset Lat (ms) – Elbow: 7.22  
O-P Amp (mV) – Wrist: 10.48  
O-P Amp (mV) – Elbow: 6.27  
Delta (ms) – Elbow-Wrist: 3.94  
Velocity (m/s) – Elbow-Wrist: 55.9

243. The Defendant MDJ Medical submitted a bill and a report for a nerve conduction velocity test allegedly administered on R. J. by the Defendant Kim on August 19, 2009. The Defendant J&J Medical also submitted a bill and a report for a nerve conduction velocity test allegedly administered on L. T. by the Defendant Kim on March 19, 2009. The Defendant Kath Medical also submitted a bill and a report for a nerve conduction velocity test allegedly administered on D. L. by the Defendant Kim on May 15, 2009. The Defendant Michael Alleyne Medical also submitted a bill and a report for a nerve conduction velocity test allegedly administered on R. M. by the Defendant Kim on January 14, 2009. The values reported and the wave forms for the Right Median (APB) motor nerves were identical.

The numerical values for patient R. J. were:

Onset Lat (ms) – Wrist: 3.00  
Onset Lat (ms) – Elbow: 7.36  
O-P Amp (mV) – Wrist: 9.95  
O-P Amp (mV) – Elbow: 8.13  
Delta (ms) – Elbow-Wrist: 4.36  
Velocity (m/s) – Elbow-Wrist: 50.5

The numerical values for patient L. T. were:

Onset Lat (ms) – Wrist: 3.00  
Onset Lat (ms) – Elbow: 7.36  
O-P Amp (mV) – Wrist: 9.95  
O-P Amp (mV) – Elbow: 8.13  
Delta (ms) – Elbow-Wrist: 4.36  
Velocity (m/s) – Elbow-Wrist: 50.5

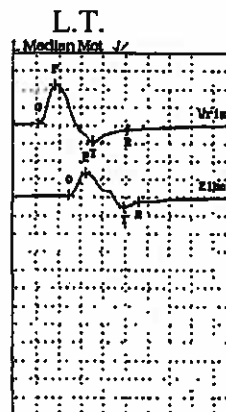
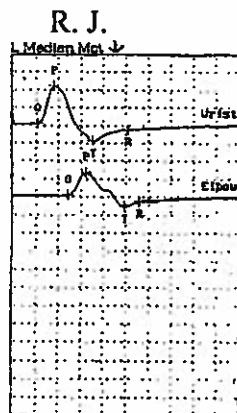
The numerical values for patient D. L. were:

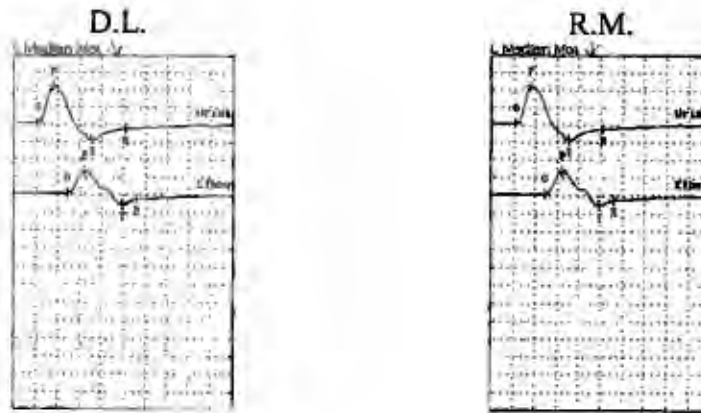
Onset Lat (ms) – Wrist: 3.00  
Onset Lat (ms) – Elbow: 7.36  
O-P Amp (mV) – Wrist: 9.95  
O-P Amp (mV) – Elbow: 8.13  
Delta (ms) – Elbow-Wrist: 4.36  
Velocity (m/s) – Elbow-Wrist: 50.5

The numerical values for patient R. M. were:

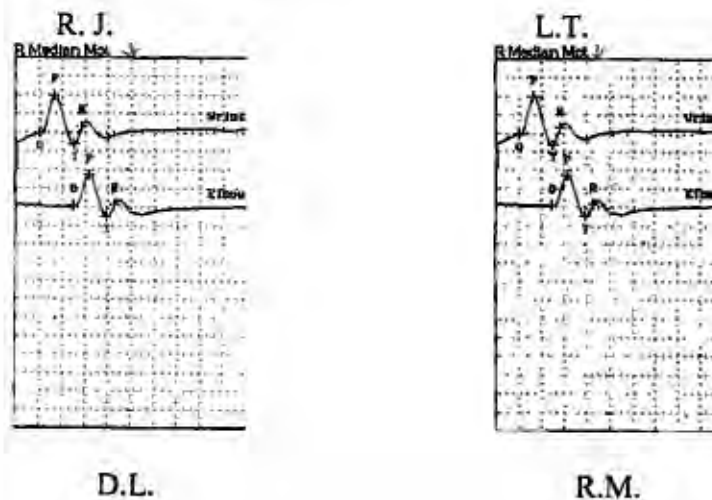
Onset Lat (ms) – Wrist: 3.00  
Onset Lat (ms) – Elbow: 7.36  
O-P Amp (mV) – Wrist: 9.95  
O-P Amp (mV) – Elbow: 8.13  
Delta (ms) – Elbow-Wrist: 4.36  
Velocity (m/s) – Elbow-Wrist: 50.5

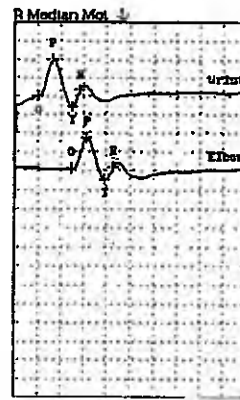
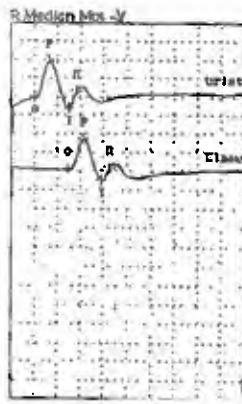
244. The wave forms submitted by the Defendant MDJ Medical for the Left Median (APB) motor nerve on patient R. J. and the wave forms submitted by the Defendant J&J Medical for the Left Median (APB) motor nerve on patient L. T. and the wave forms submitted by the Defendant Kath Medical for the Left Median (APB) motor nerve on patient D. L. and the wave forms submitted by the Defendant Michael Alleyne Medical for the Left Median (APB) motor nerve on patient R. M. represented the results as:



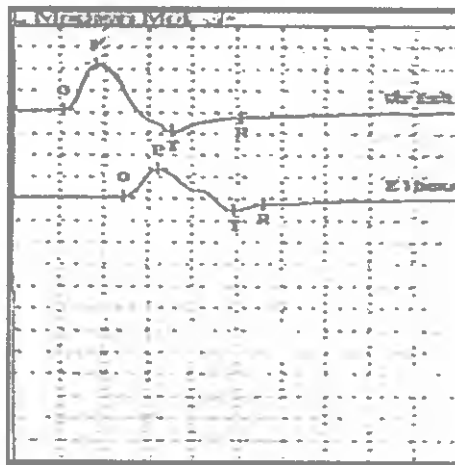


245. The wave forms submitted by the Defendant MDJ Medical for the Right Median (APB) motor nerve on patient R. J. and the wave forms submitted by the Defendant J&J Medical for the Right Median (APB) motor nerve on patient L. T. and the wave forms submitted by the Defendant Kath Medical for the Right Median (APB) motor nerve on patient D. L. and the wave forms submitted by the Defendant Michael Alleyne Medical for the Right Median (APB) motor nerve on patient R. M. represented the results as:





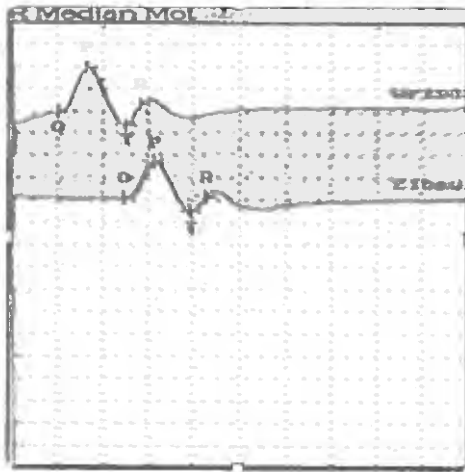
246. The wave forms submitted by the Defendant MDJ Medical for the Left Median (APB) motor nerve on patient R. J. and the wave forms submitted by the Defendant J&J Medical for the Left Median (APB) motor nerve on patient L. T. and the wave forms submitted by the Defendant Kath Medical for the Left Median (APB) motor nerve on patient D. L. and the wave forms submitted by the Defendant Michael Alleyne Medical for the Left Median (APB) motor nerve on patient R. M. were identical and when one is superimposed over the other the result is the following:



Such a match is impossible. Yet, the Defendant MDJ Medical, J&J Medical, Kath Medical, and Michael Alleyne Medical had numerous such matches.

247. The wave forms submitted by the Defendant MDJ Medical for the Right

Median (APB) motor nerve on patient R. J. and the wave forms submitted by the Defendant J&J Medical for the Right Median (APB) motor nerve on patient L. T. and the wave forms submitted by the Defendant Kath Medical for the Right Median (APB) motor nerve on patient D. L. and the wave forms submitted by the Defendant Michael Alleyne Medical for the Right Median (APB) motor nerve on patient R. M. were identical and when one is superimposed over the other the result is the following:



Such a match is impossible. Yet, the Defendant MDJ Medical, J&J Medical, Kath Medical, and Michael Alleyne Medical had numerous such matches.

248. The Defendant Neomy Medical submitted a bill and a report for a nerve conduction velocity test allegedly administered on M. O. by the Defendant Kim on February 19, 2008. The Defendant AKO Medical also submitted a bill and a report for a nerve conduction velocity test allegedly administered on M. H. by the Defendant Tsirlin on March 24, 2009. The Defendant Jamaica Dedicated Medical also submitted a bill and a report for a nerve conduction velocity test allegedly administered on D.C. by the Defendant Kim on May 14, 2009. The values reported and the wave forms for the Left Median (APB) motor nerves were identical.

The numerical values for patient M. O. were:

Onset Lat (ms) – Wrist: 3.00

Onset Lat (ms) – Elbow: 6.98

O-P Amp (mV) – Wrist: 12.90  
O-P Amp (mV) – Elbow: 11.64  
Delta (ms) – Elbow-Wrist: 3.98  
Velocity (m/s) – Elbow-Wrist: 52.7

The numerical values for patient M. H. were:

Onset Lat (ms) – Wrist: 3.00  
Onset Lat (ms) – Elbow: 6.98  
O-P Amp (mV) – Wrist: 12.90  
O-P Amp (mV) – Elbow: 11.64  
Delta (ms) – Elbow-Wrist: 3.98  
Velocity (m/s) – Elbow-Wrist: 52.7

The numerical values for patient C. D. were:

Onset Lat (ms) – Wrist: 3.00  
Onset Lat (ms) – Elbow: 6.98  
O-P Amp (mV) – Wrist: 12.90  
O-P Amp (mV) – Elbow: 11.64  
Delta (ms) – Elbow-Wrist: 3.98  
Velocity (m/s) – Elbow-Wrist: 52.7

249. The Defendant Neomy Medical submitted a bill and a report for a nerve conduction velocity test allegedly administered on M. O. by the Defendant Kim on February 19, 2008. The Defendant AKO Medical also submitted a bill and a report for a nerve conduction velocity test allegedly administered on M. H. by the Defendant Tsirlin on March 24, 2009. The Defendant Jamaica Dedicated Medical also submitted a bill and a report for a nerve conduction velocity test allegedly administered on C. D. by the Defendant Kim on May 14, 2009. The values reported and the wave forms for the Right Median (APB) motor nerves were identical.

The numerical values for patient M. O. were:

Onset Lat (ms) – Wrist: 3.33  
Onset Lat (ms) – Elbow: 7.59  
O-P Amp (mV) – Wrist: 10.83  
O-P Amp (mV) – Elbow: 9.81  
Delta (ms) – Elbow-Wrist: 4.27  
Velocity (m/s) – Elbow-Wrist: 51.6

The numerical values for patient M. H. were:

Onset Lat (ms) – Wrist: 3.33  
Onset Lat (ms) – Elbow: 7.59

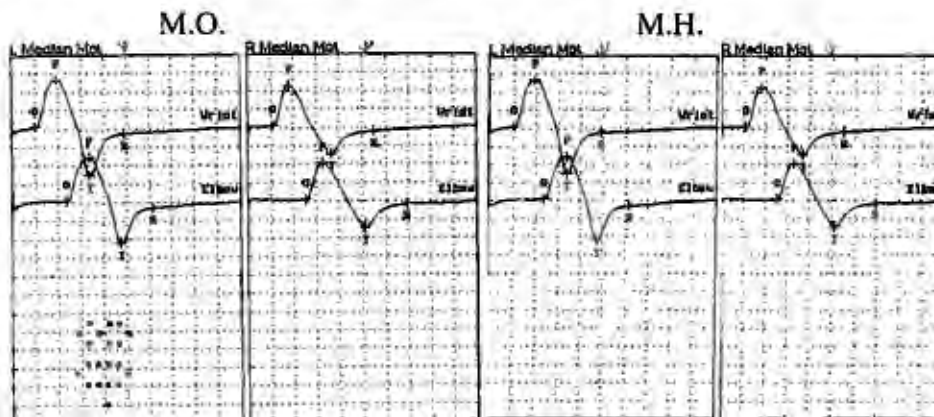


O-P Amp (mV) – Wrist: 10.83  
 O-P Amp (mV) – Elbow: 9.81  
 Delta (ms) – Elbow-Wrist: 4.27  
 Velocity (m/s) – Elbow-Wrist: 51.6

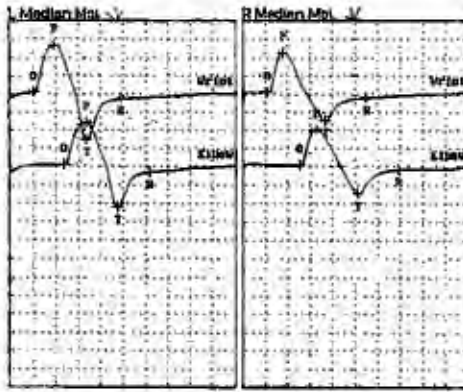
The numerical values for patient C. D. were:

Onset Lat (ms) – Wrist: 3.33  
 Onset Lat (ms) – Elbow: 7.59  
 O-P Amp (mV) – Wrist: 10.83  
 O-P Amp (mV) – Elbow: 9.81  
 Delta (ms) – Elbow-Wrist: 4.27  
 Velocity (m/s) – Elbow-Wrist: 51.6

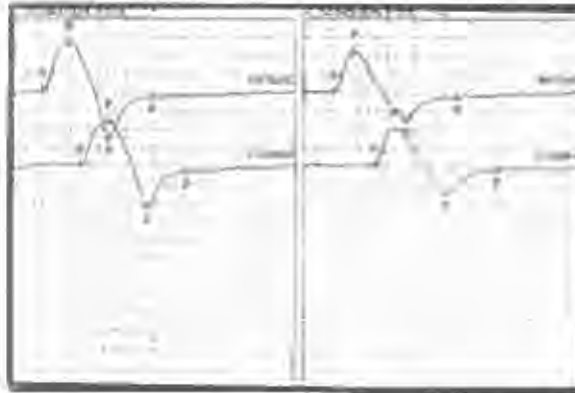
250. The wave forms submitted by the Defendant Neomy Medical for the Left Median (APB) motor nerve and the Right Median (APB) motor nerve on patient M. O. and the wave forms submitted by the Defendant AKO Medical for the Left Median (APB) motor nerve and the Right Median (APB) motor nerve on patient M. H. and the wave forms submitted by the Defendant Jamaica Dedicated Medical for the Left Median (APB) motor nerve and the Right Median (APB) motor nerve on patient C. D. represented the results as:



C.D.



251. The wave forms submitted by the Defendant Neomy Medical for the Left Median (APB) motor nerve and the Right Median (APB) motor nerve on patient M. O. and the wave forms submitted by the Defendant AKO Medical for the Left Median (APB) motor nerve and the Right Median (APB) motor nerve on patient M. H. and the wave forms submitted by the Defendant Jamaica Dedicated Medical for the Left Median (APB) motor nerve and the Right Median (APB) motor nerve on patient C. D. were identical and when one is superimposed over the other the result is the following:



Such a match is impossible. Yet, the Defendant Neomy Medical, AKO Medical, and Jamaica Dedicated Medical had numerous such matches.

252. The Defendant Jamaica Dedicated Medical submitted a bill and a report for a nerve conduction velocity test allegedly administered on J. T. by the Defendant Kim on May 6, 2008. The Defendant AKO Medical also submitted a bill and a report for a nerve conduction

velocity test allegedly administered on T. M. by the Defendant Tsirlin on May 14, 2009. The Defendant Kath Medical also submitted a bill and a report for a nerve conduction velocity test allegedly administered on M. G. by the Defendant Kim on January 20, 2009. The Defendant Sebastian Medical also submitted a bill and a report for a nerve conduction velocity test allegedly administered on P. S. by the Defendant Kim on December 12, 2007. The Defendant Polis also submitted a bill and a report for a nerve conduction velocity test allegedly administered on J. H. by the Defendant Kim on February 4, 2009. The Defendant Flatlands also submitted a bill and a report for a nerve conduction velocity test allegedly administered on E. E. by the Defendant Kim on October 10, 2008. The Defendant Michael Alleyene Medical also submitted a bill and a report for a nerve conduction velocity test allegedly administered on C. J. by the Defendant Kim on May 20, 2009. The values reported and the wave forms for the Left Ulnar (ADM) motor nerves were identical.

The numerical values for patient J. T. were:

Onset (ms) – Wrist: 1.87  
 Onset (ms) – B Elbow: 5.02  
 O-P Amp (mV) – Wrist: 5.18  
 O-P Amp (mV) – B Elbow: 5.16  
 Delta-0 (ms) – B Elbow-Wrist: 3.14  
 Velocity (m/s) – B Elbow-Wrist: 57.3

The numerical values for patient T. M. were:

Onset (ms) – Wrist: 1.87  
 Onset (ms) – B Elbow: 5.02  
 O-P Amp (mV) – Wrist: 5.18  
 O-P Amp (mV) – B Elbow: 5.16  
 Delta-0 (ms) – B Elbow-Wrist: 3.14  
 Velocity (m/s) – B Elbow-Wrist: 57.3

The numerical values for patient M. G. were:

Onset (ms) – Wrist: 1.87  
 Onset (ms) – B Elbow: 5.02  
 O-P Amp (mV) – Wrist: 5.18  
 O-P Amp (mV) – B Elbow: 5.16  
 Delta-0 (ms) – B Elbow-Wrist: 3.14

Velocity (m/s) – B Elbow-Wrist: 57.3

The numerical values for patient P. S. were:

Onset (ms) – Wrist: 1.87

Onset (ms) – B Elbow: 5.02

O-P Amp (mV) – Wrist: 5.18

O-P Amp (mV) – B Elbow: 5.16

Delta-0 (ms) – B Elbow-Wrist: 3.14

Velocity (m/s) – B Elbow-Wrist: 57.3

The numerical values for patient J. H. were:

Onset (ms) – Wrist: 1.87

Onset (ms) – B Elbow: 5.02

O-P Amp (mV) – Wrist: 5.18

O-P Amp (mV) – B Elbow: 5.16

Delta-0 (ms) – B Elbow-Wrist: 3.14

Velocity (m/s) – B Elbow-Wrist: 57.3

The numerical values for patient E. E. were:

Onset (ms) – Wrist: 1.87

Onset (ms) – B Elbow: 5.02

O-P Amp (mV) – Wrist: 5.18

O-P Amp (mV) – B Elbow: 5.16

Delta-0 (ms) – B Elbow-Wrist: 3.14

Velocity (m/s) – B Elbow-Wrist: 57.3

The numerical values for patient C. J. were:

Onset (ms) – Wrist: 1.87

Onset (ms) – B Elbow: 5.02

O-P Amp (mV) – Wrist: 5.18

O-P Amp (mV) – B Elbow: 5.16

Delta-0 (ms) – B Elbow-Wrist: 3.14

Velocity (m/s) – B Elbow-Wrist: 57.3

253. The Defendant Jamaica Dedicated Medical submitted a bill and a report for a nerve conduction velocity test allegedly administered on J. T. by the Defendant Kim on May 6, 2008. The Defendant AKO Medical also submitted a bill and a report for a nerve conduction velocity test allegedly administered on T. M. by the Defendant Tsirlin on May 14, 2009. The Defendant Kath Medical also submitted a bill and a report for a nerve conduction velocity test allegedly administered on M. G. by the Defendant Kim on January 20, 2009. The Defendant

Sebastian Medical also submitted a bill and a report for a nerve conduction velocity test allegedly administered on P. S. by the Defendant Kim on December 12, 2007. The Defendant Polis Medical also submitted a bill and a report for a nerve conduction velocity test allegedly administered on J. H. by the Defendant Kim on February 4, 2009. The Defendant Flatlands Medical also submitted a bill and a report for a nerve conduction velocity test allegedly administered on E. E. by the Defendant Kim on October 10, 2008. The Defendant Michael Alleyene Medical also submitted a bill and a report for a nerve conduction velocity test allegedly administered on C. J. by the Defendant Kim on May 20, 2009. The values reported and the wave forms for the Right Ulnar (ADM) motor nerves were identical.

The numerical values for patient J. T. were:

Onset (ms) – Wrist: 1.97  
Onset (ms) – B Elbow: 5.62  
O-P Amp (mV) – Wrist: 6.45  
O-P Amp (mV) – B Elbow: 3.88  
Delta-0 (ms) – B Elbow-Wrist: 3.66  
Velocity (m/s) – B Elbow-Wrist: 52.0

The numerical values for patient T. M. were:

Onset (ms) – Wrist: 1.97  
Onset (ms) – B Elbow: 5.62  
O-P Amp (mV) – Wrist: 6.45  
O-P Amp (mV) – B Elbow: 3.88  
Delta-0 (ms) – B Elbow-Wrist: 3.66  
Velocity (m/s) – B Elbow-Wrist: 52.0

The numerical values for patient M. G. were:

Onset (ms) – Wrist: 1.97  
Onset (ms) – B Elbow: 5.62  
O-P Amp (mV) – Wrist: 6.45  
O-P Amp (mV) – B Elbow: 3.88  
Delta-0 (ms) – B Elbow-Wrist: 3.66  
Velocity (m/s) – B Elbow-Wrist: 52.0

The numerical values for patient P. S. were:

Onset (ms) – Wrist: 1.97  
Onset (ms) – B Elbow: 5.62  
O-P Amp (mV) – Wrist: 6.45

O-P Amp (mV) – B Elbow: 3.88  
Delta-0 (ms) – B Elbow-Wrist: 3.66  
Velocity (m/s) – B Elbow-Wrist: 52.0

The numerical values for patient J. H. were:

Onset (ms) – Wrist: 1.97  
Onset (ms) – B Elbow: 5.62  
O-P Amp (mV) – Wrist: 6.45  
O-P Amp (mV) – B Elbow: 3.88  
Delta-0 (ms) – B Elbow-Wrist: 3.66  
Velocity (m/s) – B Elbow-Wrist: 52.0

The numerical values for patient E. E. were:

Onset (ms) – Wrist: 1.97  
Onset (ms) – B Elbow: 5.62  
O-P Amp (mV) – Wrist: 6.45  
O-P Amp (mV) – B Elbow: 3.88  
Delta-0 (ms) – B Elbow-Wrist: 3.66  
Velocity (m/s) – B Elbow-Wrist: 52.0

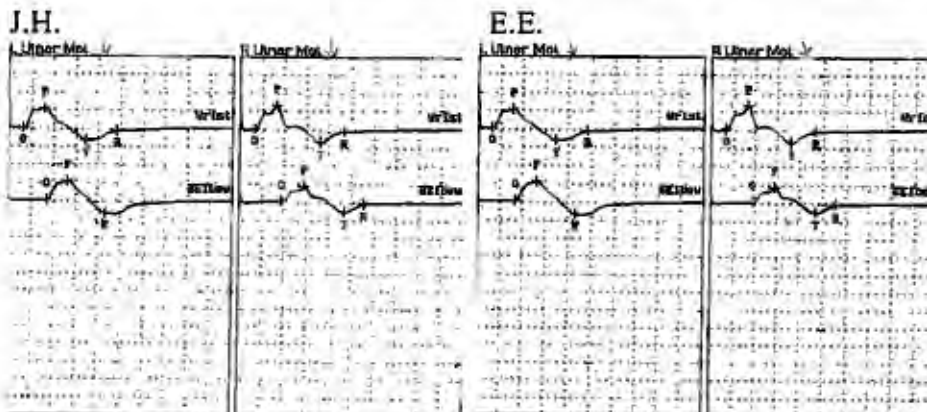
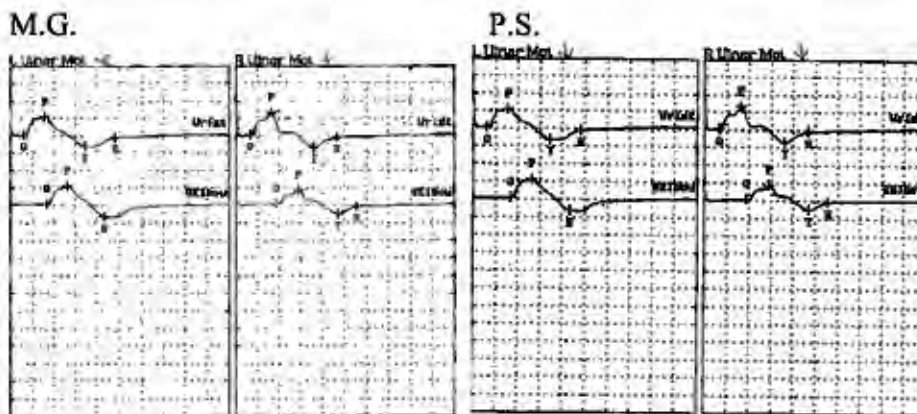
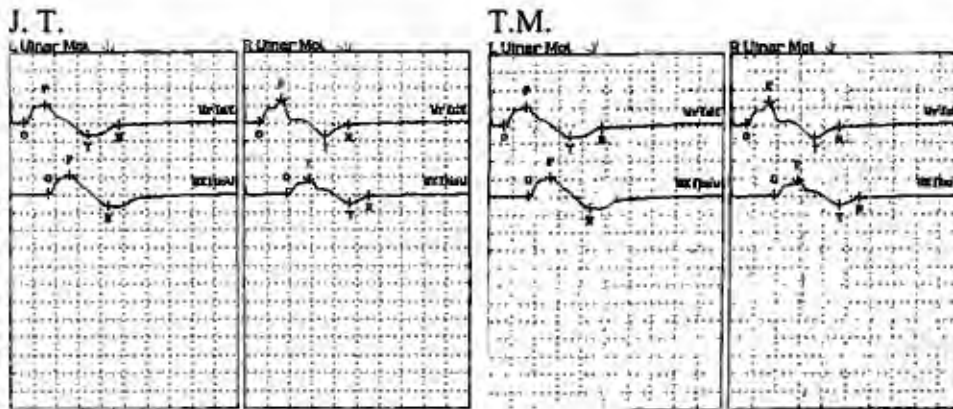
The numerical values for patient C. J. were:

Onset (ms) – Wrist: 1.97  
Onset (ms) – B Elbow: 5.62  
O-P Amp (mV) – Wrist: 6.45  
O-P Amp (mV) – B Elbow: 3.88  
Delta-0 (ms) – B Elbow-Wrist: 3.66  
Velocity (m/s) – B Elbow-Wrist: 52.0

254. The wave forms submitted by the Defendant Jamaica for the Left Ulnar (ADM) and the Right Ulnar (ADM) motor nerve on patient J. T. and the wave forms submitted by the Defendant AKO Medical for the Left Ulnar (ADM) and the Right Ulnar (ADM) motor nerve on patient T. M. and the wave forms submitted by the Defendant Kath Medical for the Left Ulnar (ADM) and the Right Ulnar (ADM) motor nerve on patient M. G. and the wave forms submitted by the Defendant Sebastian for the Left Ulnar (ADM) and the Right Ulnar (ADM) motor nerve on patient P. S. and the wave forms submitted by the Defendant Polis for the Left Ulnar (ADM) and the Right Ulnar (ADM) motor nerve on patient J. T. and the wave forms submitted by the Defendant Flatlands for the Left Ulnar (ADM) and the Right Ulnar (ADM) motor nerve on patient E. E. and

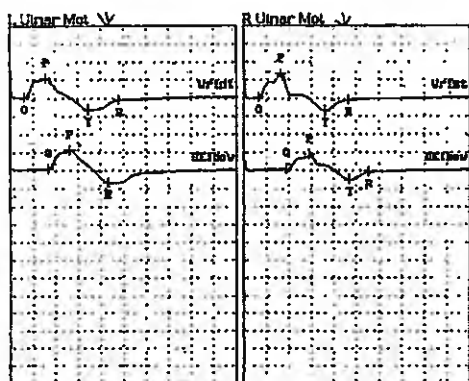


the wave forms submitted by the Defendant Michael Alleyene Medical for the Left Ulnar (ADM) and the Right Ulnar (ADM) motor nerve on patient C. J. represented the results as:

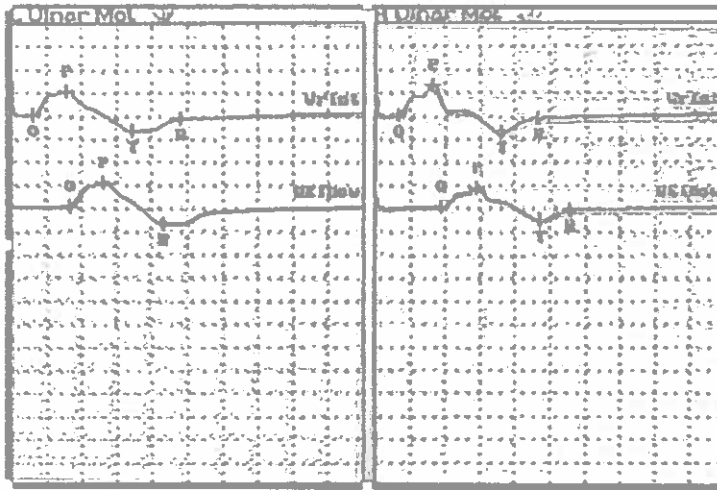


M.A.





255. The wave forms submitted by the Defendant Jamaica Dedicated Medical for the Left Ulnar (ADM) and the Right Ulnar (ADM) motor nerve on patient J. T. and the wave forms submitted by the Defendant AKO Medical for the Left Ulnar (ADM) and the Right Ulnar (ADM) motor nerve on patient T. M. and the wave forms submitted by the Defendant Kath Medical for the Left Ulnar (ADM) and the Right Ulnar (ADM) motor nerve on patient M. G. and the wave forms submitted by the Defendant Sebastian Medical for the Left Ulnar (ADM) and the Right Ulnar (ADM) motor nerve on patient P. S. and the wave forms submitted by the Defendant Polis Medical for the Left Ulnar (ADM) and the Right Ulnar (ADM) motor nerve on patient J. T and the wave forms submitted by the Defendant Flatlands Medical for the Left Ulnar (ADM) and the Right Ulnar (ADM) motor nerve on patient E. E. and the wave forms submitted by the Defendant Michael Alleyne Medical for the Left Ulnar (ADM) and the Right Ulnar (ADM) motor nerve on patient C. J. were identical and when one is superimposed over the other the result is the following:



Such a match is impossible. Yet, the Defendant Jamaica Dedicated Medical, AKO Medical, Kath Medical, Sebastian Medical, Polis Medical, Flatlands Medical and Michael Alleyene Medical had numerous such matches.

**Abusive Pattern of Electrodiagnostic Testing  
Including Unnecessary and Falsified F wave and H reflex testing**

256. The same nerves and muscles were tested regularly without regard to where the patient allegedly had complaints and possible injury. Even when the testing was actually conducted by the Defendants, it was conducted in an inappropriate way in order to maximize the billing. The Defendants not only falsified the results, they consistently billed for an extensive battery of testing that did not vary from patient to patient and was motivated by greed, not medical necessity.

257. The Defendants routinely tested the same nerves, (including right and left, and upper and lower), which is not an appropriate method of diagnosing peripheral nerve injury. Not all people injure the same nerves. Additionally, when one tests only certain nerves, one will miss injuries which have occurred in other nerves, which were not tested. The history and exam should be the guide to determine which nerves and muscles should be evaluated in these studies.

258. F wave and H reflex testing was repeatedly added to the battery of electrodiagnostic testing to inflate the charges without regard to need.

259. H reflexes are classified as "late responses", because their responses take much longer than the standard nerve conduction velocity responses. To perform an H-reflex, a stimulus is applied behind the knee (the popliteal space), and sensory fibers within the sciatic nerve conduct the impulse up to the spine, specifically through the S1 nerve root. This fires the motor fibers to contract the Soleus muscle. This electrically stimulates the ankle reflex, and the response is mediated through the S1 nerve root. These tests are not needed on every patient. They are appropriate when there is a concern about an S1 radiculopathy (or occasionally in the upper extremities for C6, C7).

260. F waves are a type of "late response" to nerve stimulation. An F wave is recorded when a peripheral motor nerve is stimulated with strong repetitive stimuli, and the response is transmitted proximally to the nerve roots. The nerve roots then fire and send a motor response distally, where the responses are recorded from innervated muscles. The F waves measure a long portion of the motor nerves, including the nerve roots in the cervical or lumbar region (depending on the site of stimulation and recording...upper or lower extremity). F-waves are not particularly helpful in evaluation of injuries because they are both insensitive and nonspecific re: localization. They are better at evaluating disease processes, where focal involvement is less important (they are good in evaluation of disorders like systemic neuropathies, especially diseases like Guillain Barre Syndrome. F-waves are not needed in all patients receiving nerve conduction velocity and EMG testing.

261. The Defendants not only administered F wave and H reflex testing inappropriately, they had identical matching values in these tests also, which is impossible.

262. The Defendant Neomy Medical submitted a bill and a report for a F/H allegedly administered on B. R. on March 4, 2008 by the Defendant Kim. The Defendant Jamaica Dedicated Medical also submitted a bill and a report for a F/H allegedly administered on C. D. on May 14, 2009 by the Defendant Kim. The Defendant AKO Medical also submitted a bill and a report for a F/H allegedly administered on M. H. on March 24, 2009 by the Defendant Tsirlin. The values reported and the wave forms for the Right Median (APB) motor nerves were identical. Interestingly enough, there is not just one Right Median reading for the F/H report for the motor nerves, but two completely different ones with identical numbers across all the three providers. The second reading is where Left Median should be mentioned in the report, but instead Right Median is mentioned for a second time. Thus, not only were same exact results falsified and repeated for different patients at different PC Defendants by different doctors, they actually repeated the same exact mistakes for each patient. Either the Defendant PCs made up two totally different test results and incompetently listed them right next to each other with totally different results, or they mislabeled the wrong nerve with their falsified results. Doing so with one patient was a serious error. Having the same results copied for multiple patients with multiple Defendant PCs and different doctors provides an indication of the vast scope of the fraud. To repeat the same mistakes and insert into multiple patient results also is an indication of the total lack of regard for the patients. Such an obvious mistake should have been detected by any medical doctor actually reviewing and preparing the results with the best interests of the patient in mind. Here, as part of a greedy and fraudulent scheme, the same mistakes in the falsified results were repeated again and again. The same exact results were falsified and repeated for different patients at different PC Defendants by different doctors.

The numerical values for patient B. R. were:

Lat1 (ms): 25.31  
Lat2 (ms): 2.58  
Lat2-Lat1 (ms): 22.73

Lat1 (ms): 23.98  
Lat2 (ms): 2.66  
Lat2-Lat1 (ms): 21.33

The numerical values for patient C. D. were:

Lat1 (ms): 25.31  
Lat2 (ms): 2.58  
Lat2-Lat1 (ms): 22.73

Lat1 (ms): 23.98  
Lat2 (ms): 2.66  
Lat2-Lat1 (ms): 21.33

The numerical values for patient M. H. were:

Lat1 (ms): 25.31  
Lat2 (ms): 2.58  
Lat2-Lat1 (ms): 22.73

Lat1 (ms): 23.98  
Lat2 (ms): 2.66  
Lat2-Lat1 (ms): 21.33

263. The Defendant Sebastian Medical submitted a bill and a report for F/H report test allegedly administered on P. S. on December 12, 2007. The Defendant Jamaica Dadiated Medical also submitted a bill and a report for F/H report test allegedly administered on J. T. on May 6, 2008. The values reported and the wave forms for the Left Median (APR) motor nerves were identical.

The numerical values for patient P. S. were:

L H Reflex H (ms) – Lat1: 31.88  
R H Reflex H (ms) – Lat1: 32.03  
L Median F (ms) – Lat1: 24.22  
R Median F (ms) – Lat1: 25.31  
L Peroneal F (ms) – Lat1: 45.78  
R Peroneal F (ms) – Lat1: 50.78  
L Tibial F (ms) – Lat1: 50.00  
R Tibial F (m/s) – Lat1: 50.47  
L Ulnar F (ms) – Lat1: 24.61

R Ulnar F (m/s) – Lat1: 25.00

The numerical values for patient J. F. were:

L H Reflex H (ms) – Lat1: 31.88

R H Reflex H (ms) – Lat1: 32.03

L Median F (ms) – Lat1: 24.22

R Median F (ms) – Lat1: 25.31

L Peroneal F (ms) – Lat1: 45.78

R Peroneal F (ms) – Lat1: 50.78

L Tibial F (ms) – Lat1: 50.00

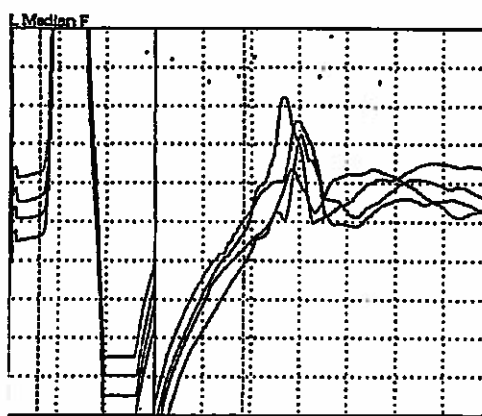
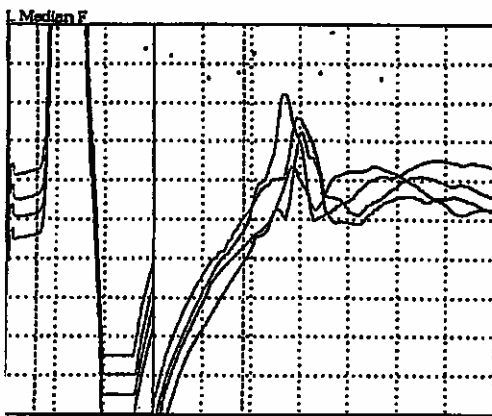
R Tibial F (m/s) – Lat1: 50.47

L Ulnar F (ms) – Lat1: 24.61

R Ulnar F (m/s) – Lat1: 25.00

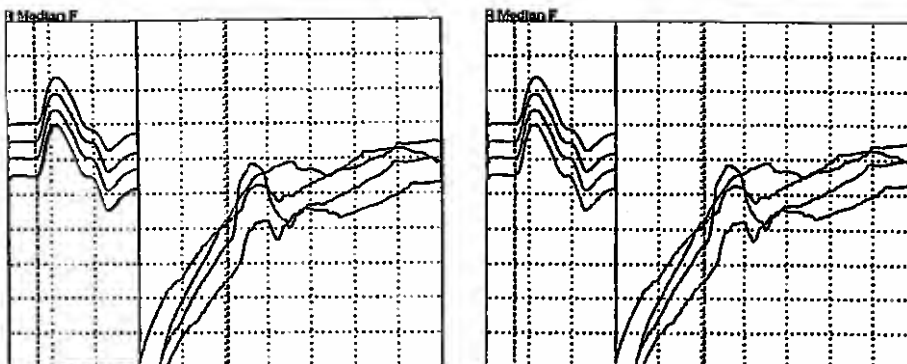
The wave forms submitted by the Defendant Sebastian Medical for the F/H Left Median on patient P. S. and the wave forms submitted by the Defendant Jamaica Dlicated Medical for the F/H Left Medical on patient J. T. represented the results as:

L Median



264. The wave forms submitted by the Defendant Sebastian Medical for the F/H Right Median on patient P. S. and the wave forms submitted by the Defendant Jamaica Dlicated Medical for the F/H Right Medical on patient J. T. represented the results as:

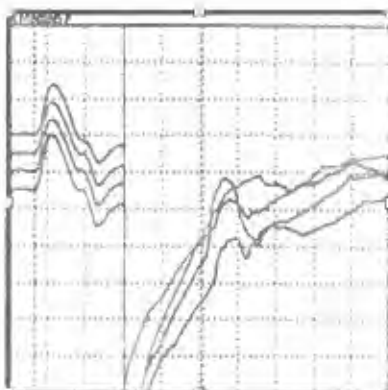
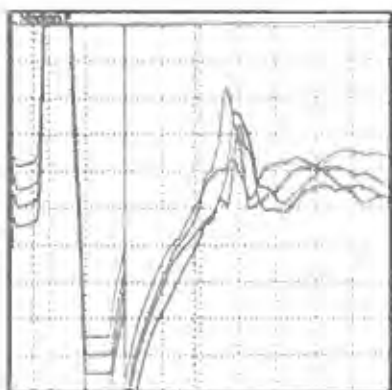
Right Median



265. The wave forms submitted by the Sebastian Medical for the F/H Left Median and Right Median on patients P. S. and the wave forms submitted by the Jamaica Dadedicated Medical for the F/H Left Median and Right Median on patient J. T. were identical and when one is superimposed over the other the result is the following:

L Median

R Median



266. Such a match is impossible. Yet, the Sebastian Medical and Jamaica Dadedicated Medical had numerous such matches.

267. The Defendant V.E. Medical submitted a bill and a report for F/H report test allegedly administered on P. J. on March 31, 2009. The Defendant V.E. Medical also submitted a bill and a report for F/H report test allegedly administered on O. H. on February 17, 2009. The values reported and the wave forms for the Left Tibial (AbdHal) motor nerves were identical.



The numerical values for patient P. J. were:

L H Reflex H (ms) – Lat1: 31.41  
R H Reflex H (ms) – Lat1: 31.88  
L Peroneal F (ms) – Lat1: 49.84  
R Peroneal F (ms) – Lat1: 46.56  
L Tibial F (ms) – Lat1: 48.75  
R Tibial F (m/s) – Lat1: 50.63

The numerical values for patient O. H. were:

L H Reflex H (ms) – Lat1: 31.41  
R H Reflex H (ms) – Lat1: 31.88  
L Peroneal F (ms) – Lat1: 49.84  
R Peroneal F (ms) – Lat1: 46.56  
L Tibial F (ms) – Lat1: 48.75  
R Tibial F (m/s) – Lat1: 50.63

268. The Defendant Bronx Mega Care Medical submitted a bill and a report for F/H report test allegedly administered on S. N. on July 15, 2009. The Defendant Flatlands Medical also submitted a bill and a report for F/H report test allegedly administered on M. M. on October 8, 2008. The Defendant Flatlands Medical also submitted a bill and a report for F/H report test allegedly administered on L. L. on June 17, 2009. The values reported and the wave forms for the Left and Right Ulnar (ADM) motor nerves and the Left and Right Median (APB) motor nerves were identical.

The numerical values for patient S. N. were:

L Median F (ms) – Lat1: 23.20  
R Median F (ms) – Lat1: 25.23  
L Ulnar F (ms) – Lat1: 25.47  
R Ulnar F (m/s) – Lat1: 25.63

The numerical values for patient M. M. were:

L Median F (ms) – Lat1: 23.20  
R Median F (ms) – Lat1: 25.23  
L Ulnar F (ms) – Lat1: 25.47  
R Ulnar F (m/s) – Lat1: 25.63

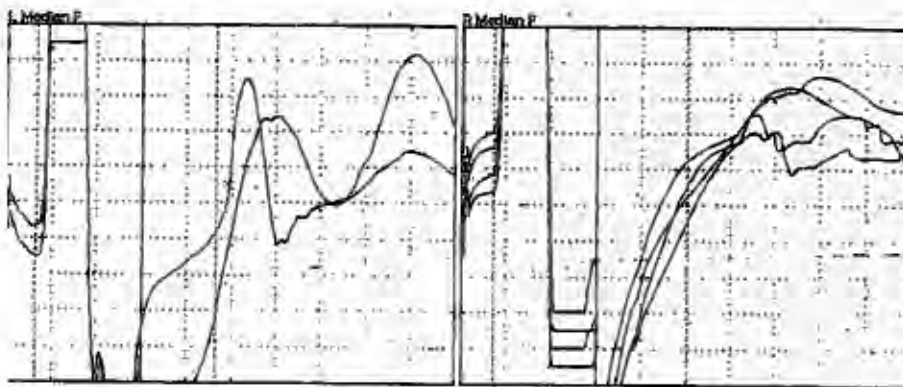
The numerical values for patient L. L. were:

L Median F (ms) – Lat1: 23.20  
R Median F (ms) – Lat1: 25.23

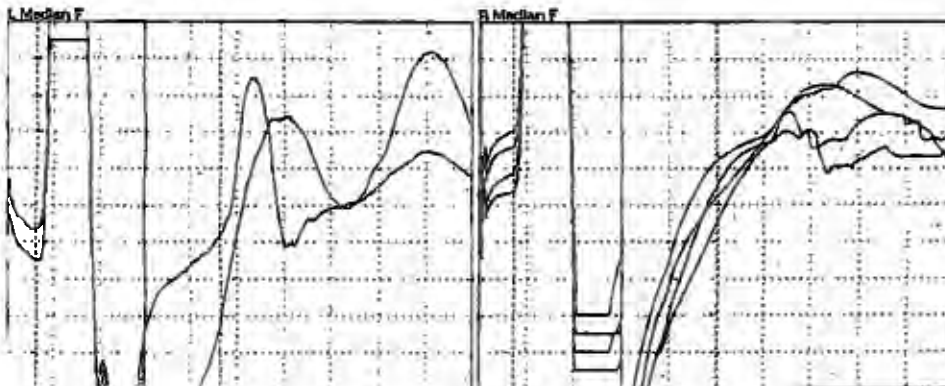
L Ulnar F (ms) – Lat1: 25.47  
R Ulnar F (m/s) – Lat1: 25.63

269. The wave forms submitted by the Defendant Bronx Mega Care Medical for the F/H Left and Right Median on patient S.N., the wave forms submitted by the Defendant Flatlands Medical for the F/H Left and Right Median on patient M.M. and the wave forms submitted by the Defendant Flatlands Medical for the F/H Left and Right Median on patient L.L. represented the results as:

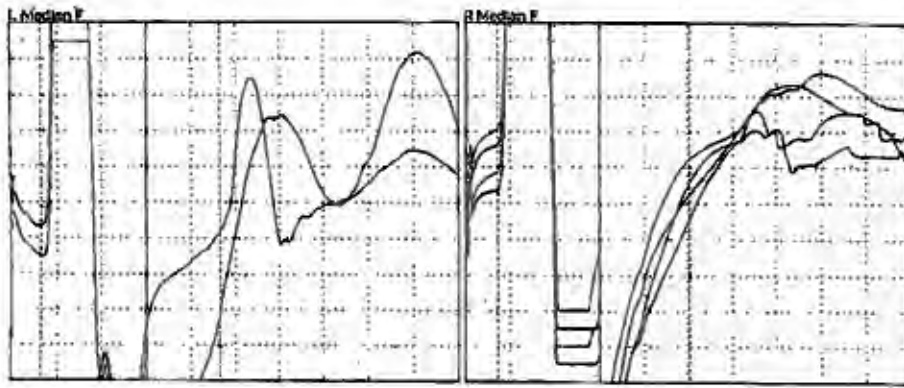
S.N.



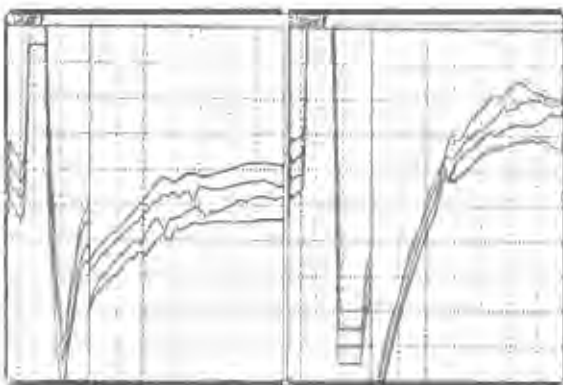
M. M.



L. L.



270. The wave forms submitted by the Defendant Bronx Mega Care Medical for the F/H Left and Right Median on patient S.N., the wave forms submitted by the Defendant Flatlands Medical for the F/H Left and Right Median on patient M.M. and the wave forms submitted by the Defendant Flatlands Medical for the F/H Left and Right Median on patient L.L. were identical and when one is superimposed over the other the result is the following:



Such a match is impossible. Yet, the Defendant Bronx Mega Care Medical and Flatlands Medical had numerous such matches.

271. The Defendant Jamaica Dedicated Medical submitted a bill and a report for F/H report test allegedly administered on S. B. on August 26, 2008. The Defendant Jamaica Dedicated Medical also submitted a bill and a report for F/H report test allegedly administered on M.C. August 5, 2008. The values reported and the wave forms for the Left and Right Tibial (AHB)

motor nerves, Left and Right Tibial (Calf) motor nerves and the Left and Right Peroneal (EDB) motor nerves were identical.

The numerical values for patient E. M. were:

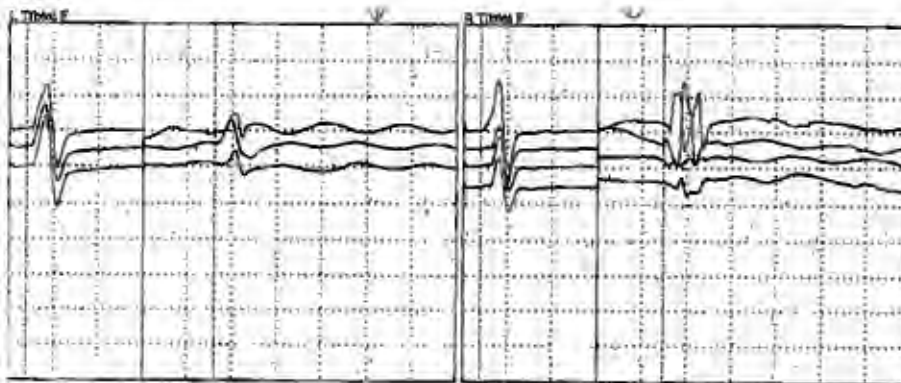
L Tibial H (ms) – Lat 1: 30.63  
 R Tibial H (ms) – Lat 1: 28.44  
 L Peroneal F (ms) – Lat1: 49.53  
 R Peroneal F (ms) – Lat1: 50.16  
 L Tibial F (ms) – Lat 1: 46.09  
 R Tibial F (ms) – Lat 1: 44.69

The numerical values for patient T. O. were:

L Tibial H (ms) – Lat 1: 30.63  
 R Tibial H (ms) – Lat 1: 28.44  
 L Peroneal F (ms) – Lat1: 49.53  
 R Peroneal F (ms) – Lat1: 50.16  
 L Tibial F (ms) – Lat 1: 46.09  
 R Tibial F (ms) – Lat 1: 44.69

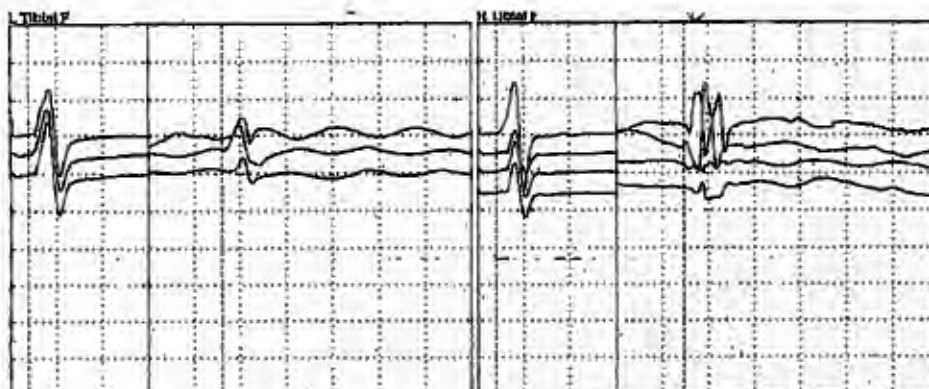
272. The wave forms submitted by the Defendant Jamaica Dedicated Medical for the F/H Left and Right Tibial on patient S.B. and the wave forms submitted by the Defendant Jamaica Dedicated Medical for the F/H Left and Right Tibial on patient M.C, represented the results as:

S.B.

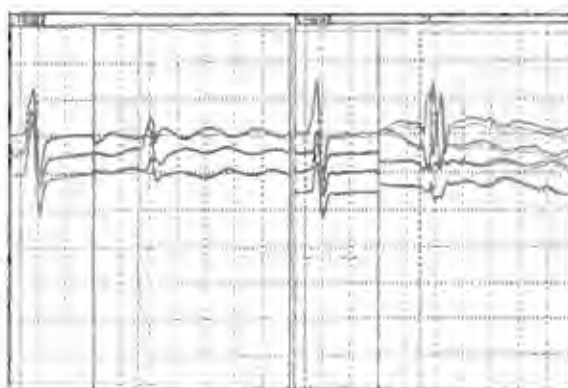


M.C.





273. The wave forms submitted by the Defendant Jamaica Dedicated Medical for the F/H Left and Right Tibial on patient S.B. and the wave forms submitted by the Defendant Jamaica Dedicated Medical for the F/H Left and Right Tibial on patient M.C. were identical and when one is superimposed over the other the result is the following:



Such a match is impossible. Yet, the Defendant Jamaica Dedicated Medical and Jamaica Dedicated Medical had numerous such matches.

274. The Defendant Sebastian Medical submitted a bill and a report for F/H report test allegedly administered on P. S. on December 12, 2007. The Defendant AKO Medical also submitted a bill and a report for F/H report test allegedly administered on T. M. on May 14, 2009. The values reported and the wave forms for the Left and Right Ulnar (ADM) motor nerves and the Left and Right Median (APB) motor nerves were identical.

The numerical values for patient P. S. were:  
L Median F (ms) – Lat1: 24.22

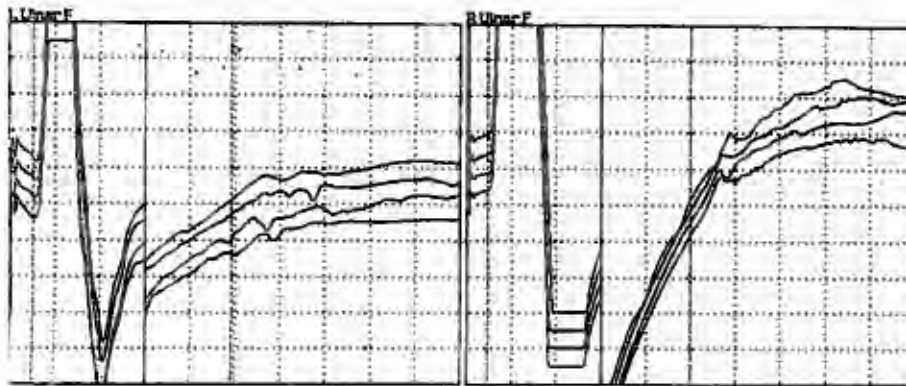
R Median F (ms) – Lat1: 25.31  
L Ulnar F (ms) – Lat1: 24.61  
R Ulnar F (m/s) – Lat1: 25.00

The numerical values for patient T. M. were:

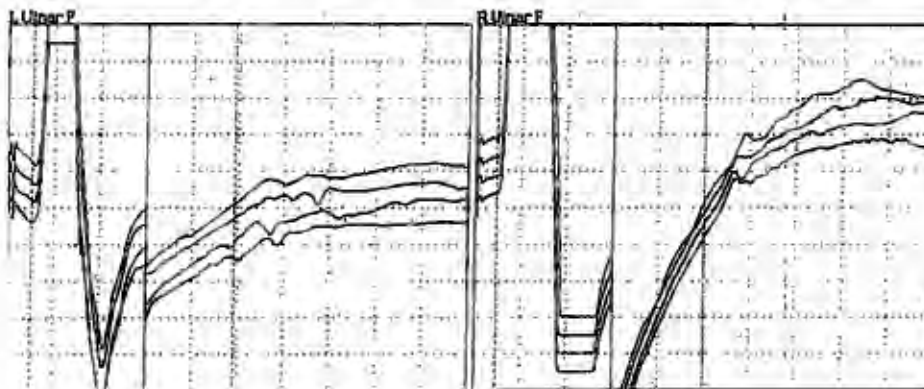
L Median F (ms) – Lat1: 24.22  
R Median F (ms) – Lat1: 25.31  
L Ulnar F (ms) – Lat1: 24.61  
R Ulnar F (m/s) – Lat1: 25.00

275. The wave forms submitted by the Defendant Sebastian Medical for the F/H Left and Right Ulnar on patient P. S. and the wave forms submitted by the Defendant AKO Medical for the F/H Left and Right Ulnar on patient T. M. represented the results as:

P.S.

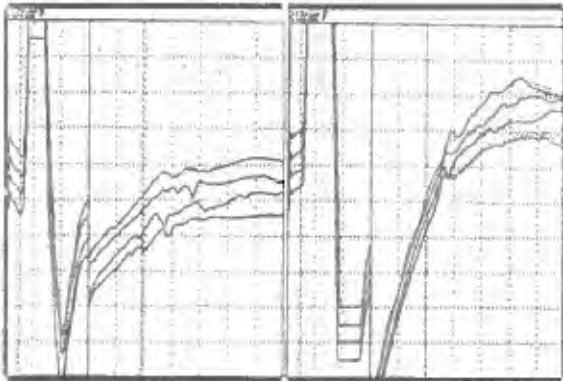


T. M.



276. The wave forms submitted by the Defendant Sebastian Medical for the F/H Left and Right Ulnar on patient P. S. and the wave forms submitted by the Defendant AKO Medical

for the F/H Left and Right Ulnar on patient T. M. were identical and when one is superimposed over the other the result is the following:



Such a match is impossible. Yet, the Defendant Sebastian Medical and AKO Medical had numerous such matches.

277. The Defendant FMF Medical submitted a bill and a report for F/H report test allegedly administered on K. E. on September 1, 2009. The Defendant Flatlands Medical also submitted a bill and a report for F/H report test allegedly administered on H. K. on July 1, 2009. The values reported and the wave forms for the Left and Right Peroneal (EDB) motor nerves, the Left and Right Reflexes (Gast-Soleus) motor nerves and the Left and Right Tibial (Abd.Hal) motor nerves were identical.

The numerical values for patient K. E. were:

L H Reflex H (ms) – Lat1: 31.88  
 R H Reflex H (ms) – Lat1: 31.56  
 L Peroneal F (ms) – Lat1: 49.69  
 R Peroneal F (ms) – Lat1: 48.13  
 L Tibial F (ms) – Lat1: 49.84  
 R Tibial F (m/s) – Lat1: 49.69

The numerical values for patient H. K. were:

L H Reflex H (ms) – Lat1: 31.88  
 R H Reflex H (ms) – Lat1: 31.56  
 L Peroneal F (ms) – Lat1: 49.69  
 R Peroneal F (ms) – Lat1: 48.13  
 L Tibial F (ms) – Lat1: 49.84

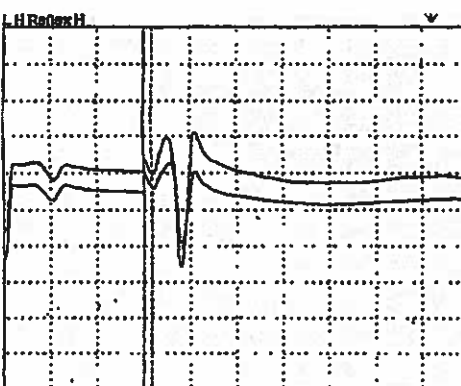
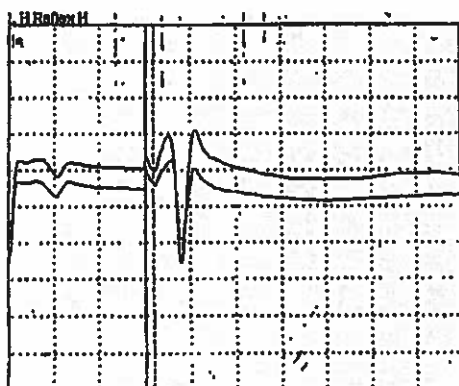


R Tibial F (m/s) – Lat1: 49.69

278. The wave forms submitted by the Defendant FMF Medical for the F/H Left H Reflex on patient K. E. and the wave forms submitted by the Defendant Flatlands Medical for the F/H Left H Reflex on patient H. K. represented the results as:

K. E.

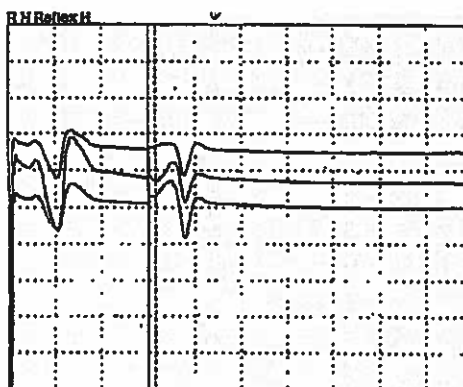
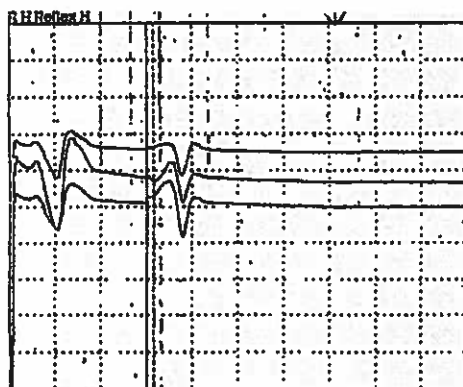
H. K.



279. The wave forms submitted by the Defendant FMF Medical for the F/H Right H Reflex on patient K. E. and the wave forms submitted by the Defendant Flatlands Medical for the F/H Right H Reflex on patient H. K. represented the results as:

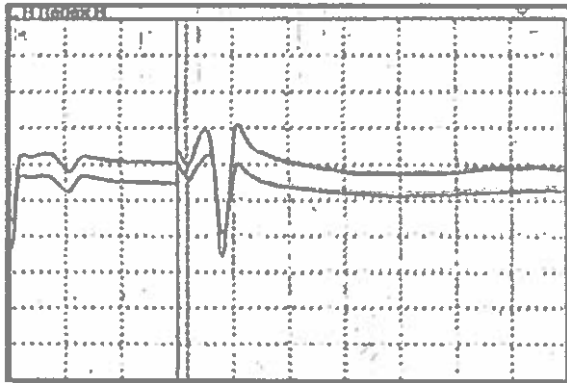
K. E.

H. K.



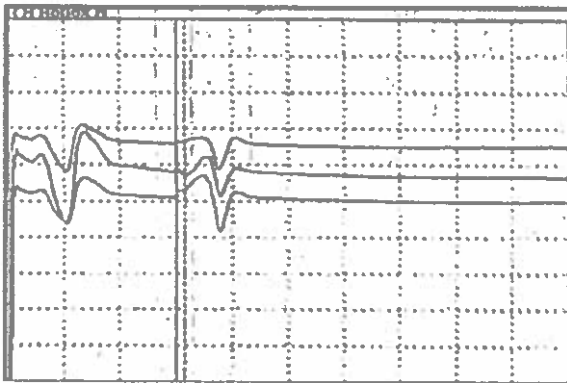
280. The wave forms submitted by the Defendant FMF Medical for the F/H Left H Reflex on patient K. E. and the wave forms submitted by the Defendant Flatlands Medical for the

F/H Left H Reflex on patient H. K. were identical and when one is superimposed over the other the result is the following:



Such a match is impossible. Yet, the Defendant FMF Medical and the Defendant Flatlands Medical had numerous such matches.

281. The wave forms submitted by the Defendant FMF Medical for the F/H Right H Reflex on patient K. E. and the wave forms submitted by the Defendant Flatlands Medical for the F/H Right H Reflex on patient H. K. were identical and when one is superimposed over the other the result is the following:



Such a match is impossible. Yet, the Defendant FMF Medical and the Defendant Flatlands Medical had numerous such matches.

282. The Defendant Saturn Medical submitted a bill and a report for F/H report test allegedly administered on E. M. on December 26, 2008. The Defendant Flatlands Medical also

submitted a bill and a report for F/H report test allegedly administered on T. O. on July 1, 2009.

The values reported and the wave forms for the Left and Right Tibial (AHB) motor nerves, Left and Right H Reflex (Gast-Soleus) motor nerves and the Left and Right Peroneal (EDB) motor nerves were identical.

The numerical values for patient E. M. were:

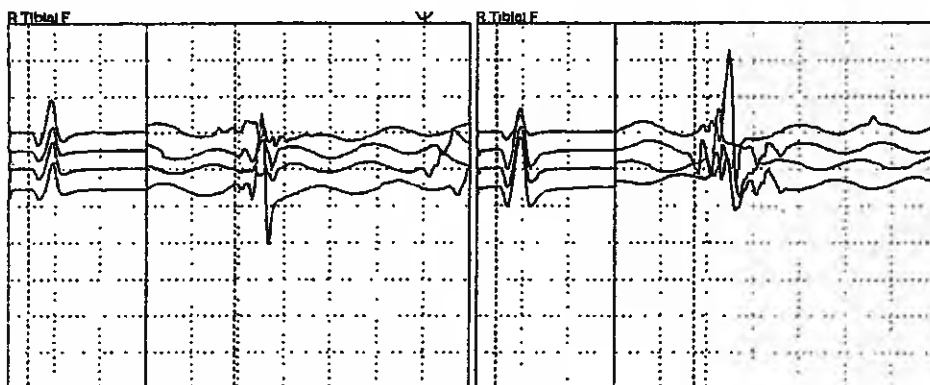
L H Reflex H (ms) – Lat1: 31.88  
R H Reflex H (ms) – Lat1: 31.72  
L Peroneal F (ms) – Lat1: 51.56  
R Peroneal F (ms) – Lat1: 50.63  
R Tibial F (ms) – Lat 1: 49.22  
R Tibial F (ms) – Lat 1: 47.34

The numerical values for patient T. O. were:

L H Reflex H (ms) – Lat1: 31.88  
R H Reflex H (ms) – Lat1: 31.72  
L Peroneal F (ms) – Lat1: 51.56  
R Peroneal F (ms) – Lat1: 50.63  
R Tibial F (ms) – Lat 1: 49.22  
R Tibial F (ms) – Lat 1: 47.34

283. The wave forms submitted by the Defendant Saturn Medical for the F/H Left and Right Tibial on patient E. M. and the wave forms submitted by the Defendant Flatlands Medical for the F/H Left and Right Tibial on patient T. O. represented the results as:

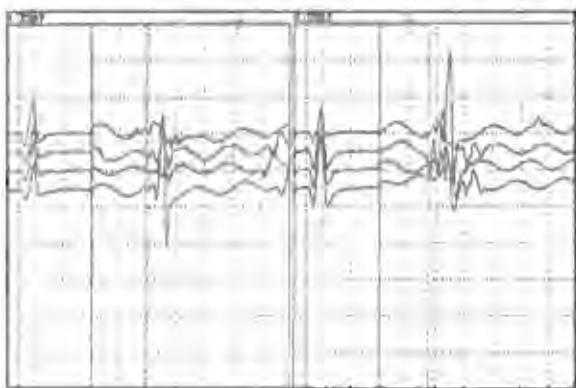
E.M.



T. O.



284. The wave forms submitted by the Defendant Saturn Medical for the F/H Left and Right Tibial on patient E.M. and the wave forms submitted by the Defendant Flatlands Medical for the F/H Left and Right Tibial on patient T. O. were identical and when one is superimposed over the other the result is the following:



Such a match is impossible. Yet, the Defendant Saturn Medical and Flatlands Medical had numerous such matches.

285. The Defendant Flatlands Medical submitted a bill and a report for F/H report test allegedly administered on E. E. on October 10, 2008. The Defendant Kath Medical also submitted a bill and a report for F/H report test allegedly administered on M. G. on January 20, 2009. The values reported and the wave forms for the Left and Right Ulnar (ADM) F/H reports and the Left and Right Median (APB) F/H reports were identical.

The numerical values for patient E. E. were:  
L Median F (ms) – Lat1: 24.22

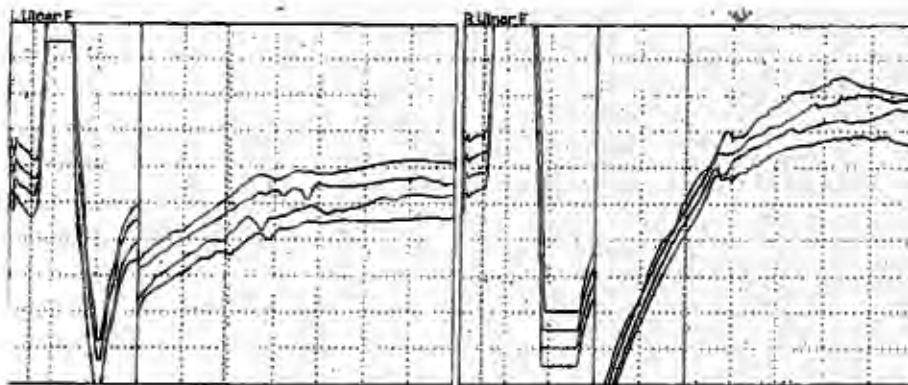
R Median F (ms) – Lat1: 25.31  
L Ulnar F (ms) – Lat1: 24.61  
R Ulnar F (m/s) – Lat1: 25.00

The numerical values for patient M. G. were:

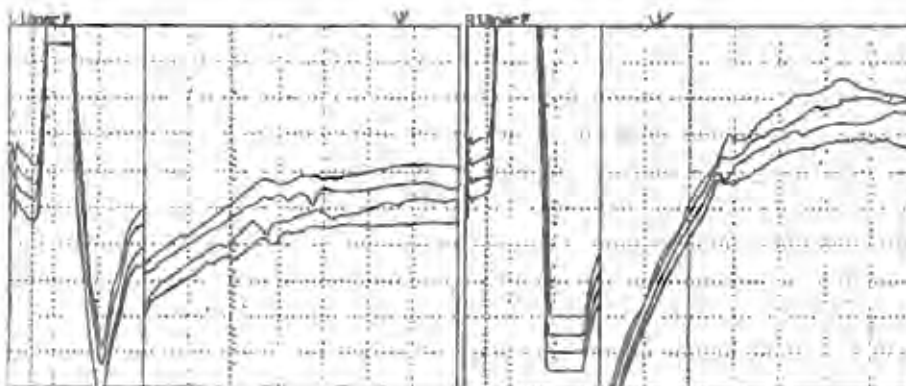
L Median F (ms) – Lat1: 24.22  
R Median F (ms) – Lat1: 25.31  
L Ulnar F (ms) – Lat1: 24.61  
R Ulnar F (m/s) – Lat1: 25.00

286. The wave forms submitted by the Defendant Flatlands Medical for the F/H Left and Right Ulnar on patient E. E. and the wave forms submitted by the Defendant Kath Medical for the F/H Left and Right Ulnar on patient M. G. represented the results as:

E.E.



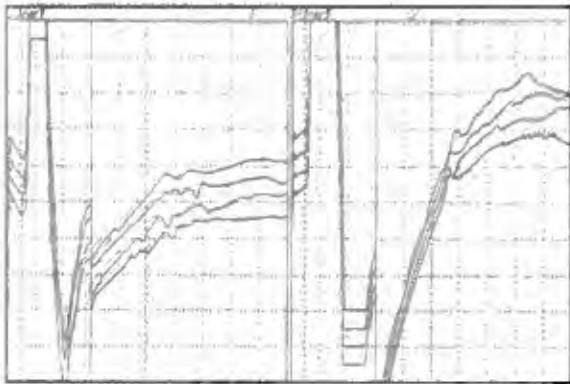
M.G.



287. The wave forms submitted by the Defendant Flatlands Medical for the F/H Left and Right Ulnar on patient E. E. and the wave forms submitted by the Defendant Kath



Medical for the F/H Left and Right Ulnar on patient M. G. were identical and when one is superimposed over the other the result is the following:



Such a match is impossible. Yet, the Defendant Flatlands Medical and Kath Medical had numerous such matches.

288. The Defendant Michael Alleyne, M.D. submitted a bill and a report for F/H report test allegedly administered on C. J. on May 20, 2009. The Defendant Polis Medical also submitted a bill and a report for F/H report test allegedly administered on J. H. on February 4, 2009. The values reported and the wave forms for the Left and Right Median (APB) motor nerves, the Left and Right Reflexes (Gast-Soleus) motor nerves and the Left and Right Ulnar (ADM) motor nerves were identical.

The numerical values for patient C. J. were:

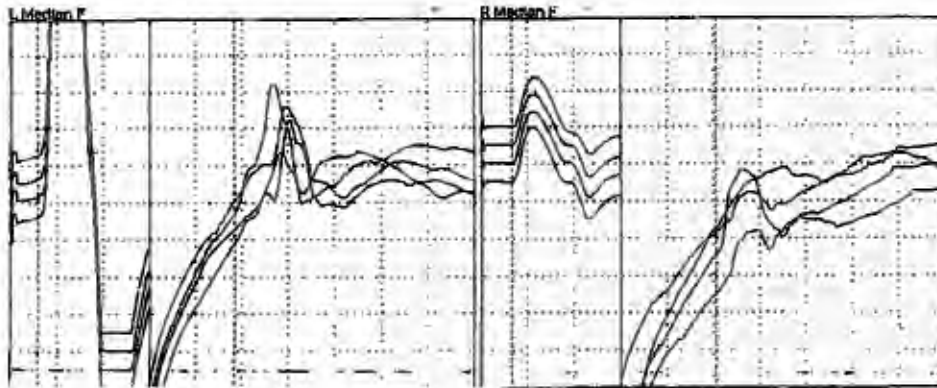
L H Reflex H (ms) – Lat1: 31.88  
R H Reflex H (ms) – Lat1: 31.56  
L Median F (ms) – Lat1: 24.22  
R Median F (ms) – Lat1: 25.31  
L Ulnar F (ms) – Lat1: 24.61  
R Ulnar F (m/s) – Lat1: 25.00

The numerical values for patient J. H. were:

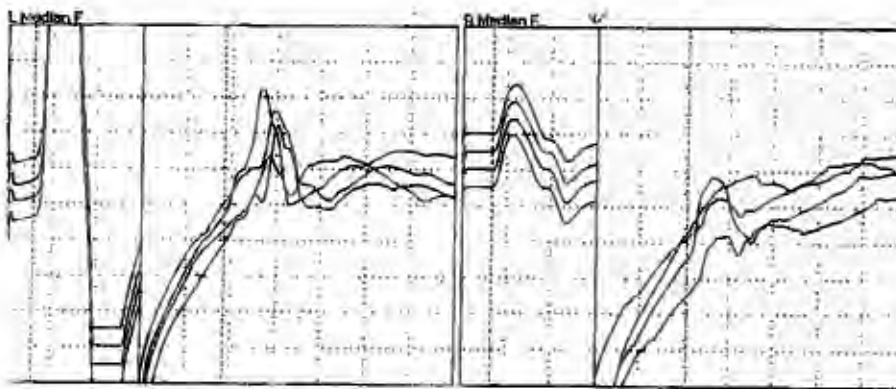
L H Reflex H (ms) – Lat1: 31.88  
R H Reflex H (ms) – Lat1: 31.56  
L Median F (ms) – Lat1: 24.22  
R Median F (ms) – Lat1: 25.31  
L Ulnar F (ms) – Lat1: 24.61  
R Ulnar F (m/s) – Lat1: 25.00

289. The wave forms submitted by the Defendant Michael Alleyne, M.D. for the F/H Left and Right Median on patient C. J. and the wave forms submitted by the Defendant Polis Medical for the F/H Left and Right Median on patient J. H. represented the results as:

C. J.

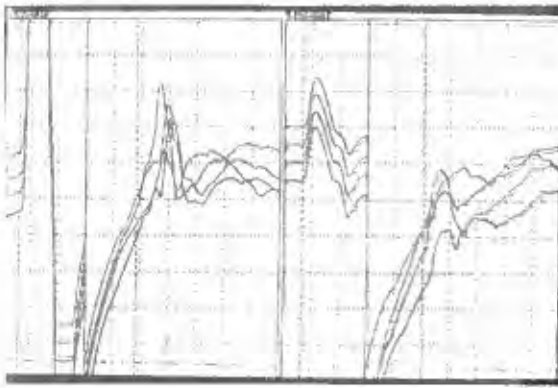


J. H.



290. The wave forms submitted by the Defendant Michael Alleyne, M.D. for the F/H Left and Right Median on patient C. J. and the wave forms submitted by the Defendant Polis Medical for the F/H Left and Right Median on patient J. H. were identical and when one is superimposed over the other the result is the following:





Such a match is impossible. Yet, the Defendant Michael Alleyne, M.D. and the Defendant Polis Medical had numerous such matches.

291. The Metar Care submitted a bill and a report for F/H report test allegedly administered on J. D. on February 23, 2010. The Defendant Metar Care also submitted a bill and a report for F/H report test allegedly administered on F. S. on February 23, 2010. The values reported and the wave forms for the Left and Right Peroneal-F F/H reports and the Left Median F/H reports were identical.

The numerical values for patient J. D. were:

Left Peroneal-F (ms) – Lat1: 30.11  
Right Peroneal-F (ms) – Lat1: 30.03  
Left Median-F (ms) – Lat1: 21.65

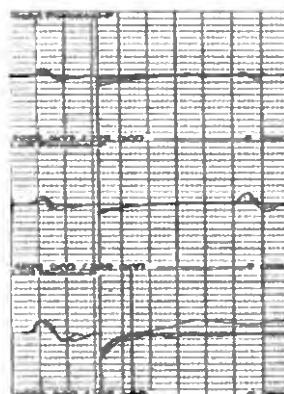
The numerical values for patient F. S. were:

Left Peroneal-F (ms) – Lat1: 30.11  
Right Peroneal-F (ms) – Lat1: 30.03  
Left Median-F (ms) – Lat1: 21.65

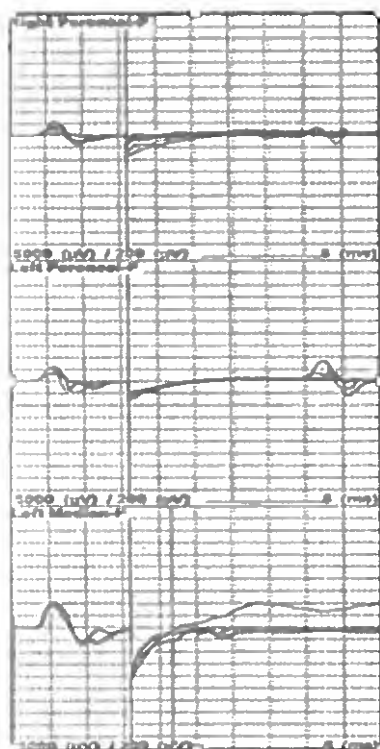
292. The wave forms submitted by the Defendant Metar Care for the F/H Left and Right Peroneal-F and Left Median-F on patient J.D. and the wave forms submitted by the Defendant Metar Care for the F/H Left and Right Peroneal-F and Left Median-F on patient F. S. represented the results as:

J.D.

F.S.



293. The wave forms submitted by the Defendant Metar Care for the F/H Left and Right Peroneal-F and Left Median-F on patient J. D. and the wave forms submitted by the Defendant Metar Care for the F/H Left and Right Peroneal-F on patient F.S. were identical and when one is superimposed over the other the result is the following:



Such a match is impossible. Yet, the Defendant Metar Care and Metar Care had numerous such matches.

294. The Defendant AKO Medical submitted a bill and a report for F/H report test allegedly administered on R.S. on January 15, 2009. The Defendant Michael Alleyene Medical also submitted a bill and a report for F/H report test allegedly administered on A.L. on May 14, 2008. The values reported and the wave forms for the Left and Right Ulnar (ADM) F/H reports, Left and Right Tibial (Calf) F/H reports, Left and Right Tibial (AHB), Left and Right Peroneal (EDB) F/H reports and the Left and Right Median (APB) F/H reports were identical.

The numerical values for patient R. S. were:

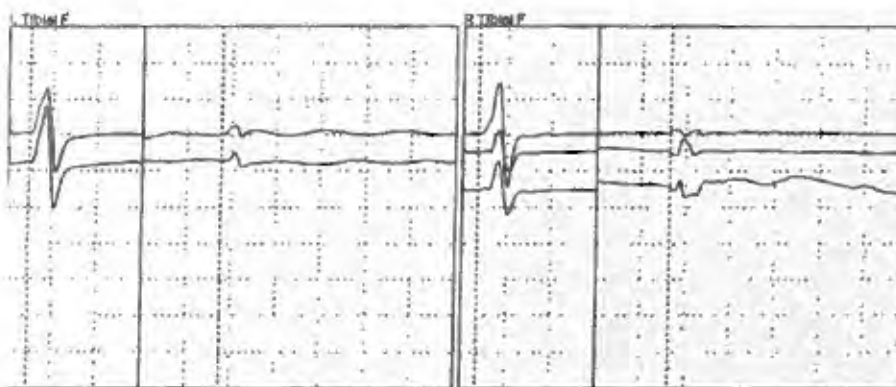
- L Median F (ms) – Lat1: 25.23
- R Median F (ms) – Lat1: 24.92
- L Ulnar F (ms) – Lat1: 25.63
- R Ulnar F (ms) – Lat1: 23.52
- L Peroneal F (ms)- Lat 1: 48.75
- R Peroneal F (ms) –Lat 1: 49.38
- L Tibial F(ms) – Lat 1: 47.66
- R Tibial F (ms) – Lat 1: 46.41
- L Tibial H (ms) – Lat 1: 30.94
- R Tibial H (ms) – Lat 1:28.44

The numerical values for patient A. L. were:

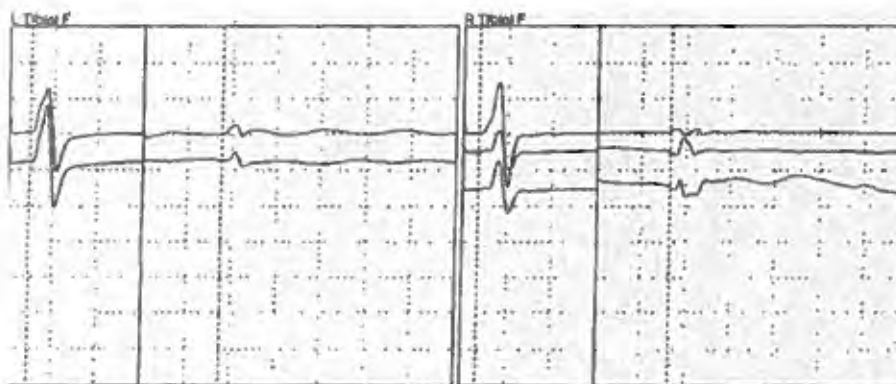
- L Median F (ms) – Lat1: 25.23
- R Median F (ms) – Lat1: 24.92
- L Ulnar F (ms) – Lat1: 25.63
- R Ulnar F (ms) – Lat1: 23.52
- L Peroneal F (ms)- Lat 1: 48.75
- R Peroneal F (ms) –Lat 1: 49.38
- L Tibial F (ms) – Lat 1: 47.66
- R Tibial F (ms) – Lat 1: 46.41
- L Tibial H (ms) – Lat 1: 30.94
- R Tibial H (ms) – Lat 1:28.44

295. The wave forms submitted by the Defendant AKO Medical for the F/H Left and Right Tibial on patient R. S. and the wave forms submitted by the Defendant Michael Alleyene Medical for the F/H Left and Right Tibial on patient A.L. represented the results as:

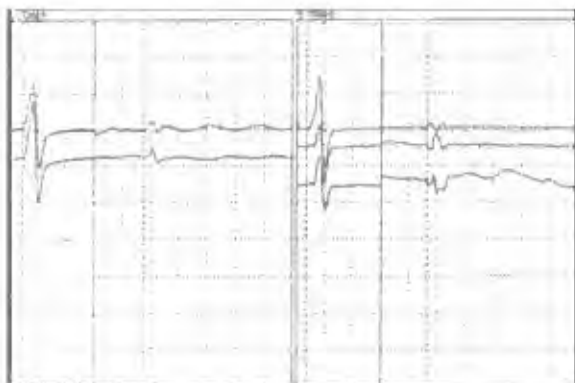
R.S.



A.L.



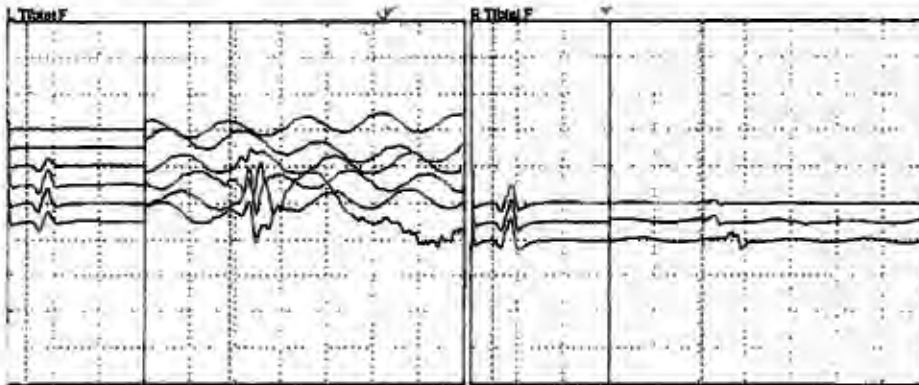
296. The wave forms submitted by the Defendant AKO Medical for the F/H Left and Right Tibial on patient R. S. and the wave forms submitted by the Defendant Michael Alleyene Medical for the F/H Left and Right Tibial on patient A.L. were identical and when one is superimposed over the other the result is the following:



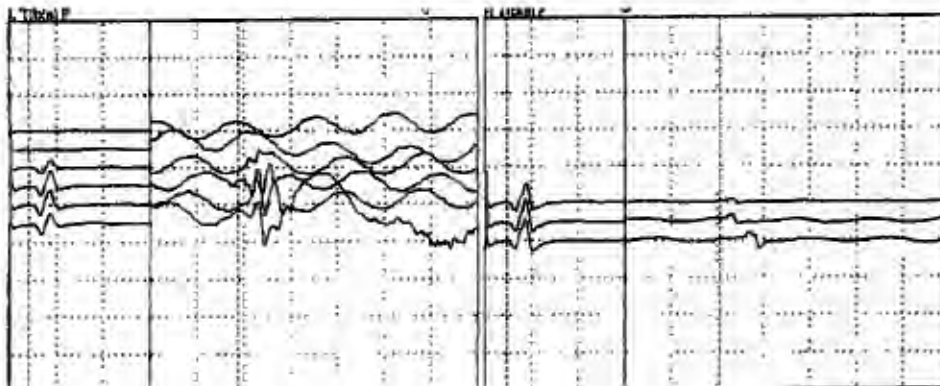
Such a match is impossible. Yet, the Defendant AKO Medical and Michael Alleyene Medical had numerous such matches.

297. The wave forms submitted by the Defendant V.E. Medical for the R/H Left and Right Tibial on patient P. J. and the wave forms submitted by the Defendant V.E. Medical for the R/H Left and Right Tibial on patient O. H. represented the results as:

P. J.

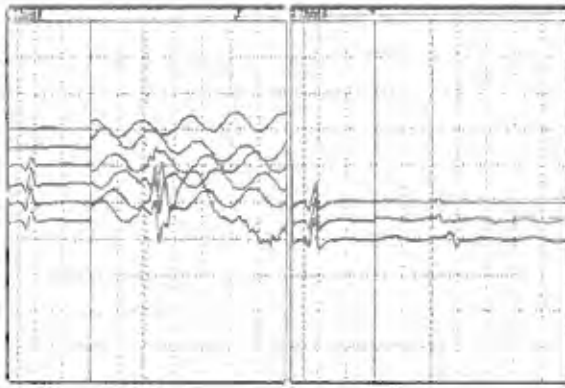


O. H.



298. The wave forms submitted by the Defendant V.E. Medical for the R/H Left and Right Tibial on patient P. J. and the wave forms submitted by the Defendant V.E. Medical for the R/H Left and Right Tibial on patient O. H. were identical and when one is superimposed over the other the result is the following:





Such a match is impossible. Yet, the V.E. Medical had numerous such matches.

299. The Defendant Dublin Medical submitted a bill and a report for F/H report test allegedly administered on A. R. on April 22, 2010. The Defendant Dublin Medical also submitted a bill and a report for F/H report test allegedly administered on D. D. on April 22, 2010. The values reported and the wave forms for the Left Peroneal-F nerves were identical.

The numerical values for patient A. R. were:

L Peroneal F (ms) – Lat1: 47.34  
L Peroneal F (ms) – Lat2: 4.53  
L Peroneal F (ms) – Lat2-Lat1: 42.81

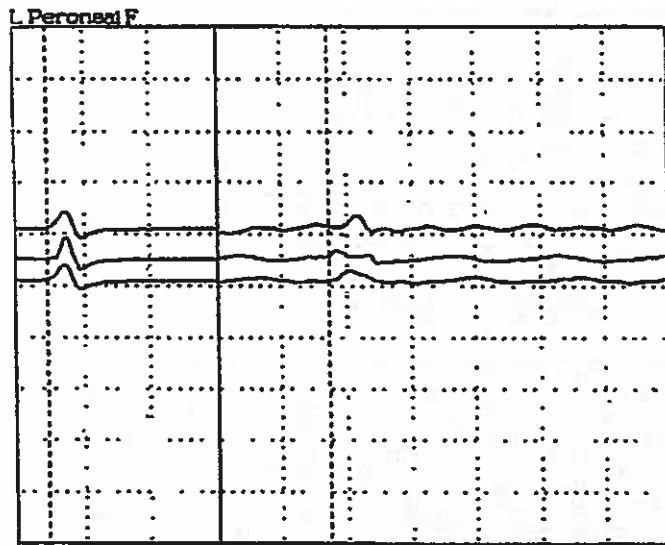
The numerical values for patient D. D. were:

L Peroneal F (ms) – Lat1: 47.34  
L Peroneal F (ms) – Lat2: 4.53  
L Peroneal F (ms) – Lat2-Lat1: 42.81

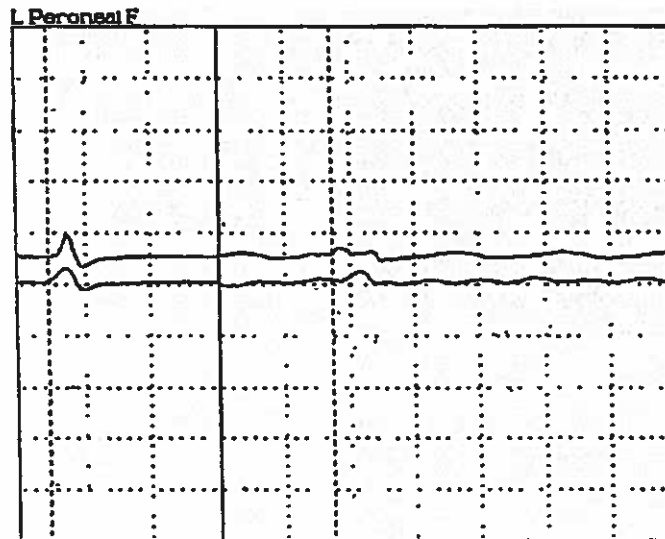
300. The wave forms submitted by the Defendant Dublin Medical for the F/H Left Peroneal F on patient A. R. on April 22, 2010 and the wave forms submitted by the Defendant Dublin Medical for the F/H Left Peroneal F on patient D.D. on April 22, 2010 represented the results as:

A. R.

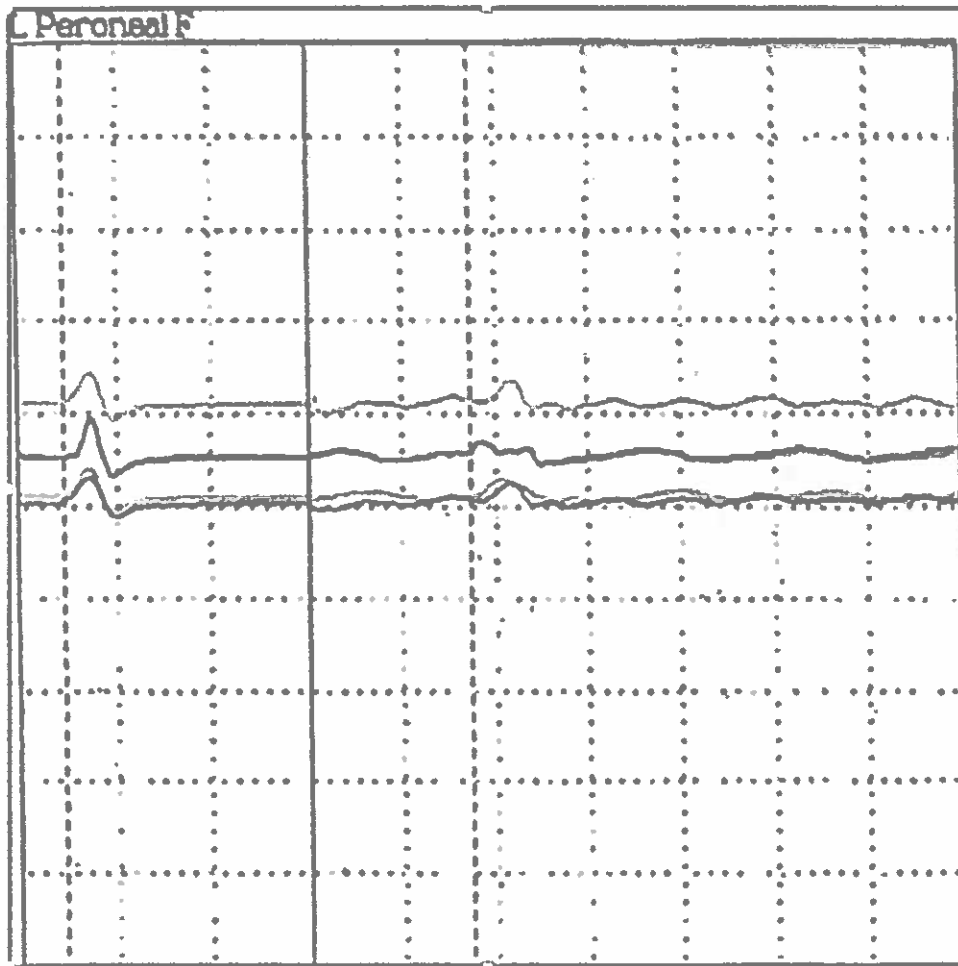




D. D.



301. The wave forms submitted by the Dublin Medical for the F/H Left Peroneal-F on patient A.R. and the wave forms submitted by the Defendant Dublin for the F/H Left Peroneal-F on patient D. D. were not identical and when one is superimposed over the other the result is the following:



The wave forms for the Left Peroneal F for both patients A.R. and D.D. do not match, which they should given that their numerical values are identical. While such a match is impossible, the fact that the Defendant Dublin Medical's use of different waveforms for identical numerical matches of patients A.R. is D.D. was still another variation on the fabrication of test results.

#### **The Independent Contractor Scheme**

302. Under the New York no-fault coverage a health provider may not bill for services provided by independent contractors. This has been established both by the case law and Insurance Department Regulations. In Craig Antell, D.O., P.C., v. New York Central Mutual Fire Insurance Company, 11 Misc.3d 137(a), 816 N.Y.S.2d 694 (Table) (App. Term 1<sup>st</sup> Dept., 2006) the Appellate Term, First Department held that: "Where such services are not performed by the billing

provider or its employees, but by a treating provider who is an independent contractor, the billing provider is not entitled to direct payment of assigned no-fault benefits under 11 NYCRR 65-3.11(a)". Similarly, in Health & Endurance Medical, P.C. v. Liberty Mut. Ins. Co., 19 Misc.3d 137(A), 866 N.Y.S.2d 92 (Table) (App. Term 2<sup>nd</sup> & 11th Jud.Dist., 2008), the Appellate Term explained that:

Where a billing provider seeks to recover no-fault benefits for services which were not rendered by it or its employees, but rather by a treating provider who is an independent contractor, it is not a "provider" of the medical services rendered within the meaning of Insurance Department Regulations (11 NYCRR) § 65-3.11(a) and is therefore not entitled to recover "direct payment" of assigned no-fault benefits from the defendant insurer

See also A.B. Medical Services PLLC v. Liberty Mut. Ins. Co., 9 Misc.3d 36, 801 N.Y.S.2d 690 (AppTerm 2<sup>nd</sup> & 11th Jud.Dist., 2005).

303. The New York State Insurance Department has issued a series of opinion letters that have reiterated the Department's position that professional corporations cannot submit bills in their own name for services provided by independent contractors.

304. In order to permit insurers to know whether services have been provided by employees or independent contractors, the Insurance Department has promulgated a prescribed claim form – the NF 3 form – that requires a health provider to disclose whether or not the services being billed for were provided by employees or independent contractors.

305. The Defendants regularly represented that the services had been provided by employees when they had been provided by independent contractors.

306. The Defendant Kim alone is associated with a majority of the Defendant PCs allegedly providing this electrodiagnostic testing. The Defendant Kim is continuously and falsely listed as an employee of all of these PCs.

**The Overall Billing Is Permeated With Fraud, Cross-Referrals, Unnecessary Referrals and Referrals to Affiliates**

307. The Defendants' entire pattern of billing was motivated not by the best interests of the patients but by greed and a scheme to maximize billing to the Plaintiffs and other insurers. The entire pattern of billing was fraudulent and GEICO is entitled to the return of all of the payments it has made. With the poor medicine, impossible results, fictitious testing and other abuses engaged in by the Plaintiffs, their treatment and testing was permeated with fraud and abuse and in some cases could have harmed the patients. The Defendants engaged in numerous unnecessary referrals in order to increase their billing and profit. These referrals were generally to other entities they controlled and/or in exchange for financial consideration and payments. The Defendants and their affiliates repeatedly engaged in cross-referrals, taking advantage of their patients in order to bill the Plaintiffs and other insurers. These relationships were concealed from the patients and the Plaintiffs. The entire pattern of improper billing was an assault upon the public of the State of New York, the no-fault premium and the patients. Time and again, the Defendants and their affiliates submitted numerous bills to the Plaintiffs for the same patient. The full extent of the damages from the unnecessary referrals to affiliates will become known in discovery.

308. Billing for muscle testing and range of motion testing was routinely used to inflate the billing with unnecessary services that were not provided by medical doctors. These tests were billed separately even though such testing should have been done in the office visits which were also billed. These tests were then placed into the name of medical doctors and billing was submitted in the names of medical doctors for tests they never administered.

309. The Defendants' pattern of billing included repeated billing for range of motion and muscle testing in a stereotyped way which is independent from their physical examinations. The tests were performed in an automated fashion, testing many regions and muscle groups in a generic way, having nothing to do with each patient's specific needs. Furthermore, it is

noteworthy that these two evaluations should be considered part of the physical examination, and included within the charge of the Evaluation and Management code (E & M code). There is no indication that these tests, as performed, could be used to benefit the people on whom they are performed. Considering the way in which these tests are performed, it appears impossible for them to influence management.

310. The Defendants administered electrodiagnostic testing as a matter of course on patient after patient in an attempt to maximize their billing without regard to need. The testing was administered inappropriately and could not have assisted the patients. F wave and H reflex testing was routinely added to the battery of electrodiagnostic testing even though it was unnecessary in order to inflate the billing.

**Violation of Policy Condition and  
Failure to Appear for an Examination Under Oath**

311. After a review of many of the claims that were received, GEICO had questions about them and sought to verify them. The Defendants MDJ and Metar apparently aware that their practices could be exposed, chose to willfully refuse to comply with GEICO's verification requests in attempts to conceal and cover up their fraud.

312. Each of the assignors submitted claims to GEICO claiming coverage for accidents under New York's no-fault insurance coverage. Each such claim was submitted under a GEICO insurance policy, which was allegedly in effect on the date of the accident alleged by the assignor.

313. Each GEICO Policy contained the mandatory no-fault endorsement prescribed by the New York State Insurance Department. The Mandatory No-Fault Endorsement and Policy state in part:

**MANDATORY PERSONAL INJURY PROTECTION**

ENDORSEMENT NEW YORK

SECTION I-MANDATORY PERSONAL INJURY PROTECTION

The Company will pay first party benefits to reimburse for basic economic loss sustained by an eligible injured person on account of personal injuries caused by an accident arising out of the use or operation of a motor vehicle or a motorcycle during the policy and within the United /states of America, its territories of possessions, or Canada,

**CONDITIONS**

Action Against Company. No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with the terms of this coverage.

**PROOF OF CLAIM; MEDICAL, WORK LOSS, AND OTHER NECESSARY EXPENSES**

In the case of a claim for health service expenses, the eligible injured person or that person's assignee or representative shall submit written proof of claim to the Company, including full particulars of the nature and extent of the injuries and treatment received and contemplated, as soon as reasonably practicable, but no event later than 45 days after the date services are rendered. The eligible injured person or that person's representative shall submit written proof of claim for work loss benefits and for other necessary expenses to the Company as soon as reasonably practicable, but in no event, later than 90 days after the work loss is incurred or the other necessary services are rendered. The foregoing time limitations for the submission of proof of claim shall apply unless the eligible injured person or that person's representative submits written proof providing clear and reasonable justification for the failure to comply with such time limitation. Upon request by the Company, the eligible injured person or that person's assignee or representative shall:

- (a) Execute a written proof of claim under oath
- (b) As may reasonably be required to submit examinations under oath by any person named by the Company and subscribe the same.
- (c) Provide authorization that will enable the Company to obtain medical records; and
- (d) Provide any other pertinent information that may assist the Company in determining the amount due and payable.

The eligible injured person shall submit to medical examination by physicians selected by, or acceptable to, the Company, when, and as often as, the Company may reasonably require.



314. The Defendants MDJ and Metar submitted claims to GEICO and alleged that they had received assignments from the assignors in this action. These Defendants claimed that they had provided services that were compensable under GEICO's policies to each of the assignors.

315. The Defendants MDJ and Metar forwarded Verification of Treatment forms and/or bills to GEICO for services administered to claimant/assignors.

316. Pursuant to the no-fault endorsement GEICO requested the Defendants MDJ and Metar to appear for an examination under oath. GEICO made every effort to provide these Defendants with the opportunity to appear at an examination under oath. GEICO notified the Defendants and scheduled dates for their examinations under oath on numerous occasions.

317. Prior to each of the scheduled dates for the examination under oath, GEICO sent advance written notice to the Defendants MDJ and Metar requesting that they appear. These Defendants failed to appear and failed to seek an adjournment or give any reason for not complying with the demand for an examination under oath. Ultimately these Defendants never appeared at any of the scheduled dates.

318. An examination under oath is important to GEICO'S ability to evaluate the validity of the claims and ascertain whether the claims were properly made. Among the reasons for the examination under oath is that the Defendants were not billing the proper codes under Insurance Law § 5108. Furtherance, services were billed that were never performed. Numerous claims were made in the names of medical doctors who appeared to have no involvement in the services that were billed in their name.

319. Despite multiple requests by GEICO and numerous attempts at re-scheduling the examination under oath, the Defendants MDJ and Metar refuse to appear and to testify as to the claims for which they seek payment for assigned first-party no-fault benefits.

320. The GEICO insurance policy, referenced above, provides that no action shall lie against GEICO to recover under the mandatory personal injury protection coverage, unless, as a condition precedent thereto, there shall have been full compliance with the terms of coverage, including that the eligible injured person or that person's assignee or representative, upon request by GEICO, shall submit to an examination under oath and provide any other pertinent information that may assist Geico in determining the amount due and payable.

**FIRST CLAIM FOR RELIEF**  
**(Against All Defendants)**  
**(Common Law Fraud)**

321. GEICO repeats and realleges the allegations set forth in paragraphs 1 through 320 of this Complaint with the same force and effect as if set forth fully herein.

322. As part of the fraudulent scheme implemented by the Defendants, the PC Defendants with the assistance and knowledge of the other Defendants, made material misrepresentations and/or omitted material statements in submitting no fault claims to GEICO for payment.

323. GEICO has no obligation to pay for health care services allegedly rendered by health care providers acting in the employ of a professional corporation, where, as here, the purported ownership of a professional corporation by plenary licensed physicians is a sham, and/or the submitted claims are fraudulent in nature and/or the services have not been provided by employees of the professional corporations.

324. The Defendant PCs intentionally, knowingly, fraudulently, and with an intent to deceive GEICO and the public, and with the assistance and knowledge of the other Defendants, omitted material facts and made various misleading statements (i) intending to hold out the Defendant PCs as legal and lawfully operating professional service corporations when in fact they

were not; (ii) intending to fraudulently induce claim payments, thereby inducing GEICO to make payments that the Defendant PCs because of their illegal corporate structure and operation or because of the existence of an illegal referral arrangement and/or because the services were not provided as billed and/or because the findings and reports of the Defendants were fictitious; (iii) intending to fraudulently induce claim payments, thereby inducing GEICO to make payments by representing that the services had been provided by licensed doctors; (iv) misrepresenting the nature of the testing that had been administered; (v) misrepresenting that the referrals were necessary; (vi) misrepresenting that the services were provided by employees; and (vii) setting forth fictitious diagnoses and representations of services provided.

325. The Defendant PCs with the assistance and knowledge of the other Defendants, intentionally, knowingly, fraudulently, and with an intent to deceive GEICO, their own patients and the general public, concealed the fact that lay persons or chiropractors, not the shareholder-doctors, were the true owners of the Defendant medical PCs and/or hid improper referral relationships and did not provide the services that were billed by making false representations of material facts, including, but not limited to, the following fraudulent misrepresentations: (i) each and every bill and report set forth the name of each Defendant PC as a professional corporation owned by licensed doctors and complying with licensing requirements, when in fact it was not, and thus intended to deceive and mislead GEICO into believing that the Defendant PCs were legal professional corporations when in fact they were not; (ii) false and misleading statements and information regarding who owned, controlled and operated the Defendant PCs; (iii) false and misleading statements and information intended to mislead GEICO into believing that the Defendant PCs were being controlled, owned and operated by the doctor-shareholders indicated in their respective certificates of incorporation; (iv) false and misleading

statements and information intended to circumvent the professional service corporation laws of New York State that prohibit ownership by individuals not licensed to practice the profession for which a professional corporation was incorporated; (v) false and misleading statements and information, as contained in the signed reports and claim submissions that were intended to deceive and conceal the fact that the Defendant PCs were illegally engaged in the corporate practice of medicine and fee-splitting in contravention of New York State law, and that the Defendant medical PCs were practicing the profession of medicine fraudulently by billing for physician services though they were not physicians or physicians authorized to provide the treatment at issue; (vi) false and misleading statements that services had been provided and were provided by employees when the services were fictitious and were not provided as billed; (vii) false and misleading statements contained in each separate bill, medical record and report submitted to GEICO regarding the necessity of the services, the nature of the services provided and/or the relationship between the Defendant PCs, the shareholder-doctors, and entities to which referrals were made; and (viii) false and misleading statements as to the details of the results of the testing administered to patients which concealed the fact that testing had not been administered as billed and including fictitious and manufactured patient test results. Examples of the fraudulent representations and omissions are detailed in the predicate act listing annexed hereto as Exhibit 1.

326. The Individual Defendants acting in concert with the PC Defendants, participated in, conspired together, aided and abetted, and furthered the fraudulent schemes through a common course of conduct and purpose.

327. The Defendants knew the foregoing material misrepresentations to be false when made and made or facilitated these false representations with the intention and purpose of inducing GEICO to rely thereon.

328. GEICO did in fact reasonably and justifiably rely on the foregoing material misrepresentations and upon a state of facts that GEICO was led to believe existed as a result of the Defendants' acts of fraud and deception, and which led to GEICO making substantial payments to the Defendant PCs.

329. Had GEICO known of the fraudulent corporate control, ownership and formation and fraudulent content of the reports, the referrals by financially related entities, and the fact that the services had not been provided as billed, it would not have paid the Defendant PCs' claims for no-fault insurance benefits submitted in connection therewith.

330. In reliance upon these false representations and/or omissions, GEICO has made substantial payments to the Defendant PCs in the approximate amounts detailed in Exhibit 2 herein.

331. GEICO was thus injured as a proximate result and is entitled to recover the payments they made to the Defendant PCs. As a result of the fraud of the Defendants, GEICO should recover all of its payments. This Court should also declare that the Defendant PCs have been formed, controlled, owned and operated contrary to law and that GEICO has no obligation to make any payments to such Defendants on pending no-fault claims. GEICO also request punitive damages in the amount of \$5,000,000 plus interest.

332. The Defendants concealed the fraudulent nature of their claims through their misrepresentations and material omissions. In addition to concealing the fraudulent nature of each individual claim, the Defendants also concealed the existence of the overall scheme to defraud. The Defendants' fraudulent concealment of their scheme to defraud prevented GEICO from discovering or asserting, until now, the foregoing claim, or the injury resulting therefrom to GEICO.

**SECOND CLAIM FOR RELIEF**  
**(Against All Defendants)**  
**(New York General Business Law § 349)**

333. GEICO repeats and realleges the allegations set forth in paragraphs 1 through 332 of this Complaint with the same force and effect as if set forth fully herein.

334. The actions of Defendants constitute violations of New York General Business Law § 349.

335. Each separate bill, record and report submitted to GEICO constituted a separate violation of General Business Law § 349.

336. Upon information and belief, these deceptive acts were committed knowingly and maliciously with intent to deceive GEICO and the public. The Defendants engaged in a serious fraud that not only involved fraudulent billing to GEICO but was a fraud upon the general public and upon their own patients as well. Many of the practices set forth herein were against the interests of the patients and could even have harmed the patients. The Defendants submitted abusive billing that if paid reduced the coverage of the patients for lost wages and other benefits and in some cases could have exhausted their coverage entirely. The Defendants engaged in a massive scheme to defraud and along with other fraudulent providers in the State have contributed to the fraud that imperils the value of the no-fault coverage and provides a destabilizing influence on an affordable premium for the public. The Defendants engaged in a fraudulent scheme of unimaginable proportions. The Defendants engaged in an incredible brazen fraud that is tantamount to an assault against the well being of the patients, the premium paying public, the insurers including the Plaintiffs, the public of the State of New York and the profession of medicine itself. The Defendants manufactured one false report with fictitious test results after another and did so with patient after patient after patient.



337. The Defendants submitted fraudulent reports that if relied upon could have led to harm to their patients.

338. The Defendants knew that their representations and/or omissions or the representations/omissions they were facilitating, were deceptive and that they would be relied upon by GEICO. Such representations included that the Defendant PCs were properly formed, owned, managed and operated in compliance with the law; that the services were provided as billed; that the services were actually administered and that the test results were authentic; that the services were provided by medical doctors and employees of each Defendant PC; that a physician was the actual owner of each Defendant medical PC, and concerned the nature and necessity of the services provided.

339. The false claims of the Defendants were deceptive and misleading and were relied upon by GEICO in making their claim payments to the Defendant PCs.

340. GEICO has been damaged by the actions of Defendants in that GEICO made substantial claim payments to the Defendant PCs in the amounts set forth in Exhibit 2 herein.

341. GEICO is thus entitled to recover from the Defendants the payments it made to the Defendant PCs. GEICO requests the return of these payments from the Defendants plus interest and attorneys' fees. This Court should also declare that the PC Defendants have been formed, owned and/or operated contrary to law and that GEICO has no obligation to make any payments to such Defendants on pending no-fault claims.

**THIRD CLAIM FOR RELIEF**

**(Against All Defendants)**

**(Unjust Enrichment)**

342. GEICO repeats and realleges the allegations set forth in paragraphs 1 through 341 of this Complaint with the same force and effect as if set forth fully herein.

343. By reason of their wrongdoing, the Defendants have been unjustly enriched, in that they have received monies from GEICO that are the result of unlawful conduct, and that in equity and good conscience, they should not be permitted to keep.

344. No contract exists between GEICO and the Defendants. GEICO is not asserting any ground for recovery that arises from any contract.

345. GEICO is therefore entitled to restitution from the Defendants in the amount by which the Defendants have been unjustly enriched.

**FOURTH CLAIM FOR RELIEF**  
**(Against Defendants Etienne, Kim, SUM, Matatov, John Doe 1 and ABC Corp. 1)**  
**(Violation of 18 U.S.C. § 1962(c))**  
**(PC Enterprise)**

346. GEICO repeats and realleges the allegations of paragraphs 1 through 345 of this Complaint with the same force and effect as if set forth fully herein.

347. At all times relevant to this Complaint, the Defendant VE Medical constituted a separate “enterprise” within the meaning of 18 U.S.C. § 1961(4), which is engaged in, and the activities of which affect, interstate commerce (the “PC Enterprise”).

348. At all times relevant to this Complaint, the Defendants Etienne, Kim, SUM, Matatov, John Doe 1 and ABC Corp. 1 were “persons” associated with an enterprise within the meaning of 18 U.S.C. §§ 1961(3) and 1965(c).

349. Defendants Etienne, Kim, SUM, Matatov, John Doe 1 and ABC Corp. 1 conducted or participated, directly or indirectly, in the conduct of the PC Enterprise’s affairs through a pattern of racketeering activity in violation of 18 U.S.C. § 1962(c). Etienne was the owner on paper of VE Medical and enabled the fraudulent billing to take place. Kim provided fictitious and impossible test results to support the improper billing. Etienne as owner on paper of VE Medical enabled VE Medical to regularly bill for inflated charges intended to maximum billing

even though they were not necessary and could have harmed the patients. SUM and Matatov submitted the bills and concealed the interrelationships between VE Medical and its affiliates by representing that the services were those of VE Medical. The acts alleged herein constitute a pattern of racketeering activity within the meaning of 18 U.S.C. § 1961, to wit, in violation of 18 U.S.C. §§ 1341 and 1343:

- (a) Such Defendants devised and executed a scheme and artifice to defraud GEICO of its money and property by means of false and fraudulent pretenses, representations and promises and by the concealment of material facts regarding the health care claims for payment;
- (b) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants concealed the fact that the Defendant VE Medical had financial relationships with its referring providers and did not disclose these relationships to its patients and obtain their consent;
- (c) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims in the name of the Defendant VE Medical for services actually provided by other providers and concealed the fact that the services billed for were illegal self-referrals to providers that the Defendant VE Medical had financial relationships with;
- (d) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants concealed the fact that the Defendant VE Medical had cross-referral arrangements with its referring providers and did not disclose these relationships to its patients and obtain their consent;
- (e) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that VE Medical had administered nerve conduction velocity tests, needle emg and other electrodiagnostic tests to the patients when in fact no such tests had been administered;
- (f) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that VE Medical had provided medical consultations to the patients when in fact no such consultations had been provided;

(g) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants submitted fictitious and false test results with impossible findings that could have adversely affected the patients had they been actually relied upon;

(h) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the testing they administered and other services they provided was medically necessary for the care of the patients;

(i) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the services that the Defendant VE Medical billed for had been administered by employees of the Defendant VE Medical when in fact the services were administered by independent contractors or had not been administered at all,

(j) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the services that the Defendant VE Medical billed for had been administered by medical doctors when in fact the services were administered by lay persons or chiropractors or had not been administered at all,

(k) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such defendants falsely represented that the Defendant VE Medical was owned and controlled by physicians and was properly formed and operated under the New York Business Corporation Law;

(l) For the purpose of executing this scheme and artifice to defraud, such defendants submitted such false and fraudulent claims and information to GEICO and others by use of the mail and interstate wire facilities and caused GEICO to make payments for said fraudulent claims by use of the mail and interstate wire facilities

350. The Defendants have engaged in this scheme from 2003 and up to the present and continuing and if the Court does not provide relief, the fraudulent enterprise will continue to seek to submit and collect fraudulent claims. Every single claim submitted by the Defendants associated with this enterprise has been fraudulent.

351. A list of various mailings constituting a substantial number of the requisite predicate acts is annexed hereto as Exhibit 1.

352. By reason of such Defendants' violation of 18 U.S.C. § 1962(c), GEICO was injured in its business or property within the meaning of 18 U.S.C. § 1964(c) and is therefore entitled to recover from such defendants three times the damages sustained by GEICO and the costs of this suit, including reasonable attorneys' fees. Between 2003 and 2011, GEICO has paid to the Defendant VE Medical the substantial claim amounts as identified in Exhibit 2.

353. Such Defendants concealed the fraudulent nature of these claims through their misrepresentations and material omissions. In addition to concealing the fraudulent nature of each individual claim, such Defendants also concealed the existence of the overall scheme to defraud.

354. GEICO was damaged by this scheme in that payments were made to the Defendant VE Medical which would not have otherwise been made but for the fraudulent activities.

**FIFTH CLAIM FOR RELIEF**

(Against Defendants VE Medical, Etienne, Kim, SUM, Matatov, John Doe 1 and ABC Corp.1)  
(Violation of 18 U.S.C. § 1962(c))  
(Association In Fact Enterprise)

355. GEICO repeats and realleges the allegations of paragraphs 1 through 354 of this Complaint with the same force and effect as if set forth fully herein.

356. At all times relevant to this Complaint, the Defendants VE Medical, Etienne, Kim, SUM, Matatov, John Doe 1 and ABC Corp. 1 constituted a separate associated in fact enterprise within the meaning of 18 U.S.C. § 1961(4), which is engaged in, and the activities of which affect, interstate commerce (the "Associated In Fact Enterprise"). Such enterprise was formed with the common purpose of engaging in fraudulent activities.

357. At all times relevant to this Complaint, such Defendants were “persons” associated with an enterprise within the meaning of 18 U.S.C. §§ 1961(3) and 1965(c), with an existence separate and apart from the Associated In Fact Enterprise.

358. The Defendants conducted or participated, directly or indirectly, in the conduct of the Associated In Fact Enterprise’s affairs through a pattern of racketeering activity in violation of 18 U.S.C. § 1962(c). Etienne was the owner on paper of VE Medical and enabled the fraudulent billing to take place. Kim provided fictitious and impossible test results to support the improper billing. Etienne as owner on paper of VE Medical enabled VE Medical to regularly bill for inflated charges intended to maximum billing even though they were not necessary and could have harmed the patients. SUM and Matatov submitted the bills and concealed the interrelationships between VE Medical and its affiliates by representing that the services were those of VE Medical. The acts alleged herein constitute a pattern of racketeering activity within the meaning of 18 U.S.C. § 1961, to wit, in violation of 18 U.S.C. §§ 1341 and 1343:

(a) Such Defendants devised and executed a scheme and artifice to defraud GEICO of its money and property by means of false and fraudulent pretenses, representations and promises and by the concealment of material facts regarding the health care claims for payment;

(b) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants concealed the fact that the Defendant VE Medical had financial relationships with its referring providers and did not disclose these relationships to its patients and obtain their consent;

(c) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims in the name of the Defendant VE Medical for services actually provided by other providers and concealed the fact that the services billed for were illegal self-referrals to providers that the Defendant VE Medical had financial relationships with;

(d) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants concealed the fact that the Defendant VE Medical had cross-referral



arrangements with its referring providers and did not disclose these relationships to its patients and obtain their consent;

(e) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that VE Medical had administered nerve conduction velocity tests, needle emg and other electrodiagnostic tests to the patients when in fact no such tests had been administered;

(f) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that VE Medical had provided medical consultations to the patients when in fact no such consultations had been provided;

(g) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants submitted fictitious and false test results with impossible findings that could have adversely affected the patients had they been actually relied upon;

(h) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the testing they administered and other services they provided was medically necessary for the care of the patients;

(i) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the services that the Defendant VE Medical billed for had been administered by employees of the Defendant VE Medical when in fact the services were administered by independent contractors or had not been administered at all,

(j) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the services that the Defendant VE Medical billed for had been administered by medical doctors when in fact the services were administered by lay persons or chiropractors or had not been administered at all,

(k) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such defendants falsely represented that the Defendant VE Medical was owned and controlled by physicians and was properly formed and operated under the New York Business Corporation Law;

(l) For the purpose of executing this scheme and artifice to defraud, such defendants submitted such false and fraudulent claims and information to GEICO and others by use of the mail and interstate wire facilities and caused GEICO to make payments for said fraudulent claims by use of the mail and interstate wire facilities

359. The Defendants have engaged in this scheme from 2003 and up to the present and continuing and if the Court does not provide relief, the fraudulent enterprise will continue to seek to submit and collect fraudulent claims. Every single claim submitted by the Defendants associated with this enterprise has been fraudulent.

360. A list of various mailings constituting a substantial number of the requisite predicate acts is annexed hereto as Exhibit 1.

361. The Enterprise is distinct from, and has an existence beyond, the pattern of racketeering that is described herein, namely by recruiting, overseeing, and coordinating many professionals and non-professionals who have been responsible for facilitating and performing a variety of administrative and professional functions beyond the acts of mail fraud (i.e. the submission of the fraudulent bills to GEICO and other insurers), by providing benefits for the staff of the enterprise, by creating and maintaining files and other records and by negotiating and executing various facility lease agreements.

362. By reason of such Defendants' violation of 18 U.S.C. § 1962(c), GEICO was injured in its business or property within the meaning of 18 U.S.C. § 1964(c) and is therefore entitled to recover from such Defendants three times the damages sustained by GEICO and the costs of this suit, including reasonable attorneys' fees. Between 2003 and 2011, GEICO has paid to VE Medical substantial claim amounts as identified in Exhibit 2.

363. The Defendants concealed the fraudulent nature of these claims through their misrepresentations and material omissions. In addition to concealing the fraudulent nature of each individual claim, the Defendants also concealed the existence of the overall scheme to defraud.

364. GEICO was damaged by this scheme in that payments were made to the Defendant VE Medical which would not have otherwise been made but for the fraudulent activities.

**SIXTH CLAIM FOR RELIEF**

**(Against Defendants VE Medical, Etienne, Kim, SUM, Matatov, John Doe 1 and ABC Corp.1)  
(Violation of 18 U.S.C. §1962(d))**

365. GEICO repeats and realleges the allegations of paragraphs 1 through 364 of this Complaint with the same force and effect as if set forth fully herein.

366. The Defendants VE Medical, Etienne, Kim, SUM, Matatov, John Doe 1 and ABC Corp. 1 have conspired with each other to violate 18 U.S.C. § 1962(c).

367. The Defendants VE Medical, Etienne, Kim, SUM, Matatov, John Doe 1 and ABC Corp. 1 each agreed to participate in a conspiracy to commit the RICO violation by agreeing to conduct the affairs of the PC Enterprise or Associated In Fact Enterprise by means of a pattern of racketeering activity, including numerous acts of mail and wire fraud as set forth in Exhibit 1, and through the preparation and/or submission of fraudulent claim documents to Plaintiffs including billing numerous tests in the name of the Defendant VE Medical that were not administered and through the submission of supporting sham invoices and the preparation and/or submission of fraudulent claim documents to GEICO.

368. The purpose of the conspiracy was to obtain No-Fault payments from GEICO based on sham invoices and fraudulent claim documents. Each of the conspirators was aware of this goal and agreed to take part in facilitating it.

369. GEICO has been injured in its business and property by reason of this conspiratorial conduct, in that it has paid substantial insurance benefits as a result of the unlawful conduct.

370. By virtue of this violation of 18 U.S.C. § 1962(d), the Defendants VE Medical, Etienne, Kim, SUM, Matatov, John Doe 1 and ABC Corp. 1 are jointly and severally liable to GEICO for three times the damages that GEICO has sustained, plus the costs of this suit, including reasonable attorneys' fees.

371. The Defendants VE Medical, Etienne, Kim, SUM, Matatov, John Doe 1 and ABC Corp. 1 concealed their conspiratorial conduct, as well as their overall scheme to defraud, from GEICO through their misrepresentations and material omissions. This prevented GEICO from discovering or asserting, until now, the foregoing claim, or the injury resulting therefrom to GEICO.

**SEVENTH CLAIM FOR RELIEF**  
**(Against Defendant VE Medical)**  
**(Declaratory Judgment)**

372. GEICO repeats and re-alleges each and every allegation contained in paragraphs numbered 1 through 371 hereof as if fully set forth herein.

373. The Defendant VE Medical has failed to disclose to its patients that it has a financial relationship with its referring providers.

374. In order to be eligible to receive assigned no-fault benefits, an assignee provider must adhere to all applicable New York statutes which grant the authority to provide health services in New York State.

375. The Defendant VE Medical is a sham and illegal professional medical corporation which is not owned controlled and managed by the Defendant Etienne and the

Defendant VE Medical is engaged in illegal fee splitting with its real owners and its referring providers.

376. The Defendant VE Medical continues to submit assigned no-fault claims to GEICO.

377. GEICO has and will be prejudiced without a judicial declaration that the Defendant VE Medical is not entitled to payment of assigned first-party no-fault benefits in any claims from GEICO due to: (1) VE Medical's financial relationship with its referring providers in violation of Public Health Law §238-a; (2) VE Medical's failure to disclose its financial relationship with its referring providers to its patients pursuant to Public Health Law §238-d; (3) the fact that VE Medical is a sham and illegal professional medical corporation which is not owned controlled and managed by the Defendant Etienne and that VE Medical is engaged in illegal fee splitting with its real owners and its referring providers; (4) the fact that VE Medical is engaged in illegal fee splitting with its real owners and its referring providers; and (5) its use of independent contractors to provide services and that the Defendant VE Medical may not seek to assert a lien against any assignors.

378. There exists a real, actual and justifiable controversy between GEICO and the Defendant VE Medical.

379. GEICO has no adequate remedy at law.

**EIGHTH CLAIM FOR RELIEF**

**(New York Public Health Law § 238-a)**

**(Against Defendants Etienne, Kim, John Doe 2, John Doe 3, XYZ Corp. 2 and XYZ Corp. 3)**

380. GEICO repeats and realleges the allegations of paragraphs 1 through 379 of this Complaint with the same force and effect as if set forth fully herein.

381. Section 238-a of the New York Public Health Law provides, in relevant part:

1. (a) A practitioner authorized to order clinical laboratory services, pharmacy services, radiation therapy services, physical therapy services or x-ray or imaging services may not make a referral for such services to a health care provider authorized to provide such services where such practitioner or immediate family member of such practitioner has a financial relationship with such health care provider.

(b) A health care provider or a referring practitioner may not present or cause to be presented to any individual or third party payor, or other entity a claim, bill, or other demand for payment for clinical laboratory services, pharmacy services, radiation therapy services, physical therapy services or x-ray or imaging services furnished pursuant to a referral prohibited by this subdivision.

\* \* \*

7. If a referring practitioner or a health care provider furnishing clinical laboratory services, pharmacy services, radiation therapy services, physical therapy services or x-ray or imaging services or any other person or entity, collects any amounts that were billed in violation of this section, such referring practitioner and health care provider and other person or entity shall be jointly and severally liable to the payor for any amounts so collected.

382. The Defendants Etienne and Kim are practitioners as that term is defined under Section 238(11) of the New York Public Health Law.

383. The Defendants Etienne and Kim regularly made referrals to entities they had financial relationships with including referrals for physical therapy services and x-ray or imaging services.

384. The Defendants Etienne and Kim regularly made referrals to and had cross referral relationships with entities including the Defendants John Doe 2, John Doe 3, ABC Corp. 2, ABC Corp. 3 and Top Rehab. The Defendants John Doe 2, John Doe 3, ABC Corp. 2, ABC Corp. 3 and Top Rehab are each “health care providers” as that term is defined under Section 238(6) of the New York Public Health Law.

385. The Defendants Etienne and Kim had a “financial relationship” with the Defendants John Doe 2, John Doe 3, ABC Corp. 2, ABC Corp. 3 and Top Rehab, as that term is



defined under Section 238(3) of the New York Public Health Law and routine referrals were made to and from the Defendants John Doe 2, John Doe 3, ABC Corp. 2, ABC Corp. 3 and Top Rehab for patients allegedly treated at VE Medical and Jamaica for physical therapy services and x-rays and/or imaging services.

386. The referrals by the Defendants Etienne and Kim violate Section 238-a(9) of the New York Public Health Law which prohibits arrangements or schemes which a practitioner or health care provider knows or should know has a principal purpose of assuring referrals to a particular health care provider which, if the practitioner directly made referrals to such health care provider, would be in violation of Section 238-a(1) of the Public Health Law.

387. In violation of Section 238-a(1)(b) of the New York Public Health Law, the Defendants John Doe 2, John Doe 3, ABC Corp. 2, ABC Corp. 3 and Top Rehab have presented or caused to be presented to plaintiffs claims for payment for physical therapy services and/or x-ray or imaging services furnished pursuant to a prohibited referral. The Defendant Etienne has also done so as part of a cross-referral relationship through VE Medical.

388. GEICO has paid substantial amounts to the Defendants John Doe 2, John Doe 3, ABC Corp. 2, ABC Corp. 3, Top Rehab and VE Medical which upon information and belief exceed \$250,000 the full amount to be determined in discovery, all for services billed in violation of Section 238-a of the Public Health Law and, pursuant to Section 238-a(7) of the Public Health Law, are entitled to recover such amounts from Defendants Etienne and Kim, John Doe 2, John Doe 3, ABC Corp. 2, ABC Corp. 3 and Top Rehab who, as practitioner and health care provider, respectively, are jointly and severally liable to such plaintiffs for the amounts they received in violation of New York Public Health Law § 238-a. Such plaintiffs are also entitled to an order

declaring all amounts billed as violative of New York Public Health Law § 238-a and not eligible for payment.

**NINTH CLAIM FOR RELIEF**

**(Against Defendants Etienne, Kim, SUM, Matatov, John Doe 4 and ABC Corp. 4)  
(Violation of 18 U.S.C. § 1962(c))  
(PC Enterprise)**

389. GEICO repeats and realleges the allegations of paragraphs 1 through 388 of this Complaint with the same force and effect as if set forth fully herein.

390. At all times relevant to this Complaint, the Defendant Jamaica constituted a separate “enterprise” within the meaning of 18 U.S.C. § 1961(4), which is engaged in, and the activities of which affect, interstate commerce (the “PC Enterprise”).

391. At all times relevant to this Complaint, the Defendants Etienne, Kim, SUM, Matatov, John Doe 4 and ABC Corp. 4 were “persons” associated with an enterprise within the meaning of 18 U.S.C. §§ 1961(3) and 1965(c).

392. Defendants Etienne, Kim, SUM, Matatov, John Doe 4 and ABC Corp. 4 conducted or participated, directly or indirectly, in the conduct of the PC Enterprise’s affairs through a pattern of racketeering activity in violation of 18 U.S.C. § 1962(c)). Etienne was the owner on paper of Jamaica and enabled the fraudulent billing to take place. Kim provided fictitious and impossible test results to support the improper billing. Etienne as owner on paper of Jamaica enabled Jamaica to regularly bill for inflated charges intended to maximum billing even though they were not necessary and could have harmed the patients. SUM and Matatov submitted the bills and concealed the interrelationships between Jamaica and its affiliates by representing that the services were those of Jamaica. The acts alleged herein constitute a pattern of racketeering activity within the meaning of 18 U.S.C. § 1961, to wit, in violation of 18 U.S.C. §§ 1341 and 1343:

(a) Such Defendants devised and executed a scheme and artifice to defraud GEICO of its money and property by means of false and fraudulent pretenses, representations and promises and by the concealment of material facts regarding the health care claims for payment;

(b) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants concealed the fact that the Defendant Jamaica had financial relationships with its referring providers and did not disclose these relationships to its patients and obtain their consent;

(c) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims in the name of the Defendant Jamaica for services actually provided by other providers and concealed the fact that the services billed for were illegal self-referrals to providers that the Defendant Jamaica had financial relationships with;

(d) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants concealed the fact that the Defendant Jamaica had cross-referral arrangements with its referring providers and did not disclose these relationships to its patients and obtain their consent;

(e) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that Jamaica had administered nerve conduction velocity tests, needle emg and other electrodiagnostic tests to the patients when in fact no such tests had been administered;

(f) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that Jamaica had provided medical consultations to the patients when in fact no such consultations had been provided;

(g) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants submitted fictitious and false test results with impossible findings that could have adversely affected the patients had they been actually relied upon;

(h) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the testing they administered and other services they provided was medically necessary for the care of the patients;

(i) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the services that the Defendant Jamaica billed for had been administered by employees of the Defendant Jamaica when in fact the services were administered by independent contractors or had not been administered at all,

(j) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the services that the Defendant Jamaica billed for had been administered by medical doctors when in fact the services were administered by lay persons or chiropractors or had not been administered at all,

(k) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such defendants falsely represented that the Defendant Jamaica was owned and controlled by physicians and was properly formed and operated under the New York Business Corporation Law;

(l) For the purpose of executing this scheme and artifice to defraud, such defendants submitted such false and fraudulent claims and information to GEICO and others by use of the mail and interstate wire facilities and caused GEICO to make payments for said fraudulent claims by use of the mail and interstate wire facilities

393. The Defendants have engaged in this scheme from 2006 and up to the present and continuing and if the Court does not provide relief, the fraudulent enterprise will continue to seek to submit and collect fraudulent claims. Every single claim submitted by the Defendants associated with this enterprise has been fraudulent.

394. A list of various mailings constituting a substantial number of the requisite predicate acts is annexed hereto as Exhibit 1.

395. By reason of such Defendants' violation of 18 U.S.C. § 1962(c), GEICO was injured in its business or property within the meaning of 18 U.S.C. § 1964(c) and is therefore entitled to recover from such defendants three times the damages sustained by GEICO and the costs of this suit, including reasonable attorneys' fees. Between 2006 and 2011, GEICO has paid to the Defendant Jamaica the substantial claim amounts as identified in Exhibit 2.

396. Such Defendants concealed the fraudulent nature of these claims through their misrepresentations and material omissions. In addition to concealing the fraudulent nature of each individual claim, such Defendants also concealed the existence of the overall scheme to defraud.

397. GEICO was damaged by this scheme in that payments were made to the Defendant Jamaica which would not have otherwise been made but for the fraudulent activities.

**TENTH CLAIM FOR RELIEF**  
**(Against Defendants Jamaica, Etienne, Kim, SUM, Matatov, John Doe 4 and ABC Corp. 4)**  
**(Violation of 18 U.S.C. § 1962(c))**  
**(Association In Fact Enterprise)**

398. GEICO repeats and realleges the allegations of paragraphs 1 through 397 of this Complaint with the same force and effect as if set forth fully herein.

399. At all times relevant to this Complaint, the Defendants Jamaica, Etienne, Kim, SUM, Matatov, John Doe 4 and ABC Corp. 4 constituted a separate associated in fact enterprise within the meaning of 18 U.S.C. § 1961(4), which is engaged in, and the activities of which affect, interstate commerce (the “Associated In Fact Enterprise”). Such enterprise was formed with the common purpose of engaging in fraudulent activities.

400. At all times relevant to this Complaint, such Defendants were “persons” associated with an enterprise within the meaning of 18 U.S.C. §§ 1961(3) and 1965(c), with an existence separate and apart from the Associated In Fact Enterprise.

401. The Defendants conducted or participated, directly or indirectly, in the conduct of the Associated In Fact Enterprise’s affairs through a pattern of racketeering activity in violation of 18 U.S.C. § 1962(c). Etienne was the owner on paper of Jamaica and enabled the fraudulent billing to take place. Kim provided fictitious and impossible test results to support the improper billing. Etienne as owner on paper of Jamaica enabled Jamaica to regularly bill for

inflated charges intended to maximum billing even though they were not necessary and could have harmed the patients. SUM and Matatov submitted the bills and concealed the interrelationships between Jamaica and its affiliates by representing that the services were those of Jamaica. The acts alleged herein constitute a pattern of racketeering activity within the meaning of 18 U.S.C. § 1961, to wit, in violation of 18 U.S.C. §§ 1341 and 1343:

- (a) Such Defendants devised and executed a scheme and artifice to defraud GEICO of its money and property by means of false and fraudulent pretenses, representations and promises and by the concealment of material facts regarding the health care claims for payment;
- (b) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants concealed the fact that the Defendant Jamaica had financial relationships with its referring providers and did not disclose these relationships to its patients and obtain their consent;
- (c) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims in the name of the Defendant Jamaica for services actually provided by other providers and concealed the fact that the services billed for were illegal self-referrals to providers that the Defendant Jamaica had financial relationships with;
- (d) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants concealed the fact that the Defendant Jamaica had cross-referral arrangements with its referring providers and did not disclose these relationships to its patients and obtain their consent;
- (e) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that Jamaica had administered nerve conduction velocity tests, needle emg and other electrodiagnostic tests to the patients when in fact no such tests had been administered;
- (f) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that Jamaica had provided medical consultations to the patients when in fact no such consultations had been provided;
- (g) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants



submitted fictitious and false test results with impossible findings that could have adversely affected the patients had they been actually relied upon;

(h) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the testing they administered and other services they provided was medically necessary for the care of the patients;

(i) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the services that the Defendant Jamaica billed for had been administered by employees of the Defendant Jamaica when in fact the services were administered by independent contractors or had not been administered at all,

(j) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the services that the Defendant Jamaica billed for had been administered by medical doctors when in fact the services were administered by lay persons or chiropractors or had not been administered at all,

(k) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such defendants falsely represented that the Defendant Jamaica was owned and controlled by physicians and was properly formed and operated under the New York Business Corporation Law;

(l) For the purpose of executing this scheme and artifice to defraud, such defendants submitted such false and fraudulent claims and information to GEICO and others by use of the mail and interstate wire facilities and caused GEICO to make payments for said fraudulent claims by use of the mail and interstate wire facilities

402. The Defendants have engaged in this scheme from 2006 and up to the present and continuing and if the Court does not provide relief, the fraudulent enterprise will continue to seek to submit and collect fraudulent claims. Every single claim submitted by the Defendants associated with this enterprise has been fraudulent.

403. A list of various mailings constituting a substantial number of the requisite predicate acts is annexed hereto as Exhibit 1.

404. The Enterprise is distinct from, and has an existence beyond, the pattern of racketeering that is described herein, namely by recruiting, overseeing, and coordinating many professionals and non-professionals who have been responsible for facilitating and performing a variety of administrative and professional functions beyond the acts of mail fraud (i.e. the submission of the fraudulent bills to GEICO and other insurers), by providing benefits for the staff of the enterprise, by creating and maintaining files and other records and by negotiating and executing various facility lease agreements.

405. By reason of such Defendants' violation of 18 U.S.C. § 1962(c), GEICO was injured in its business or property within the meaning of 18 U.S.C. § 1964(c) and is therefore entitled to recover from such Defendants three times the damages sustained by GEICO and the costs of this suit, including reasonable attorneys' fees. Between 2006 and 2011, GEICO has paid to Jamaica substantial claim amounts as identified in Exhibit 2.

406. The Defendants concealed the fraudulent nature of these claims through their misrepresentations and material omissions. In addition to concealing the fraudulent nature of each individual claim, the Defendants also concealed the existence of the overall scheme to defraud.

407. GEICO was damaged by this scheme in that payments were made to the Defendant Jamaica which would not have otherwise been made but for the fraudulent activities.

**ELEVENTH CLAIM FOR RELIEF**

**(Against Defendants Jamaica, Etienne, Kim, SUM, Matatov, John Doe 4 and ABC Corp. 4)  
(Violation of 18 U.S.C. §1962(d))**

408. GEICO repeats and realleges the allegations of paragraphs 1 through 407 of this Complaint with the same force and effect as if set forth fully herein.

409. The Defendants Jamaica, Etienne, Kim, SUM, Matatov, John Doe 4 and ABC Corp. 4 have conspired with each other to violate 18 U.S.C. § 1962(c).

410. The Defendants Jamaica, Etienne, Kim, SUM, Matatov, John Doe 4 and ABC Corp. 4 each agreed to participate in a conspiracy to commit the RICO violation by agreeing to conduct the affairs of the PC Enterprise or Associated In Fact Enterprise by means of a pattern of racketeering activity, including numerous acts of mail and wire fraud as set forth in Exhibit 1, and through the preparation and/or submission of fraudulent claim documents to Plaintiffs including billing numerous tests in the name of the Defendant Jamaica that were not administered and through the submission of supporting sham invoices and the preparation and/or submission of fraudulent claim documents to GEICO.

411. The purpose of the conspiracy was to obtain No-Fault payments from GEICO based on sham invoices and fraudulent claim documents. Each of the conspirators was aware of this goal and agreed to take part in facilitating it.

412. GEICO has been injured in its business and property by reason of this conspiratorial conduct, in that it has paid substantial insurance benefits as a result of the unlawful conduct.

413. By virtue of this violation of 18 U.S.C. § 1962(d), the Defendants Jamaica, Etienne, Kim, SUM, Matatov, John Doe 4 and ABC Corp. 4 are jointly and severally liable to GEICO for three times the damages that GEICO has sustained, plus the costs of this suit, including reasonable attorneys' fees.

414. The Defendants Jamaica, Etienne, Kim, SUM, Matatov, John Doe 4 and ABC Corp. 4 concealed their conspiratorial conduct, as well as their overall scheme to defraud, from GEICO through their misrepresentations and material omissions. This prevented GEICO from discovering or asserting, until now, the foregoing claim, or the injury resulting therefrom to GEICO.

**TWELFTH CLAIM FOR RELIEF**

**(Against Defendant Jamaica)  
(Declaratory Judgment)**

415. GEICO repeats and re-alleges each and every allegation contained in paragraphs numbered 1 through 414 hereof as if fully set forth herein.

416. The Defendant Jamaica has failed to disclose to its patients that it has a financial relationship with its referring providers.

417. In order to be eligible to receive assigned no-fault benefits, an assignee provider must adhere to all applicable New York statutes which grant the authority to provide health services in New York State.

418. The Defendant Jamaica is a sham and illegal professional medical corporation which is not owned controlled and managed by the Defendant Etienne and the Defendant Jamaica is engaged in illegal fee splitting with its real owners and its referring providers.

419. The Defendant Jamaica continues to submit assigned no-fault claims to GEICO.

420. GEICO has and will be prejudiced without a judicial declaration that the Defendant Jamaica is not entitled to payment of assigned first-party no-fault benefits in any claims from GEICO due to: (1) Jamaica's financial relationship with its referring providers in violation of Public Health Law §238-a; (2) Jamaica's failure to disclose its financial relationship with its referring providers to its patients pursuant to Public Health Law §238-d; (3) the fact that Jamaica is a sham and illegal professional medical corporation which is not owned controlled and managed by the Defendant Etienne and that Jamaica is engaged in illegal fee splitting with its real owners and its referring providers; (4) the fact that Jamaica is engaged in illegal fee splitting with its real owners and its referring providers; and (5) its use of independent contractors to provide services and that the Defendant Jamaica may not seek to assert a lien against any assignors.

421. There exists a real, actual and justifiable controversy between GEICO and the Defendant Jamaica.

422. GEICO has no adequate remedy at law.

**THIRTEENTH CLAIM FOR RELIEF**

**(New York Public Health Law § 238-a)**

**(Against Defendants Etienne, Kim, John Doe 5, John Doe 6 ABC Corp. 5 and ABC Corp. 6)**

423. GEICO repeats and realleges the allegations of paragraphs 1 through 422 of this Complaint with the same force and effect as if set forth fully herein.

424. Section 238-a of the New York Public Health Law provides, in relevant part:

1. (a) A practitioner authorized to order clinical laboratory services, pharmacy services, radiation therapy services, physical therapy services or x-ray or imaging services may not make a referral for such services to a health care provider authorized to provide such services where such practitioner or immediate family member of such practitioner has a financial relationship with such health care provider.

(b) A health care provider or a referring practitioner may not present or cause to be presented to any individual or third party payor, or other entity a claim, bill, or other demand for payment for clinical laboratory services, pharmacy services, radiation therapy services, physical therapy services or x-ray or imaging services furnished pursuant to a referral prohibited by this subdivision.

\* \* \*

7. If a referring practitioner or a health care provider furnishing clinical laboratory services, pharmacy services, radiation therapy services, physical therapy services or x-ray or imaging services or any other person or entity, collects any amounts that were billed in violation of this section, such referring practitioner and health care provider and other person or entity shall be jointly and severally liable to the payor for any amounts so collected.

425. The Defendants Etienne and Kim are practitioners as that term is defined under Section 238(11) of the New York Public Health Law.

426. The Defendants Etienne and Kim regularly made referrals to entities they had financial relationships with including referrals for physical therapy services and x-ray or imaging services.

427. The Defendants Etienne and Kim regularly made referrals to and had cross referral relationships with entities including the Defendants John Doe 5, John Doe 6, ABC Corp. 5, ABC Corp. 6 and Golden Care Medical, P.C. The Defendants John Doe 5, John Doe 6, ABC Corp. 5, ABC Corp. 6 and Golden Care Medical, P.C. are each “health care providers” as that term is defined under Section 238(6) of the New York Public Health Law.

428. The Defendants Etienne and Kim had a “financial relationship” with the Defendants John Doe 5, John Doe 6, ABC Corp. 5, ABC Corp. 6 and Golden Care Medical, P.C. as that term is defined under Section 238(3) of the New York Public Health Law and routine referrals were made to and from the Defendants John Doe 5, John Doe 6, ABC Corp. 5, ABC Corp. 6 and Golden Care Medical, P.C. for patients allegedly treated at Jamaica for physical therapy services and x-rays and/or imaging services.

429. The referrals by the Defendants Etienne and Kim violate Section 238-a(9) of the New York Public Health Law which prohibits arrangements or schemes which a practitioner or health care provider knows or should know has a principal purpose of assuring referrals to a particular health care provider which, if the practitioner directly made referrals to such health care provider, would be in violation of Section 238-a(1) of the Public Health Law.

430. In violation of Section 238-a(1)(b) of the New York Public Health Law, the Defendants John Doe 5, John Doe 6, ABC Corp. 5, ABC Corp. 6 and Golden Care Medical, P.C. have presented or caused to be presented to GEICO claims for payment for physical therapy services



and/or x-ray or imaging services furnished pursuant to a prohibited referral. The Defendant Etienne has also done so as part of a cross-referral relationship through VE Medical.

431. GEICO has paid substantial amounts to the Defendants John Doe 5, John Doe 6, ABC Corp. 5, ABC Corp. 6 and Golden Care Medical, P.C. which upon information and belief exceed \$250,000 the full amount to be determined in discovery, all for services billed in violation of Section 238-a of the Public Health Law and, pursuant to Section 238-a(7) of the Public Health Law, is entitled to recover such amounts from Defendants Etienne and Kim, John Doe 5, John Doe 6, ABC Corp. 5, ABC Corp. 6 and Golden Care Medical, P.C. who, as practitioner and health care provider, respectively, are jointly and severally liable to GEICO for the amounts they received in violation of New York Public Health Law § 238-a. GEICO is also entitled to an order declaring all amounts billed as violative of New York Public Health Law § 238-a and not eligible for payment.

**FOURTEENTH CLAIM FOR RELIEF**

**(Against Defendants Gabinskaya, Kim, John Doe 7 and ABC Corp. 7)  
(Violation of 18 U.S.C. § 1962(c))  
(PC Enterprise)**

432. GEICO repeats and realleges the allegations of paragraphs 1 through 431 of this Complaint with the same force and effect as if set forth fully herein.

433. At all times relevant to this Complaint, the Defendant J & J constituted a separate “enterprise” within the meaning of 18 U.S.C. § 1961(4), which is engaged in, and the activities of which affect, interstate commerce (the “PC Enterprise”).

434. At all times relevant to this Complaint, the Defendants Gabinskaya, Kim, John Doe 7 and ABC Corp. 7 were “persons” associated with an enterprise within the meaning of 18 U.S.C. §§ 1961(3) and 1965(c).

435. The Defendants Gabinskaya, Kim, John Doe 7 and ABC Corp. 7 conducted or participated, directly or indirectly, in the conduct of the PC Enterprise’s affairs through a pattern

of racketeering activity in violation of 18 U.S.C. § 1962(c). Gabinskaya was the owner on paper of J & J and enabled the fraudulent billing to take place. Kim provided fictitious and impossible test results to support the improper billing. Gabinskaya as owner on paper of J & J enabled J & J to regularly bill for inflated charges intended to maximum billing even though they were not necessary and could have harmed the patients. The acts alleged herein constitute a pattern of racketeering activity within the meaning of 18 U.S.C. § 1961, to wit, in violation of 18 U.S.C. §§ 1341 and 1343:

- (a) Such Defendants devised and executed a scheme and artifice to defraud GEICO of its money and property by means of false and fraudulent pretenses, representations and promises and by the concealment of material facts regarding the health care claims for payment;
- (b) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants concealed the fact that the Defendant J & J had financial relationships with its referring providers and did not disclose these relationships to its patients and obtain their consent;
- (c) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims in the name of the Defendant J & J for services actually provided by other providers and concealed the fact that the services billed for were illegal self-referrals to providers that the Defendant J & J had financial relationships with;
- (d) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants concealed the fact that the Defendant J & J had cross-referral arrangements with its referring providers and did not disclose these relationships to its patients and obtain their consent;
- (e) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that J & J and Kim had administered nerve conduction velocity tests, needle emg and other electrodiagnostic tests to the patients when in fact no such tests had been administered;
- (f) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that J & J had provided medical consultations to the patients when in fact no such consultations had been provided;

(g) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants submitted fictitious and false test results with impossible findings that could have adversely affected the patients had they been actually relied upon;

(h) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the testing they administered and other services they provided was medically necessary for the care of the patients;

(i) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the services that the Defendant J & J billed for had been administered by employees of the Defendant J & J when in fact the services were administered by independent contractors or had not been administered at all,

(j) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such defendants falsely represented that the Defendant J & J was owned and controlled by physicians and was properly formed and operated under the New York Business Corporation Law;

(k) For the purpose of executing this scheme and artifice to defraud, such Defendants submitted such false and fraudulent claims and information to GEICO and others by use of the mail and interstate wire facilities and caused GEICO to make payments for said fraudulent claims by use of the mail and interstate wire facilities

436. The Defendants have engaged in this scheme from 2009 and up to the present and continuing and if the Court does not provide relief, the fraudulent enterprise will continue to seek to submit and collect fraudulent claims. Every single claim submitted by the Defendants associated with this enterprise has been fraudulent.

437. A list of various mailings constituting a substantial number of the requisite predicate acts is annexed hereto as Exhibit 1.

438. By reason of such Defendants' violation of 18 U.S.C. § 1962(c), GEICO was injured in its business or property within the meaning of 18 U.S.C. § 1964(c) and is therefore

entitled to recover from such defendants three times the damages sustained by GEICO and the costs of this suit, including reasonable attorneys' fees. Between 2009 and 2011, GEICO has paid to the Defendant J & J the substantial claim amounts as identified in Exhibit 2.

439. Such Defendants concealed the fraudulent nature of these claims through their misrepresentations and material omissions. In addition to concealing the fraudulent nature of each individual claim, such Defendants also concealed the existence of the overall scheme to defraud.

440. GEICO was damaged by this scheme in that payments were made to the Defendant J & J which would not have otherwise been made but for the fraudulent activities.

**FIFTEENTH CLAIM FOR RELIEF**  
**(Against Defendants J & J, Gabinskaya, Kim, John Doe 7 and ABC Corp. 7)**  
**(Violation of 18 U.S.C. § 1962(c))**  
**(Association In Fact Enterprise)**

441. GEICO repeats and realleges the allegations of paragraphs 1 through 440 of this Complaint with the same force and effect as if set forth fully herein.

442. At all times relevant to this Complaint, the Defendants J & J, Gabinskaya, Kim, John Doe 7 and ABC Corp. 7 constituted a separate associated in fact enterprise within the meaning of 18 U.S.C. § 1961(4), which is engaged in, and the activities of which affect, interstate commerce (the "Associated In Fact Enterprise"). Such enterprise was formed with the common purpose of engaging in fraudulent activities.

443. At all times relevant to this Complaint, such Defendants were "persons" associated with an enterprise within the meaning of 18 U.S.C. §§ 1961(3) and 1965(c), with an existence separate and apart from the Associated In Fact Enterprise.

444. The Defendants conducted or participated, directly or indirectly, in the conduct of the Associated In Fact Enterprise's affairs through a pattern of racketeering activity in

violation of 18 U.S.C. § 1962(c). Gabinskaya was the owner on paper of J & J and enabled the fraudulent billing to take place. Kim provided fictitious and impossible test results to support the improper billing. Gabinskaya as owner on paper of J & J enabled J & J to regularly bill for inflated charges intended to maximum billing even though they were not necessary and could have harmed the patients. The acts alleged herein constitute a pattern of racketeering activity within the meaning of 18 U.S.C. § 1961, to wit, in violation of 18 U.S.C. §§ 1341 and 1343:

- (a) Such Defendants devised and executed a scheme and artifice to defraud GEICO of its money and property by means of false and fraudulent pretenses, representations and promises and by the concealment of material facts regarding the health care claims for payment;
- (b) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants concealed the fact that the Defendant J & J had financial relationships with its referring providers and did not disclose these relationships to its patients and obtain their consent;
- (c) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims in the name of the Defendant J & J for services actually provided by other providers and concealed the fact that the services billed for were illegal self-referrals to providers that the Defendant J & J had financial relationships with;
- (d) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants concealed the fact that the Defendant J & J had cross-referral arrangements with its referring providers and did not disclose these relationships to its patients and obtain their consent;
- (e) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that J & J and Kim had administered nerve conduction velocity tests, needle emg and other electrodiagnostic tests to the patients when in fact no such tests had been administered;
- (f) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that J & J had provided medical consultations to the patients when in fact no such consultations had been provided;

(g) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants submitted fictitious and false test results with impossible findings that could have adversely affected the patients had they been actually relied upon;

(h) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the testing they administered and other services they provided was medically necessary for the care of the patients;

(i) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the services that the Defendant J & J billed for had been administered by employees of the Defendant J & J when in fact the services were administered by independent contractors or had not been administered at all,

(j) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such defendants falsely represented that the Defendant J & J was owned and controlled by physicians and was properly formed and operated under the New York Business Corporation Law;

(k) For the purpose of executing this scheme and artifice to defraud, such Defendants submitted such false and fraudulent claims and information to GEICO and others by use of the mail and interstate wire facilities and caused GEICO to make payments for said fraudulent claims by use of the mail and interstate wire facilities

445. The Defendants have engaged in this scheme from 2009 and up to the present and continuing and if the Court does not provide relief, the fraudulent enterprise will continue to seek to submit and collect fraudulent claims. Every single claim submitted by the Defendants associated with this enterprise has been fraudulent.

446. A list of various mailings constituting a substantial number of the requisite predicate acts is annexed hereto as Exhibit 1.

447. The Enterprise is distinct from, and has an existence beyond, the pattern of racketeering that is described herein, namely by recruiting, overseeing, and coordinating many



professionals and non-professionals who have been responsible for facilitating and performing a variety of administrative and professional functions beyond the acts of mail fraud (i.e. the submission of the fraudulent bills to GEICO and other insurers), by providing benefits for the staff of the enterprise, by creating and maintaining files and other records and by negotiating and executing various facility lease agreements.

448. By reason of such Defendants' violation of 18 U.S.C. § 1962(c), GEICO was injured in its business or property within the meaning of 18 U.S.C. § 1964(c) and is therefore entitled to recover from such Defendants three times the damages sustained by GEICO and the costs of this suit, including reasonable attorneys' fees. Between 2009 and 2011, GEICO has paid to J & J substantial claim amounts as identified in Exhibit 2.

449. The Defendants concealed the fraudulent nature of these claims through their misrepresentations and material omissions. In addition to concealing the fraudulent nature of each individual claim, the Defendants also concealed the existence of the overall scheme to defraud.

450. GEICO was damaged by this scheme in that payments were made to the Defendant J & J which would not have otherwise been made but for the fraudulent activities.

**SIXTEENTH CLAIM FOR RELIEF**  
**(Against Defendants J & J, Gabinskaya, Kim, John Doe 7 and ABC Corp. 7)**  
**(Violation of 18 U.S.C. §1962(d))**

451. GEICO repeats and realleges the allegations of paragraphs 1 through 450 of this Complaint with the same force and effect as if set forth fully herein.

452. The Defendants J & J, Gabinskaya, Kim, John Doe 7 and ABC Corp. 7 have conspired with each other to violate 18 U.S.C. § 1962(c).

453. The Defendants J & J, Gabinskaya, Kim, John Doe 7 and ABC Corp. 7 each agreed to participate in a conspiracy to commit the RICO violation by agreeing to conduct the

affairs of the PC Enterprise or Associated In Fact Enterprise by means of a pattern of racketeering activity, including numerous acts of mail and wire fraud as set forth in Exhibit 1, and through the preparation and/or submission of fraudulent claim documents to GEICO including billing numerous tests in the name of the Defendant J & J that were not administered and through the submission of supporting sham invoices and the preparation and/or submission of fraudulent claim documents to GEICO.

454. The purpose of the conspiracy was to obtain No-Fault payments from GEICO based on sham invoices and fraudulent claim documents. Each of the conspirators was aware of this goal and agreed to take part in facilitating it.

455. GEICO has been injured in its business and property by reason of this conspiratorial conduct, in that it has paid substantial insurance benefits as a result of the unlawful conduct.

456. By virtue of this violation of 18 U.S.C. § 1962(d), the Defendants J & J, Gabinskaya, Kim, John Doe 7 and ABC Corp. 7 are jointly and severally liable to GEICO for three times the damages that GEICO has sustained, plus the costs of this suit, including reasonable attorneys' fees.

457. The Defendants J & J, Gabinskaya, Kim, John Doe 7 and ABC Corp. 7 concealed their conspiratorial conduct, as well as their overall scheme to defraud, from GEICO through their misrepresentations and material omissions. This prevented GEICO from discovering or asserting, until now, the foregoing claim, or the injury resulting therefrom to GEICO.

**SEVENTEENTH CLAIM FOR RELIEF**  
**(Against Defendant J & J)**  
**(Declaratory Judgment)**

458. GEICO repeats and re-alleges each and every allegation contained in paragraphs numbered 1 through 457 hereof as if fully set forth herein.

459. The Defendant J & J has failed to disclose to its patients that it has a financial relationship with its referring providers.

460. In order to be eligible to receive assigned no-fault benefits, an assignee provider must adhere to all applicable New York statutes which grant the authority to provide health services in New York State.

461. The Defendant J & J is a sham and illegal professional medical corporation which is not owned controlled and managed by the Defendant Gabinskaya and the Defendant J & J is engaged in illegal fee splitting with its real owners and its referring providers.

462. The Defendant J & J continues to submit assigned no-fault claims to GEICO.

463. GEICO has and will be prejudiced without a judicial declaration that the Defendant J & J is not entitled to payment of assigned first-party no-fault benefits in any claims from GEICO due to: (1) J & J's failure to disclose its financial relationship with its referring providers to its patients pursuant to Public Health Law §238-d; (2) the fact that J & J is a sham and illegal professional medical corporation which is not owned controlled and managed by the Defendant Gabinskaya; (3) the fact that J & J is engaged in illegal fee splitting with its real owners and its referring providers; and (4) its use of independent contractors to provide services and that the Defendant J & J may not seek to assert a lien against any assignors.

464. There exists a real, actual and justifiable controversy between GEICO and the Defendant J & J.

465. GEICO has no adequate remedy at law.

**EIGHTEENTH CLAIM FOR RELIEF**  
**(Against Defendants Dublin, Kim, John Doe 8 and ABC Corp. 8)**

**(Violation of 18 U.S.C. § 1962(c))  
(PC Enterprise)**

466. GEICO repeats and realleges the allegations of paragraphs 1 through 465 of this Complaint with the same force and effect as if set forth fully herein.

467. At all times relevant to this Complaint, the Defendant Flatlands constituted a separate “enterprise” within the meaning of 18 U.S.C. § 1961(4), which is engaged in, and the activities of which affect, interstate commerce (the “PC Enterprise”).

468. At all times relevant to this Complaint, the Defendants Dublin, Kim, John Doe 8 and ABC Corp. 8 were “persons” associated with an enterprise within the meaning of 18 U.S.C. §§ 1961(3) and 1965(c).

469. The Defendants Dublin, Kim, John Doe 8 and ABC Corp. 8 conducted or participated, directly or indirectly, in the conduct of the PC Enterprise’s affairs through a pattern of racketeering activity in violation of 18 U.S.C. § 1962(c). Dublin was the owner on paper of Flatlands and enabled the fraudulent billing to take place. Kim and Dublin provided fictitious and impossible test results to support the improper billing. Dublin as owner on paper of Flatlands enabled Flatlands to regularly bill for inflated charges intended to maximum billing even though they were not necessary and could have harmed the patients. The acts alleged herein constitute a pattern of racketeering activity within the meaning of 18 U.S.C. § 1961, to wit, in violation of 18 U.S.C. §§ 1341 and 1343:

(a) Such Defendants devised and executed a scheme and artifice to defraud GEICO of its money and property by means of false and fraudulent pretenses, representations and promises and by the concealment of material facts regarding the health care claims for payment;

(b) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants concealed the fact that the Defendant Flatlands had financial

relationships with its referring providers and did not disclose these relationships to its patients and obtain their consent;

(c) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the Defendants Flatlands, Kim and Dublin had administered nerve conduction velocity tests, needle emg and other electrodiagnostic tests to the patients when in fact no such tests had been administered;

(d) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the Defendants Kim and Dublin had provided medical services including range of motion testing, muscle testing and physical performance testing to the patients when in fact no such services had been provided by Dublin and Kim;

(e) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants submitted fictitious and false test results in the names of the Defendants Flatlands, Kim and Dublin with impossible findings that could have adversely affected the patients had they been actually relied upon;

(f) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants submitted separate claims for range of motion testing, muscle testing and other testing which was part of the office examinations which were billed separately;

(g) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the testing they administered and other services they provided was medically necessary for the care of the patients;

(h) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the services that the Defendant Flatlands billed for had been administered by employees of the Defendant Flatlands when in fact the services were administered by independent contractors or had not been administered at all,

(i) For the purpose of executing this scheme and artifice to defraud, such Defendants submitted such false and fraudulent claims and information to GEICO and others by use of the mail and interstate

wire facilities and caused GEICO to make payments for said fraudulent claims by use of the mail and interstate wire facilities

470. The Defendants have engaged in this scheme from 2008 and up to the present and continuing and if the Court does not provide relief, the fraudulent enterprise will continue to seek to submit and collect fraudulent claims. Every single claim submitted by the Defendants associated with this enterprise has been fraudulent.

471. A list of various mailings constituting a substantial number of the requisite predicate acts is annexed hereto as Exhibit 1.

472. By reason of such Defendants' violation of 18 U.S.C. § 1962(c), GEICO was injured in its business or property within the meaning of 18 U.S.C. § 1964(c) and is therefore entitled to recover from such defendants three times the damages sustained by GEICO and the costs of this suit, including reasonable attorneys' fees. Between 2008 and 2011, GEICO has paid to the Defendant Flatlands the substantial claim amounts as identified in Exhibit 2.

473. Such Defendants concealed the fraudulent nature of these claims through their misrepresentations and material omissions. In addition to concealing the fraudulent nature of each individual claim, such Defendants also concealed the existence of the overall scheme to defraud.

474. GEICO was damaged by this scheme in that payments were made to the Defendant Flatlands which would not have otherwise been made but for the fraudulent activities.

**NINETEENTH CLAIM FOR RELIEF**  
**(Against Defendants Flatlands, Dublin, Kim, John Doe 8 and ABC Corp. 8)**  
**(Violation of 18 U.S.C. § 1962(c))**  
**(Association In Fact Enterprise)**

475. GEICO repeats and realleges the allegations of paragraphs 1 through 474 of this Complaint with the same force and effect as if set forth fully herein.



476. At all times relevant to this Complaint, the Defendants Flatlands, Dublin, Kim, John Doe 8 and ABC Corp. 8 constituted a separate associated in fact enterprise within the meaning of 18 U.S.C. § 1961(4), which is engaged in, and the activities of which affect, interstate commerce (the “Associated In Fact Enterprise”). Such enterprise was formed with the common purpose of engaging in fraudulent activities.

477. At all times relevant to this Complaint, such Defendants were “persons” associated with an enterprise within the meaning of 18 U.S.C. §§ 1961(3) and 1965(c), with an existence separate and apart from the Associated In Fact Enterprise.

478. The Defendants conducted or participated, directly or indirectly, in the conduct of the Associated In Fact Enterprise’s affairs through a pattern of racketeering activity in violation of 18 U.S.C. § 1962(c). Dublin was the owner on paper of Flatlands and enabled the fraudulent billing to take place. Kim and Dublin provided fictitious and impossible test results to support the improper billing. Dublin as owner on paper of Flatlands enabled Flatlands to regularly bill for inflated charges intended to maximum billing even though they were not necessary and could have harmed the patients. The acts alleged herein constitute a pattern of racketeering activity within the meaning of 18 U.S.C. § 1961, to wit, in violation of 18 U.S.C. §§ 1341 and 1343:

(a) Such Defendants devised and executed a scheme and artifice to defraud GEICO of its money and property by means of false and fraudulent pretenses, representations and promises and by the concealment of material facts regarding the health care claims for payment;

(b) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants concealed the fact that the Defendant Flatlands had financial relationships with its referring providers and did not disclose these relationships to its patients and obtain their consent;

(c) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the Defendants Flatlands, Kim and Dublin had

administered nerve conduction velocity tests, needle emg and other electrodiagnostic tests to the patients when in fact no such tests had been administered;

(d) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the Defendants Kim and Dublin had provided medical services including range of motion testing, muscle testing and physical performance testing to the patients when in fact no such services had been provided by Kim and Dublin;

(e) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants submitted fictitious and false test results in the names of the Defendants Flatlands, Kim and Dublin with impossible findings that could have adversely affected the patients had they been actually relied upon;

(f) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants submitted separate claims for range of motion testing, muscle testing and other testing which was part of the office examinations which were billed separately;

(g) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the testing they administered and other services they provided was medically necessary for the care of the patients;

(h) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the services that the Defendant Flatlands billed for had been administered by employees of the Defendant Flatlands when in fact the services were administered by independent contractors or had not been administered at all,

(i) For the purpose of executing this scheme and artifice to defraud, such Defendants submitted such false and fraudulent claims and information to GEICO and others by use of the mail and interstate wire facilities and caused GEICO to make payments for said fraudulent claims by use of the mail and interstate wire facilities

479. The Defendants have engaged in this scheme from 2008 and up to the present and continuing and if the Court does not provide relief, the fraudulent enterprise will continue to

seek to submit and collect fraudulent claims. Every single claim submitted by the Defendants associated with this enterprise has been fraudulent.

480. A list of various mailings constituting a substantial number of the requisite predicate acts is annexed hereto as Exhibit 1.

481. The Enterprise is distinct from, and has an existence beyond, the pattern of racketeering that is described herein, namely by recruiting, overseeing, and coordinating many professionals and non-professionals who have been responsible for facilitating and performing a variety of administrative and professional functions beyond the acts of mail fraud (i.e. the submission of the fraudulent bills to GEICO and other insurers), by providing benefits for the staff of the enterprise, by creating and maintaining files and other records and by negotiating and executing various facility lease agreements.

482. By reason of such Defendants' violation of 18 U.S.C. § 1962(c), GEICO was injured in its business or property within the meaning of 18 U.S.C. § 1964(c) and is therefore entitled to recover from such Defendants three times the damages sustained by GEICO and the costs of this suit, including reasonable attorneys' fees. Between 2008 and 2011, GEICO has paid to Flatlands substantial claim amounts as identified in Exhibit 2.

483. The Defendants concealed the fraudulent nature of these claims through their misrepresentations and material omissions. In addition to concealing the fraudulent nature of each individual claim, the Defendants also concealed the existence of the overall scheme to defraud.

484. GEICO was damaged by this scheme in that payments were made to the Defendant Flatlands which would not have otherwise been made but for the fraudulent activities.

**TWENTIETH CLAIM FOR RELIEF**  
**(Against Defendants Flatlands, Dublin, Kim, John Doe 8 and ABC Corp. 8)**  
**(Violation of 18 U.S.C. §1962(d))**

485. GEICO repeats and realleges the allegations of paragraphs 1 through 484 of this Complaint with the same force and effect as if set forth fully herein.

486. The Defendants Flatlands, Dublin, Kim, John Doe 8 and ABC Corp. 8 have conspired with each other to violate 18 U.S.C. § 1962(c).

487. The Defendants Flatlands, Dublin, Kim, John Doe 8 and ABC Corp. 8 each agreed to participate in a conspiracy to commit the RICO violation by agreeing to conduct the affairs of the PC Enterprise or Associated In Fact Enterprise by means of a pattern of racketeering activity, including numerous acts of mail and wire fraud as set forth in Exhibit 1, and through the preparation and/or submission of fraudulent claim documents to GEICO including billing numerous tests in the name of the Defendant Flatlands that were not administered and through the submission of supporting sham invoices and the preparation and/or submission of fraudulent claim documents to GEICO.

488. The purpose of the conspiracy was to obtain No-Fault payments from GEICO based on sham invoices and fraudulent claim documents. Each of the conspirators was aware of this goal and agreed to take part in facilitating it.

489. GEICO has been injured in its business and property by reason of this conspiratorial conduct, in that it has paid substantial insurance benefits as a result of the unlawful conduct.

490. By virtue of this violation of 18 U.S.C. § 1962(d), the Defendants Flatlands, Dublin, Kim, John Doe 8 and ABC Corp. 8 are jointly and severally liable to GEICO for three times the damages that GEICO has sustained, plus the costs of this suit, including reasonable attorneys' fees.

491. The Defendants Flatlands, Dublin, Kim, John Doe 8 and ABC Corp. 8 concealed their conspiratorial conduct, as well as their overall scheme to defraud, from GEICO through their misrepresentations and material omissions. This prevented GEICO from discovering or asserting, until now, the foregoing claim, or the injury resulting therefrom to GEICO.

**TWENTY-FIRST CLAIM FOR RELIEF**  
**(Against Defendant Flatlands)**  
**(Declaratory Judgment)**

492. GEICO repeats and re-alleges each and every allegation contained in paragraphs numbered 1 through 491 hereof as if fully set forth herein.

493. The Defendant Flatlands has failed to disclose to its patients that it has a financial relationship with its referring providers.

494. In order to be eligible to receive assigned no-fault benefits, an assignee provider must adhere to all applicable New York statutes which grant the authority to provide health services in New York State.

495. The Defendant Flatlands continues to submit assigned no-fault claims to GEICO.

496. GEICO has and will be prejudiced without a judicial declaration that the Defendant Flatlands is not entitled to payment of assigned first-party no-fault benefits in any claims from GEICO due to: (1) Flatlands' failure to disclose its financial relationship with its referring providers to its patients pursuant to Public Health Law §238-d; (2) the fact that Flatlands is engaged in illegal fee splitting with its real owners and its referring providers; (3) the fact that Flatlands is a sham and illegal professional medical corporation which is not owned controlled and managed by the Defendant Dublin; and (4) its use of independent contractors to provide services and that the Defendant Flatlands may not seek to assert a lien against any assignors.

497. There exists a real, actual and justifiable controversy between GEICO and the Defendant Flatlands.

498. GEICO has no adequate remedy at law.

**TWENTY-SECOND CLAIM FOR RELIEF**  
**(Against Defendants Dublin, Kim, Berardi, John Doe 9 and ABC Corp. 9)**  
**(Violation of 18 U.S.C. § 1962(c))**  
**(PC Enterprise)**

499. GEICO repeats and realleges the allegations of paragraphs 1 through 498 of this Complaint with the same force and effect as if set forth fully herein.

500. At all times relevant to this Complaint, the Defendant MDJ constituted a separate “enterprise” within the meaning of 18 U.S.C. § 1961(4), which is engaged in, and the activities of which affect, interstate commerce (the “PC Enterprise”).

501. At all times relevant to this Complaint, the Defendants Dublin, Kim, Berardi, John Doe 9 and ABC Corp. 9 were “persons” associated with an enterprise within the meaning of 18 U.S.C. §§ 1961(3) and 1965(c).

502. The Defendants Dublin, Kim, Berardi, John Doe 9 and ABC Corp. 9 conducted or participated, directly or indirectly, in the conduct of the PC Enterprise’s affairs through a pattern of racketeering activity in violation of 18 U.S.C. § 1962(c). Berardi was the owner on paper of MDJ and enabled the fraudulent billing to take place. Kim and Dublin provided fictitious and impossible test results to support the improper billing. Berardi as owner on paper of MDJ enabled MDJ to regularly bill for inflated charges intended to maximum billing even though they were not necessary and could have harmed the patients. The acts alleged herein constitute a pattern of racketeering activity within the meaning of 18 U.S.C. § 1961, to wit, in violation of 18 U.S.C. §§ 1341 and 1343:



(a) Such Defendants devised and executed a scheme and artifice to defraud GEICO of its money and property by means of false and fraudulent pretenses, representations and promises and by the concealment of material facts regarding the health care claims for payment;

(b) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants concealed the fact that the Defendant MDJ had financial relationships with its referring providers and did not disclose these relationships to its patients and obtain their consent;

(c) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the Defendants MDJ, Kim and Dublin had administered nerve conduction velocity tests, needle emg and other electrodiagnostic tests to the patients when in fact no such tests had been administered;

(d) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the Defendants Kim and Dublin had provided medical services including testing to the patients when in fact no such services had been provided by Dublin and Kim;

(e) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants submitted fictitious and false test results in the names of the Defendants MDJ, Kim and Dublin with impossible findings that could have adversely affected the patients had they been actually relied upon;

(f) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants submitted separate claims for range of motion testing, muscle testing and other testing which was part of the office examinations which were billed separately;

(g) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the testing they administered and other services they provided was medically necessary for the care of the patients;

(h) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the services that the Defendant MDJ billed for

had been administered by employees of the Defendant MDJ when in fact the services were administered by independent contractors or had not been administered at all,

(i) For the purpose of executing this scheme and artifice to defraud, such Defendants submitted such false and fraudulent claims and information to GEICO and others by use of the mail and interstate wire facilities and caused GEICO to make payments for said fraudulent claims by use of the mail and interstate wire facilities

503. The Defendants have engaged in this scheme from 2009 and up to the present and continuing and if the Court does not provide relief, the fraudulent enterprise will continue to seek to submit and collect fraudulent claims. Every single claim submitted by the Defendants associated with this enterprise has been fraudulent.

504. A list of various mailings constituting a substantial number of the requisite predicate acts is annexed hereto as Exhibit 1.

505. By reason of such Defendants' violation of 18 U.S.C. § 1962(c), GEICO was injured in its business or property within the meaning of 18 U.S.C. § 1964(c) and is therefore entitled to recover from such defendants three times the damages sustained by GEICO and the costs of this suit, including reasonable attorneys' fees. Between 2009 and 2011, GEICO has paid to the Defendant MDJ the substantial claim amounts as identified in Exhibit 2.

506. Such Defendants concealed the fraudulent nature of these claims through their misrepresentations and material omissions. In addition to concealing the fraudulent nature of each individual claim, such Defendants also concealed the existence of the overall scheme to defraud.

507. GEICO was damaged by this scheme in that payments were made to the Defendant MDJ which would not have otherwise been made but for the fraudulent activities.

**TWENTY-THIRD CLAIM FOR RELIEF**

**(Against Defendants MDJ, Dublin, Kim, Berardi, John Doe 9 and ABC Corp. 9)  
(Violation of 18 U.S.C. § 1962(c))  
(Association In Fact Enterprise)**

508. GEICO repeats and realleges the allegations of paragraphs 1 through 507 of this Complaint with the same force and effect as if set forth fully herein.

509. At all times relevant to this Complaint, the Defendants MDJ, Dublin, Kim, Berardi, John Doe 9 and ABC Corp. 9 constituted a separate associated in fact enterprise within the meaning of 18 U.S.C. § 1961(4), which is engaged in, and the activities of which affect, interstate commerce (the “Associated In Fact Enterprise”). Such enterprise was formed with the common purpose of engaging in fraudulent activities.

510. At all times relevant to this Complaint, such Defendants were “persons” associated with an enterprise within the meaning of 18 U.S.C. §§ 1961(3) and 1965(c), with an existence separate and apart from the Associated In Fact Enterprise.

511. The Defendants conducted or participated, directly or indirectly, in the conduct of the Associated In Fact Enterprise’s affairs through a pattern of racketeering activity in violation of 18 U.S.C. § 1962(c). Berardi was the owner on paper of MDJ and enabled the fraudulent billing to take place. Kim and Dublin provided fictitious and impossible test results to support the improper billing. Berardi as owner on paper of MDJ enabled MDJ to regularly bill for inflated charges intended to maximum billing even though they were not necessary and could have harmed the patients. The acts alleged herein constitute a pattern of racketeering activity within the meaning of 18 U.S.C. § 1961, to wit, in violation of 18 U.S.C. §§ 1341 and 1343:

- (a) Such Defendants devised and executed a scheme and artifice to defraud GEICO of its money and property by means of false and fraudulent pretenses, representations and promises and by the concealment of material facts regarding the health care claims for payment;

(b) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants concealed the fact that the Defendant MDJ had financial relationships with its referring providers and did not disclose these relationships to its patients and obtain their consent;

(c) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the Defendants MDJ, Kim and Dublin had administered nerve conduction velocity tests, needle emg and other electrodiagnostic tests to the patients when in fact no such tests had been administered;

(d) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the Defendants Kim and Dublin had provided medical services including testing to the patients when in fact no such services had been provided by Dublin and Kim;

(e) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants submitted fictitious and false test results in the names of the Defendants MDJ, Kim and Dublin with impossible findings that could have adversely affected the patients had they been actually relied upon;

(f) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants submitted separate claims for range of motion testing, muscle testing and other testing which was part of the office examinations which were billed separately;

(g) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the testing they administered and other services they provided was medically necessary for the care of the patients;

(h) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the services that the Defendant MDJ billed for had been administered by employees of the Defendant MDJ when in fact the services were administered by independent contractors or had not been administered at all,

(i) For the purpose of executing this scheme and artifice to defraud, such Defendants submitted such false and fraudulent claims and information to GEICO and others by use of the mail and interstate wire facilities and caused GEICO to make payments for said fraudulent claims by use of the mail and interstate wire facilities

512. The Defendants have engaged in this scheme from 2009 and up to the present and continuing and if the Court does not provide relief, the fraudulent enterprise will continue to seek to submit and collect fraudulent claims. Every single claim submitted by the Defendants associated with this enterprise has been fraudulent.

513. A list of various mailings constituting a substantial number of the requisite predicate acts is annexed hereto as Exhibit 1.

514. The Enterprise is distinct from, and has an existence beyond, the pattern of racketeering that is described herein, namely by recruiting, overseeing, and coordinating many professionals and non-professionals who have been responsible for facilitating and performing a variety of administrative and professional functions beyond the acts of mail fraud (i.e. the submission of the fraudulent bills to GEICO and other insurers), by providing benefits for the staff of the enterprise, by creating and maintaining files and other records and by negotiating and executing various facility lease agreements.

515. By reason of such Defendants' violation of 18 U.S.C. § 1962(c), GEICO was injured in its business or property within the meaning of 18 U.S.C. § 1964(c) and is therefore entitled to recover from such Defendants three times the damages sustained by GEICO and the costs of this suit, including reasonable attorneys' fees. Between 2009 and 2011, GEICO has paid to MDJ substantial claim amounts as identified in Exhibit 2.

516. The Defendants concealed the fraudulent nature of these claims through their misrepresentations and material omissions. In addition to concealing the fraudulent nature of each individual claim, the Defendants also concealed the existence of the overall scheme to defraud.

517. GEICO was damaged by this scheme in that payments were made to the Defendant MDJ which would not have otherwise been made but for the fraudulent activities.

**TWENTY-FOURTH CLAIM FOR RELIEF**  
**(Against Defendants MDJ, Dublin, Kim, Berardi, John Doe 9 and ABC Corp. 9)**  
**(Violation of 18 U.S.C. §1962(d))**

518. GEICO repeats and realleges the allegations of paragraphs 1 through 517 of this Complaint with the same force and effect as if set forth fully herein.

519. The Defendants MDJ, Dublin, Kim, Berardi, John Doe 9 and ABC Corp. 9 have conspired with each other to violate 18 U.S.C. § 1962(c).

520. The Defendants MDJ, Dublin, Kim, Berardi, John Doe 9 and ABC Corp. 9 each agreed to participate in a conspiracy to commit the RICO violation by agreeing to conduct the affairs of the PC Enterprise or Associated In Fact Enterprise by means of a pattern of racketeering activity, including numerous acts of mail and wire fraud as set forth in Exhibit 1, and through the preparation and/or submission of fraudulent claim documents to GEICO including billing numerous tests in the name of the Defendant MDJ that were not administered and through the submission of supporting sham invoices and the preparation and/or submission of fraudulent claim documents to GEICO.

521. The purpose of the conspiracy was to obtain No-Fault payments from GEICO based on sham invoices and fraudulent claim documents. Each of the conspirators was aware of this goal and agreed to take part in facilitating it.



522. GEICO has been injured in its business and property by reason of this conspiratorial conduct, in that it has paid substantial insurance benefits as a result of the unlawful conduct.

523. By virtue of this violation of 18 U.S.C. § 1962(d), the Defendants MDJ, Dublin, Kim, Berardi, John Doe 9 and ABC Corp. 9 are jointly and severally liable to GEICO for three times the damages that GEICO has sustained, plus the costs of this suit, including reasonable attorneys' fees.

524. The Defendants MDJ, Dublin, Kim, Berardi, John Doe 9 and ABC Corp. 9 concealed their conspiratorial conduct, as well as their overall scheme to defraud, from GEICO through their misrepresentations and material omissions. This prevented GEICO from discovering or asserting, until now, the foregoing claim, or the injury resulting therefrom to GEICO.

**TWENTY-FIFTH CLAIM FOR RELIEF**  
**(Against Defendant MDJ)**  
**(Declaratory Judgment)**

525. GEICO repeats and re-alleges each and every allegation contained in paragraphs numbered 1 through 524 hereof as if fully set forth herein.

526. GEICO's policy requires full compliance with the terms of coverage, including that the eligible injured person or that person's assignee or representative, upon request by GEICO shall submit to an examination under oath and provide any other pertinent information that may assist GEICO in determining the amount due and payable on the claims.

527. Compliance with the terms of coverage including appearing at an examination under oath is a condition precedent to coverage under the policy and no claim can lie under the policy once such a condition precedent has been violated.

528. The Defendant MDJ, as the assignee of numerous claimants, has breached a condition precedent by refusing, without explanation, to appear and to testify at the required EUO or to provide any dates for a rescheduling of the examination.

529. The Defendant MDJ has violated the condition precedents and is therefore not entitled to the payment of any assigned first-party no-fault benefits. Furthermore, Dumont may not seek to assert a lien against its assignors.

530. Based upon MDJ's failure to comply with the GEICO policy condition requiring cooperation by way of their testimony, GEICO is entitled to a declaration that it has no duty to pay MDJ for any claims asserted against it and that Dumont may not seek to assert a lien against any assignors.

531. The Defendant MDJ has failed to disclose to its patients that it has a financial relationship with its referring providers.

532. In order to be eligible to receive assigned no-fault benefits, an assignee provider must adhere to all applicable New York statutes which grant the authority to provide health services in New York State.

533. MDJ is a sham and illegal professional medical corporation which is not owned controlled and/or managed by the Defendant Berardi and MDJ is engaged in illegal fee splitting with its real owners and its referring providers.

534. The Defendant MDJ continues to submit assigned no-fault claims to GEICO.

535. GEICO has and will be prejudiced without a judicial declaration that the Defendant MDJ is not entitled to payment of assigned first-party no-fault benefits in any claims from GEICO due to: (1) MDJ's breach of the condition precedent enumerated in the GEICO policy; (2) MDJ's failure to disclose its financial relationship with its referring providers to its

patients pursuant to Public Health Law §238-d; (3) the fact that MDJ is a sham and illegal professional medical corporation which is not owned controlled and managed by the Defendant Berardi; (4) the fact that MDJ is engaged in illegal fee splitting with its real owners and its referring providers; and (5) its use of independent contractors to provide services and that the Defendant MDJ may not seek to assert a lien against any assignors.

536. There exists a real, actual and justifiable controversy between GEICO and the Defendant MDJ.

537. GEICO has no adequate remedy at law.

**TWENTY-SIXTH CLAIM FOR RELIEF**  
**(Against Defendants Kim, Berardi, John Doe 10 and ABC Corp. 10)**  
**(Violation of 18 U.S.C. § 1962(c))**  
**(PC Enterprise)**

538. GEICO repeats and realleges the allegations of paragraphs 1 through 537 of this Complaint with the same force and effect as if set forth fully herein.

539. At all times relevant to this Complaint, the Defendant Neomy constituted a separate “enterprise” within the meaning of 18 U.S.C. § 1961(4), which is engaged in, and the activities of which affect, interstate commerce (the “PC Enterprise”).

540. At all times relevant to this Complaint, the Defendants Kim, Berardi, John Doe 10 and ABC Corp. 10 were “persons” associated with an enterprise within the meaning of 18 U.S.C. §§ 1961(3) and 1965(c).

541. The Defendants Kim, Berardi, John Doe 10 and ABC Corp. 10 conducted or participated, directly or indirectly, in the conduct of the PC Enterprise’s affairs through a pattern of racketeering activity in violation of 18 U.S.C. § 1962(c). Berardi was the owner on paper of Neomy and enabled the fraudulent billing to take place. Kim and Berardi provided fictitious and impossible test results to support the improper billing. Berardi as owner on paper of Neomy enabled Neomy to

regularly bill for inflated charges intended to maximum billing even though they were not necessary and could have harmed the patients. The acts alleged herein constitute a pattern of racketeering activity within the meaning of 18 U.S.C. § 1961, to wit, in violation of 18 U.S.C. §§ 1341 and 1343:

(a) Such Defendants devised and executed a scheme and artifice to defraud GEICO of its money and property by means of false and fraudulent pretenses, representations and promises and by the concealment of material facts regarding the health care claims for payment;

(b) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants concealed the fact that the Defendant Neomy had financial relationships with its referring providers and did not disclose these relationships to its patients and obtain their consent;

(c) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the Defendants Neomy and Kim had administered nerve conduction velocity tests, needle emg and other electrodiagnostic tests to the patients when in fact no such tests had been administered;

(d) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the Defendants Kim had provided medical services including testing to the patients when in fact no such services had been provided by Kim;

(e) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants submitted fictitious and false test results in the names of the Defendants Neomy. Kim with impossible findings that could have adversely affected the patients had they been actually relied upon;

(f) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants submitted separate claims for range of motion testing, muscle testing and other testing which was part of the office examinations which were billed separately;

(g) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the testing they administered and other

services they provided was medically necessary for the care of the patients;

(h) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the services that the Defendant Neomy billed for had been administered by employees of the Defendant Neomy when in fact the services were administered by independent contractors or had not been administered at all,

(i) For the purpose of executing this scheme and artifice to defraud, such Defendants submitted such false and fraudulent claims and information to GEICO and others by use of the mail and interstate wire facilities and caused GEICO to make payments for said fraudulent claims by use of the mail and interstate wire facilities

542. The Defendants have engaged in this scheme from 2005 and up to the present and continuing and if the Court does not provide relief, the fraudulent enterprise will continue to seek to submit and collect fraudulent claims. Every single claim submitted by the Defendants associated with this enterprise has been fraudulent.

543. A list of various mailings constituting a substantial number of the requisite predicate acts is annexed hereto as Exhibit 1.

544. By reason of such Defendants' violation of 18 U.S.C. § 1962(c), GEICO was injured in its business or property within the meaning of 18 U.S.C. § 1964(c) and is therefore entitled to recover from such defendants three times the damages sustained by GEICO and the costs of this suit, including reasonable attorneys' fees. Between 2005 and 2011, GEICO has paid to the Defendant Neomy the substantial claim amounts as identified in Exhibit 2.

545. Such Defendants concealed the fraudulent nature of these claims through their misrepresentations and material omissions. In addition to concealing the fraudulent nature of each individual claim, such Defendants also concealed the existence of the overall scheme to defraud.

546. GEICO was damaged by this scheme in that payments were made to the Defendant NEOMY which would not have otherwise been made but for the fraudulent activities.

**TWENTY-SEVENTH CLAIM FOR RELIEF**  
**(Against Defendants Neomy, Kim, Berardi, John Doe 10 and ABC Corp. 10)**  
**(Violation of 18 U.S.C. § 1962(c))**  
**(Association In Fact Enterprise)**

547. GEICO repeats and realleges the allegations of paragraphs 1 through 546 of this Complaint with the same force and effect as if set forth fully herein.

548. At all times relevant to this Complaint, the Defendants Neomy, Kim, Berardi, John Doe 10 and ABC Corp. 10 constituted a separate associated in fact enterprise within the meaning of 18 U.S.C. § 1961(4), which is engaged in, and the activities of which affect, interstate commerce (the "Associated In Fact Enterprise"). Such enterprise was formed with the common purpose of engaging in fraudulent activities.

549. At all times relevant to this Complaint, such Defendants were "persons" associated with an enterprise within the meaning of 18 U.S.C. §§ 1961(3) and 1965(c), with an existence separate and apart from the Associated In Fact Enterprise.

550. The Defendants conducted or participated, directly or indirectly, in the conduct of the Associated In Fact Enterprise's affairs through a pattern of racketeering activity in violation of 18 U.S.C. § 1962(c). Berardi was the owner on paper of Neomy and enabled the fraudulent billing to take place. Kim and Berardi provided fictitious and impossible test results to support the improper billing. Berardi as owner on paper of Neomy enabled Neomy to regularly bill for inflated charges intended to maximum billing even though they were not necessary and could have harmed the patients. The acts alleged herein constitute a pattern of racketeering activity within the meaning of 18 U.S.C. § 1961, to wit, in violation of 18 U.S.C. §§ 1341 and 1343:



(a) Such Defendants devised and executed a scheme and artifice to defraud GEICO of its money and property by means of false and fraudulent pretenses, representations and promises and by the concealment of material facts regarding the health care claims for payment;

(b) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants concealed the fact that the Defendant Neomy had financial relationships with its referring providers and did not disclose these relationships to its patients and obtain their consent;

(c) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the Defendants Neomy and Kim had administered nerve conduction velocity tests, needle emg and other electrodiagnostic tests to the patients when in fact no such tests had been administered;

(d) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the Defendants Kim had provided medical services including testing to the patients when in fact no such services had been provided by Kim;

(e) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants submitted fictitious and false test results in the names of the Defendants Neomy. Kim with impossible findings that could have adversely affected the patients had they been actually relied upon;

(f) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants submitted separate claims for range of motion testing, muscle testing and other testing which was part of the office examinations which were billed separately;

(g) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the testing they administered and other services they provided was medically necessary for the care of the patients;

(h) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that

such Defendants falsely represented that the services that the Defendant Neomy billed for had been administered by employees of the Defendant Neomy when in fact the services were administered by independent contractors or had not been administered at all,

(i) For the purpose of executing this scheme and artifice to defraud, such Defendants submitted such false and fraudulent claims and information to GEICO and others by use of the mail and interstate wire facilities and caused GEICO to make payments for said fraudulent claims by use of the mail and interstate wire facilities

551. The Defendants have engaged in this scheme from 2005 and up to the present and continuing and if the Court does not provide relief, the fraudulent enterprise will continue to seek to submit and collect fraudulent claims. Every single claim submitted by the Defendants associated with this enterprise has been fraudulent.

552. A list of various mailings constituting a substantial number of the requisite predicate acts is annexed hereto as Exhibit 1.

553. The Enterprise is distinct from, and has an existence beyond, the pattern of racketeering that is described herein, namely by recruiting, overseeing, and coordinating many professionals and non-professionals who have been responsible for facilitating and performing a variety of administrative and professional functions beyond the acts of mail fraud (i.e. the submission of the fraudulent bills to GEICO and other insurers), by providing benefits for the staff of the enterprise, by creating and maintaining files and other records and by negotiating and executing various facility lease agreements.

554. By reason of such Defendants' violation of 18 U.S.C. § 1962(c), GEICO was injured in its business or property within the meaning of 18 U.S.C. § 1964(c) and is therefore entitled to recover from such Defendants three times the damages sustained by GEICO and the costs

of this suit, including reasonable attorneys' fees. Between 2005 and 2011, GEICO has paid to Neomy substantial claim amounts as identified in Exhibit 2.

555. The Defendants concealed the fraudulent nature of these claims through their misrepresentations and material omissions. In addition to concealing the fraudulent nature of each individual claim, the Defendants also concealed the existence of the overall scheme to defraud.

556. GEICO was damaged by this scheme in that payments were made to the Defendant Neomy which would not have otherwise been made but for the fraudulent activities.

**TWENTY-EIGHTH CLAIM FOR RELIEF**  
**(Against Defendants Neomy, Kim, Berardi, John Doe 10 and ABC Corp. 10)**  
**(Violation of 18 U.S.C. §1962(d))**

557. GEICO repeats and realleges the allegations of paragraphs 1 through 556 of this Complaint with the same force and effect as if set forth fully herein.

558. The Defendants Neomy, Kim, Berardi, John Doe 10 and ABC Corp. 10 have conspired with each other to violate 18 U.S.C. § 1962(c).

559. The Defendants Neomy, Kim, Berardi, John Doe 10 and ABC Corp. 10 each agreed to participate in a conspiracy to commit the RICO violation by agreeing to conduct the affairs of the PC Enterprise or Associated In Fact Enterprise by means of a pattern of racketeering activity, including numerous acts of mail and wire fraud as set forth in Exhibit 1, and through the preparation and/or submission of fraudulent claim documents to GEICO including billing numerous tests in the name of the Defendant Neomy that were not administered and through the submission of supporting sham invoices and the preparation and/or submission of fraudulent claim documents to GEICO.

560. The purpose of the conspiracy was to obtain No-Fault payments from GEICO based on sham invoices and fraudulent claim documents. Each of the conspirators was aware of this goal and agreed to take part in facilitating it.

561. GEICO has been injured in its business and property by reason of this conspiratorial conduct, in that it has paid substantial insurance benefits as a result of the unlawful conduct.

562. By virtue of this violation of 18 U.S.C. § 1962(d), the Defendants Neomy , Dublin, Kim, Berardi, John Doe 10 and ABC Corp. 10 are jointly and severally liable to GEICO for three times the damages that GEICO has sustained, plus the costs of this suit, including reasonable attorneys' fees.

563. The Defendants Neomy, Kim, Berardi, John Doe 10 and ABC Corp. 10 concealed their conspiratorial conduct, as well as their overall scheme to defraud, from GEICO through their misrepresentations and material omissions. This prevented GEICO from discovering or asserting, until now, the foregoing claim, or the injury resulting therefrom to GEICO.

**TWENTY-NINTH CLAIM FOR RELIEF**  
**(Against Defendant Neomy)**  
**(Declaratory Judgment)**

564. GEICO repeats and re-alleges each and every allegation contained in paragraphs numbered 1 through 563 hereof as if fully set forth herein.

565. The Defendant Neomy has failed to disclose to its patients that it has a financial relationship with its referring providers.

566. In order to be eligible to receive assigned no-fault benefits, an assignee provider must adhere to all applicable New York statutes which grant the authority to provide health services in New York State.

567. Neomy is a sham and illegal professional medical corporation which is not owned controlled and/or managed by the Defendant Berardi and Neomy is engaged in illegal fee splitting with its real owners and its referring providers.

568. The Defendant Neomy continues to submit assigned no-fault claims to GEICO.

569. GEICO has and will be prejudiced without a judicial declaration that the Defendant Neomy is not entitled to payment of assigned first-party no-fault benefits in any claims from GEICO due to: (1) Neomy's failure to disclose its financial relationship with its referring providers to its patients pursuant to Public Health Law §238-d; (2) the fact that Neomy is a sham and illegal professional medical corporation which is not owned controlled and managed by the Defendant Berardi; (3) the fact that Neomy is engaged in illegal fee splitting with its real owners and its referring providers; and (4) its use of independent contractors to provide services and that the Defendant Neomy may not seek to assert a lien against any assignors.

570. There exists a real, actual and justifiable controversy between GEICO and the Defendant Neomy.

571. GEICO has no adequate remedy at law.

**THIRTIETH CLAIM FOR RELIEF**  
**(Against Defendants Kim, Tsinberg, John Doe 11 and ABC Corp. 11)**  
**(Violation of 18 U.S.C. § 1962(c))**  
**(PC Enterprise)**

572. GEICO repeats and realleges the allegations of paragraphs 1 through 571 of this Complaint with the same force and effect as if set forth fully herein.

573. At all times relevant to this Complaint, the Defendant Saturn constituted a separate "enterprise" within the meaning of 18 U.S.C. § 1961(4), which is engaged in, and the activities of which affect, interstate commerce (the "PC Enterprise").

574. At all times relevant to this Complaint, the Defendants Kim, Tsinberg, John Doe 11 and ABC Corp. 11 were “persons” associated with an enterprise within the meaning of 18 U.S.C. §§ 1961(3) and 1965(c).

575. The Defendants Kim, Tsinberg, John Doe 11 and ABC Corp. 11 conducted or participated, directly or indirectly, in the conduct of the PC Enterprise’s affairs through a pattern of racketeering activity in violation of 18 U.S.C. § 1962(c). Tsinberg was the owner on paper of Saturn and enabled the fraudulent billing to take place. Kim provided fictitious and impossible test results to support the improper billing. Tsinberg as owner on paper of Saturn enabled Saturn to regularly bill for inflated charges intended to maximum billing even though they were not necessary and could have harmed the patients. The acts alleged herein constitute a pattern of racketeering activity within the meaning of 18 U.S.C. § 1961, to wit, in violation of 18 U.S.C. §§ 1341 and 1343:

(a) Such Defendants devised and executed a scheme and artifice to defraud GEICO of its money and property by means of false and fraudulent pretenses, representations and promises and by the concealment of material facts regarding the health care claims for payment;

(b) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants concealed the fact that the Defendant Saturn had financial relationships with its referring providers and did not disclose these relationships to its patients and obtain their consent;

(c) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the Defendants Saturn and Kim had administered nerve conduction velocity tests, needle emg and other electrodiagnostic tests to the patients when in fact no such tests had been administered;

(d) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the Defendant Kim had provided medical services including testing to the patients when in fact no such services had been provided by Kim;

(e) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants submitted fictitious and false test results in the names of the Defendants Saturn and Kim with impossible findings that could have adversely affected the patients had they been actually relied upon;

(f) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the testing they administered and other services they provided was medically necessary for the care of the patients;

(g) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the services that the Defendant Saturn billed for had been administered by employees of the Defendant Saturn when in fact the services were administered by independent contractors or had not been administered at all,

(h) For the purpose of executing this scheme and artifice to defraud, such Defendants submitted such false and fraudulent claims and information to GEICO and others by use of the mail and interstate wire facilities and caused GEICO to make payments for said fraudulent claims by use of the mail and interstate wire facilities

576. The Defendants have engaged in this scheme from 2008 and up to the present and continuing and if the Court does not provide relief, the fraudulent enterprise will continue to seek to submit and collect fraudulent claims. Every single claim submitted by the Defendants associated with this enterprise has been fraudulent.

577. A list of various mailings constituting a substantial number of the requisite predicate acts is annexed hereto as Exhibit 1.

578. By reason of such Defendants' violation of 18 U.S.C. § 1962(c), GEICO was injured in its business or property within the meaning of 18 U.S.C. § 1964(c) and is therefore entitled to recover from such defendants three times the damages sustained by GEICO and the costs of this suit, including reasonable attorneys' fees. Between 2008 and 2011, GEICO has paid to the Defendant Saturn the substantial claim amounts as identified in Exhibit 2.



579. Such Defendants concealed the fraudulent nature of these claims through their misrepresentations and material omissions. In addition to concealing the fraudulent nature of each individual claim, such Defendants also concealed the existence of the overall scheme to defraud.

580. GEICO was damaged by this scheme in that payments were made to the Defendant Saturn which would not have otherwise been made but for the fraudulent activities.

**THIRTY-FIRST CLAIM FOR RELIEF**  
**(Against Defendants Saturn, Kim, Tsinberg, John Doe 11 and ABC Corp. 11)**  
**(Violation of 18 U.S.C. § 1962(c))**  
**(Association In Fact Enterprise)**

581. GEICO repeats and realleges the allegations of paragraphs 1 through 580 of this Complaint with the same force and effect as if set forth fully herein.

582. At all times relevant to this Complaint, the Defendants Saturn, Kim, Tsinberg, John Doe 11 and ABC Corp. 11 constituted a separate associated in fact enterprise within the meaning of 18 U.S.C. § 1961(4), which is engaged in, and the activities of which affect, interstate commerce (the “Associated In Fact Enterprise”). Such enterprise was formed with the common purpose of engaging in fraudulent activities.

583. At all times relevant to this Complaint, such Defendants were “persons” associated with an enterprise within the meaning of 18 U.S.C. §§ 1961(3) and 1965(c), with an existence separate and apart from the Associated In Fact Enterprise.

584. The Defendants conducted or participated, directly or indirectly, in the conduct of the Associated In Fact Enterprise’s affairs through a pattern of racketeering activity in violation of 18 U.S.C. § 1962(c). Tsinberg was the owner on paper of Saturn and enabled the fraudulent billing to take place. Kim provided fictitious and impossible test results to support the improper billing. Tsinberg as owner on paper of Saturn enabled Saturn to regularly bill for inflated

charges intended to maximum billing even though they were not necessary and could have harmed the patients. The acts alleged herein constitute a pattern of racketeering activity within the meaning of 18 U.S.C. § 1961, to wit, in violation of 18 U.S.C. §§ 1341 and 1343:

(a) Such Defendants devised and executed a scheme and artifice to defraud GEICO of its money and property by means of false and fraudulent pretenses, representations and promises and by the concealment of material facts regarding the health care claims for payment;

(b) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants concealed the fact that the Defendant Saturn had financial relationships with its referring providers and did not disclose these relationships to its patients and obtain their consent;

(c) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the Defendants Saturn and Kim had administered nerve conduction velocity tests, needle emg and other electrodiagnostic tests to the patients when in fact no such tests had been administered;

(d) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the Defendant Kim had provided medical services including testing to the patients when in fact no such services had been provided by Kim;

(e) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants submitted fictitious and false test results in the names of the Defendants Saturn and Kim with impossible findings that could have adversely affected the patients had they been actually relied upon;

(f) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the testing they administered and other services they provided was medically necessary for the care of the patients;

(g) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that

such Defendants falsely represented that the services that the Defendant Saturn billed for had been administered by employees of the Defendant Saturn when in fact the services were administered by independent contractors or had not been administered at all,

(h) For the purpose of executing this scheme and artifice to defraud, such Defendants submitted such false and fraudulent claims and information to GEICO and others by use of the mail and interstate wire facilities and caused GEICO to make payments for said fraudulent claims by use of the mail and interstate wire facilities

585. The Defendants have engaged in this scheme from 2008 and up to the present and continuing and if the Court does not provide relief, the fraudulent enterprise will continue to seek to submit and collect fraudulent claims. Every single claim submitted by the Defendants associated with this enterprise has been fraudulent.

586. A list of various mailings constituting a substantial number of the requisite predicate acts is annexed hereto as Exhibit 1.

587. The Enterprise is distinct from, and has an existence beyond, the pattern of racketeering that is described herein, namely by recruiting, overseeing, and coordinating many professionals and non-professionals who have been responsible for facilitating and performing a variety of administrative and professional functions beyond the acts of mail fraud (i.e. the submission of the fraudulent bills to GEICO and other insurers), by providing benefits for the staff of the enterprise, by creating and maintaining files and other records and by negotiating and executing various facility lease agreements.

588. By reason of such Defendants' violation of 18 U.S.C. § 1962(c), GEICO was injured in its business or property within the meaning of 18 U.S.C. § 1964(c) and is therefore entitled to recover from such Defendants three times the damages sustained by GEICO and the costs

of this suit, including reasonable attorneys' fees. Between 2008 and 2011, GEICO has paid to Saturn substantial claim amounts as identified in Exhibit 2.

589. The Defendants concealed the fraudulent nature of these claims through their misrepresentations and material omissions. In addition to concealing the fraudulent nature of each individual claim, the Defendants also concealed the existence of the overall scheme to defraud.

590. GEICO was damaged by this scheme in that payments were made to the Defendant Saturn which would not have otherwise been made but for the fraudulent activities.

**THIRTY-SECOND CLAIM FOR RELIEF**  
**(Against Defendants Saturn, Kim, Tsinberg, John Doe 11 and ABC Corp. 11)**  
**(Violation of 18 U.S.C. §1962(d))**

591. GEICO repeats and realleges the allegations of paragraphs 1 through 590 of this Complaint with the same force and effect as if set forth fully herein.

592. The Defendants Saturn, Kim, Tsinberg, John Doe 11 and ABC Corp. 11 have conspired with each other to violate 18 U.S.C. § 1962(c).

593. The Defendants Saturn, Kim, Tsinberg, John Doe 11 and ABC Corp. 11 each agreed to participate in a conspiracy to commit the RICO violation by agreeing to conduct the affairs of the PC Enterprise or Associated In Fact Enterprise by means of a pattern of racketeering activity, including numerous acts of mail and wire fraud as set forth in Exhibit 1, and through the preparation and/or submission of fraudulent claim documents to GEICO including billing numerous tests in the name of the Defendant Saturn that were not administered and through the submission of supporting sham invoices and the preparation and/or submission of fraudulent claim documents to GEICO.

594. The purpose of the conspiracy was to obtain No-Fault payments from GEICO based on sham invoices and fraudulent claim documents. Each of the conspirators was aware of this goal and agreed to take part in facilitating it.

595. GEICO has been injured in its business and property by reason of this conspiratorial conduct, in that it has paid substantial insurance benefits as a result of the unlawful conduct.

596. By virtue of this violation of 18 U.S.C. § 1962(d), the Defendants Saturn , Kim, Tsinberg, John Doe 11 and ABC Corp. 11 are jointly and severally liable to GEICO for three times the damages that GEICO has sustained, plus the costs of this suit, including reasonable attorneys' fees.

597. The Defendants Saturn, Kim, Tsinberg, John Doe 11 and ABC Corp. 11 concealed their conspiratorial conduct, as well as their overall scheme to defraud, from GEICO through their misrepresentations and material omissions. This prevented GEICO from discovering or asserting, until now, the foregoing claim, or the injury resulting therefrom to GEICO.

**THIRTY-THIRD CLAIM FOR RELIEF**  
**(Against Defendant Saturn)**  
**(Declaratory Judgment)**

598. GEICO repeats and re-alleges each and every allegation contained in paragraphs numbered 1 through 597 hereof as if fully set forth herein.

599. The Defendant Saturn has failed to disclose to its patients that it has a financial relationship with its referring providers.

600. In order to be eligible to receive assigned no-fault benefits, an assignee provider must adhere to all applicable New York statutes which grant the authority to provide health services in New York State.

601. Saturn is a sham and illegal professional medical corporation which is not owned controlled and/or managed by the Defendant Tsinberg and Saturn is engaged in illegal fee splitting with its real owners and its referring providers.

602. The Defendant Saturn continues to submit assigned no-fault claims to GEICO.

603. GEICO has and will be prejudiced without a judicial declaration that the Defendant Saturn is not entitled to payment of assigned first-party no-fault benefits in any claims from GEICO due to: (1) Saturn's failure to disclose its financial relationship with its referring providers to its patients pursuant to Public Health Law §238-d; (2) the fact that Saturn is a sham and illegal professional medical corporation which is not owned controlled and managed by the Defendant Tsinberg; (3) the fact that Saturn is engaged in illegal fee splitting with its real owners and its referring providers; and (4) its use of independent contractors to provide services and that the Defendant Saturn may not seek to assert a lien against any assignors.

604. There exists a real, actual and justifiable controversy between GEICO and the Defendant Saturn.

605. GEICO has no adequate remedy at law.

**THIRTY-FOURTH CLAIM FOR RELIEF**  
**(Against Defendants Kim, Alleyne, John Doe 12 and ABC Corp. 12)**  
**(Violation of 18 U.S.C. § 1962(c))**  
**(PC Enterprise)**

606. GEICO repeats and realleges the allegations of paragraphs 1 through 605 of this Complaint with the same force and effect as if set forth fully herein.

607. At all times relevant to this Complaint, the Defendant Michael Alleyne Medical constituted a separate "enterprise" within the meaning of 18 U.S.C. § 1961(4), which is engaged in, and the activities of which affect, interstate commerce (the "PC Enterprise").

608. At all times relevant to this Complaint, the Defendants Kim, Alleyne, John Doe 12 and ABC Corp. 12 were “persons” associated with an enterprise within the meaning of 18 U.S.C. §§ 1961(3) and 1965(c).

609. The Defendants Kim, Alleyne, John Doe 12 and ABC Corp. 12 conducted or participated, directly or indirectly, in the conduct of the PC Enterprise’s affairs through a pattern of racketeering activity in violation of 18 U.S.C. § 1962(c). Alleyne was the owner on paper of Michael Alleyne Medical and enabled the fraudulent billing to take place. Kim provided fictitious and impossible test results to support the improper billing. Alleyne as owner on paper of Michael Alleyne Medical enabled Michael Alleyne Medical to regularly bill for inflated charges intended to maximum billing even though they were not necessary and could have harmed the patients. The acts alleged herein constitute a pattern of racketeering activity within the meaning of 18 U.S.C. § 1961, to wit, in violation of 18 U.S.C. §§ 1341 and 1343:

(a) Such Defendants devised and executed a scheme and artifice to defraud GEICO of its money and property by means of false and fraudulent pretenses, representations and promises and by the concealment of material facts regarding the health care claims for payment;

(b) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants concealed the fact that the Defendant Michael Alleyne Medical had financial relationships with its referring providers and did not disclose these relationships to its patients and obtain their consent;

(c) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the Defendants Michael Alleyne Medical and Kim had administered nerve conduction velocity tests, needle emg and other electrodiagnostic tests to the patients when in fact no such tests had been administered;

(d) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the Defendant Kim had provided medical



services including testing to the patients when in fact no such services had been provided by Kim;

(e) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants submitted fictitious and false test results in the names of the Defendants Michael Alleyne Medical and Kim with impossible findings that could have adversely affected the patients had they been actually relied upon;

(f) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the testing they administered and other services they provided was medically necessary for the care of the patients;

(g) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the services that the Defendant Michael Alleyne Medical billed for had been administered by employees of the Defendant Michael Alleyne Medical when in fact the services were administered by independent contractors or had not been administered at all,

(h) For the purpose of executing this scheme and artifice to defraud, such Defendants submitted such false and fraudulent claims and information to GEICO and others by use of the mail and interstate wire facilities and caused GEICO to make payments for said fraudulent claims by use of the mail and interstate wire facilities

610. The Defendants have engaged in this scheme from 2007 and up to the present and continuing and if the Court does not provide relief, the fraudulent enterprise will continue to seek to submit and collect fraudulent claims. Every single claim submitted by the Defendants associated with this enterprise has been fraudulent.

611. A list of various mailings constituting a substantial number of the requisite predicate acts is annexed hereto as Exhibit 1.

612. By reason of such Defendants' violation of 18 U.S.C. § 1962(c), GEICO was injured in its business or property within the meaning of 18 U.S.C. § 1964(c) and is therefore entitled to recover from such defendants three times the damages sustained by GEICO and the costs

of this suit, including reasonable attorneys' fees. Between 2007 and 2011, GEICO has paid to the Defendant Michael Alleyne Medical the substantial claim amounts as identified in Exhibit 2.

613. Such Defendants concealed the fraudulent nature of these claims through their misrepresentations and material omissions. In addition to concealing the fraudulent nature of each individual claim, such Defendants also concealed the existence of the overall scheme to defraud.

614. GEICO was damaged by this scheme in that payments were made to the Defendant Michael Alleyne Medical which would not have otherwise been made but for the fraudulent activities.

**THIRTY-FIFTH CLAIM FOR RELIEF**

**(Against Defendants Michael Alleyne Medical, Kim, Alleyne, John Doe 12 and ABC Corp. 12)  
(Violation of 18 U.S.C. § 1962(c))  
(Association In Fact Enterprise)**

615. GEICO repeats and realleges the allegations of paragraphs 1 through 614 of this Complaint with the same force and effect as if set forth fully herein.

616. At all times relevant to this Complaint, the Defendants Michael Alleyne Medical, Kim, Alleyne, John Doe 12 and ABC Corp. 12 constituted a separate associated in fact enterprise within the meaning of 18 U.S.C. § 1961(4), which is engaged in, and the activities of which affect, interstate commerce (the "Associated In Fact Enterprise"). Such enterprise was formed with the common purpose of engaging in fraudulent activities.

617. At all times relevant to this Complaint, such Defendants were "persons" associated with an enterprise within the meaning of 18 U.S.C. §§ 1961(3) and 1965(c), with an existence separate and apart from the Associated In Fact Enterprise.

618. The Defendants conducted or participated, directly or indirectly, in the conduct of the Associated In Fact Enterprise's affairs through a pattern of racketeering activity in

violation of 18 U.S.C. § 1962(c). Alleyne was the owner on paper of Michael Alleyne Medical and enabled the fraudulent billing to take place. Kim provided fictitious and impossible test results to support the improper billing. Alleyne as owner on paper of Michael Alleyne Medical enabled Michael Alleyne Medical to regularly bill for inflated charges intended to maximum billing even though they were not necessary and could have harmed the patients. The acts alleged herein constitute a pattern of racketeering activity within the meaning of 18 U.S.C. § 1961, to wit, in violation of 18 U.S.C. §§ 1341 and 1343:

(a) Such Defendants devised and executed a scheme and artifice to defraud GEICO of its money and property by means of false and fraudulent pretenses, representations and promises and by the concealment of material facts regarding the health care claims for payment;

(b) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants concealed the fact that the Defendant Michael Alleyne Medical had financial relationships with its referring providers and did not disclose these relationships to its patients and obtain their consent;

(c) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the Defendants Michael Alleyne Medical and Kim had administered nerve conduction velocity tests, needle emg and other electrodiagnostic tests to the patients when in fact no such tests had been administered;

(d) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the Defendant Kim had provided medical services including testing to the patients when in fact no such services had been provided by Kim;

(e) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants submitted fictitious and false test results in the names of the Defendants Michael Alleyne Medical and Kim with impossible findings that could have adversely affected the patients had they been actually relied upon;

(f) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the testing they administered and other services they provided was medically necessary for the care of the patients;

(g) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the services that the Defendant Michael Alleyne Medical billed for had been administered by employees of the Defendant Michael Alleyne Medical when in fact the services were administered by independent contractors or had not been administered at all,

(h) For the purpose of executing this scheme and artifice to defraud, such Defendants submitted such false and fraudulent claims and information to GEICO and others by use of the mail and interstate wire facilities and caused GEICO to make payments for said fraudulent claims by use of the mail and interstate wire facilities

619. The Defendants have engaged in this scheme from 2007 and up to the present and continuing and if the Court does not provide relief, the fraudulent enterprise will continue to seek to submit and collect fraudulent claims. Every single claim submitted by the Defendants associated with this enterprise has been fraudulent.

620. A list of various mailings constituting a substantial number of the requisite predicate acts is annexed hereto as Exhibit I.

621. The Enterprise is distinct from, and has an existence beyond, the pattern of racketeering that is described herein, namely by recruiting, overseeing, and coordinating many professionals and non-professionals who have been responsible for facilitating and performing a variety of administrative and professional functions beyond the acts of mail fraud (i.e. the submission of the fraudulent bills to GEICO and other insurers), by providing benefits for the staff

of the enterprise, by creating and maintaining files and other records and by negotiating and executing various facility lease agreements.

622. By reason of such Defendants' violation of 18 U.S.C. § 1962(c), GEICO was injured in its business or property within the meaning of 18 U.S.C. § 1964(c) and is therefore entitled to recover from such Defendants three times the damages sustained by GEICO and the costs of this suit, including reasonable attorneys' fees. Between 2007 and 2011, GEICO has paid to Michael Alleyne Medical substantial claim amounts as identified in Exhibit 2.

623. The Defendants concealed the fraudulent nature of these claims through their misrepresentations and material omissions. In addition to concealing the fraudulent nature of each individual claim, the Defendants also concealed the existence of the overall scheme to defraud.

624. GEICO was damaged by this scheme in that payments were made to the Defendant Michael Alleyne Medical which would not have otherwise been made but for the fraudulent activities.

**THIRTY-SIXTH CLAIM FOR RELIEF**

**(Against Defendants Michael Alleyne Medical, Kim, Alleyne, John Doe 12 and ABC Corp. 12)  
(Violation of 18 U.S.C. §1962(d))**

625. GEICO repeats and realleges the allegations of paragraphs 1 through 624 of this Complaint with the same force and effect as if set forth fully herein.

626. The Defendants Michael Alleyne Medical, Kim, Alleyne, John Doe 12 and ABC Corp. 12 have conspired with each other to violate 18 U.S.C. § 1962(c).

627. The Defendants Michael Alleyne Medical, Kim, Alleyne, John Doe 12 and ABC Corp. 12 each agreed to participate in a conspiracy to commit the RICO violation by agreeing to conduct the affairs of the PC Enterprise or Associated In Fact Enterprise by means of a pattern of racketeering activity, including numerous acts of mail and wire fraud as set forth in Exhibit 1, and

through the preparation and/or submission of fraudulent claim documents to GEICO including billing numerous tests in the name of the Defendant Michael Alleyne Medical that were not administered and through the submission of supporting sham invoices and the preparation and/or submission of fraudulent claim documents to GEICO.

628. The purpose of the conspiracy was to obtain No-Fault payments from GEICO based on sham invoices and fraudulent claim documents. Each of the conspirators was aware of this goal and agreed to take part in facilitating it.

629. GEICO has been injured in its business and property by reason of this conspiratorial conduct, in that it has paid substantial insurance benefits as a result of the unlawful conduct.

630. By virtue of this violation of 18 U.S.C. § 1962(d), the Defendants Michael Alleyne Medical, Kim, Alleyne, John Doe 12 and ABC Corp. 12 are jointly and severally liable to GEICO for three times the damages that GEICO has sustained, plus the costs of this suit, including reasonable attorneys' fees.

631. The Defendants Michael Alleyne Medical, Kim, Alleyne, John Doe 12 and ABC Corp. 12 concealed their conspiratorial conduct, as well as their overall scheme to defraud, from GEICO through their misrepresentations and material omissions. This prevented GEICO from discovering or asserting, until now, the foregoing claim, or the injury resulting therefrom to GEICO.

**THIRTY-SEVENTH CLAIM FOR RELIEF**  
**(Against Defendant Michael Alleyne Medical)**  
**(Declaratory Judgment)**

632. GEICO repeats and re-alleges each and every allegation contained in paragraphs numbered 1 through 631 hereof as if fully set forth herein.

633. The Defendant Michael Alleyne Medical has failed to disclose to its patients that it has a financial relationship with its referring providers.

634. In order to be eligible to receive assigned no-fault benefits, an assignee provider must adhere to all applicable New York statutes which grant the authority to provide health services in New York State.

635. Michael Alleyne Medical is a sham and illegal professional medical corporation which is not owned controlled and/or managed by the Defendant Alleyne and Michael Alleyne Medical is engaged in illegal fee splitting with its real owners and its referring providers.

636. The Defendant Michael Alleyne Medical continues to submit assigned no-fault claims to GEICO.

637. GEICO has and will be prejudiced without a judicial declaration that the Defendant Michael Alleyne Medical is not entitled to payment of assigned first-party no-fault benefits in any claims from GEICO due to: (1) Michael Alleyne Medical's failure to disclose its financial relationship with its referring providers to its patients pursuant to Public Health Law §238-d; (2) the fact that Michael Alleyne Medical is a sham and illegal professional medical corporation which is not owned controlled and managed by the Defendant Alleyne; (3) the fact that Michael Alleyne Medical is engaged in illegal fee splitting with its real owners and its referring providers; and (4) its use of independent contractors to provide services and that the Defendant Michael Alleyne Medical may not seek to assert a lien against any assignors.

638. There exists a real, actual and justifiable controversy between GEICO and the Defendant Michael Alleyne Medical.

639. GEICO has no adequate remedy at law.

**THIRTY-EIGHTH CLAIM FOR RELIEF**  
**(Against Defendants Kim, Sendyk, John Doe 13 and ABC Corp. 13)**



**(Violation of 18 U.S.C. § 1962(c))  
(PC Enterprise)**

640. GEICO repeats and realleges the allegations of paragraphs 1 through 639 of this Complaint with the same force and effect as if set forth fully herein.

641. At all times relevant to this Complaint, the Defendant Kath constituted a separate “enterprise” within the meaning of 18 U.S.C. § 1961(4), which is engaged in, and the activities of which affect, interstate commerce (the “PC Enterprise”).

642. At all times relevant to this Complaint, the Defendants Kim, Sendyk, John Doe 13 and ABC Corp. 13 were “persons” associated with an enterprise within the meaning of 18 U.S.C. §§ 1961(3) and 1965(c).

643. The Defendants Kim, Sendyk, John Doe 13 and ABC Corp. 13 conducted or participated, directly or indirectly, in the conduct of the PC Enterprise’s affairs through a pattern of racketeering activity in violation of 18 U.S.C. § 1962(c). Sendyk was the owner on paper of Kath and enabled the fraudulent billing to take place. Kim provided fictitious and impossible test results to support the improper billing. Sendyk as owner on paper of Kath enabled Kath to regularly bill for inflated charges intended to maximum billing even though they were not necessary and could have harmed the patients. The acts alleged herein constitute a pattern of racketeering activity within the meaning of 18 U.S.C. § 1961, to wit, in violation of 18 U.S.C. §§ 1341 and 1343:

(a) Such Defendants devised and executed a scheme and artifice to defraud GEICO of its money and property by means of false and fraudulent pretenses, representations and promises and by the concealment of material facts regarding the health care claims for payment;

(b) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants concealed the fact that the Defendant Kath had financial relationships with its referring providers and did not disclose these relationships to its patients and obtain their consent;

(c) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the Defendants Kath and Kim had administered nerve conduction velocity tests, needle emg and other electrodiagnostic tests to the patients when in fact no such tests had been administered;

(d) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the Defendant Kim had provided medical services including testing to the patients when in fact no such services had been provided by Kim;

(e) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants submitted fictitious and false test results in the names of the Defendants Kath and Kim with impossible findings that could have adversely affected the patients had they been actually relied upon;

(f) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the testing they administered and other services they provided was medically necessary for the care of the patients;

(g) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the services that the Defendant Kath billed for had been administered by employees of the Defendant Kath when in fact the services were administered by independent contractors or had not been administered at all,

(h) For the purpose of executing this scheme and artifice to defraud, such Defendants submitted such false and fraudulent claims and information to GEICO and others by use of the mail and interstate wire facilities and caused GEICO to make payments for said fraudulent claims by use of the mail and interstate wire facilities

644. The Defendants have engaged in this scheme from 2008 and up to the present and continuing and if the Court does not provide relief, the fraudulent enterprise will continue to seek to submit and collect fraudulent claims. Every single claim submitted by the Defendants associated with this enterprise has been fraudulent.

645. A list of various mailings constituting a substantial number of the requisite predicate acts is annexed hereto as Exhibit 1.

646. By reason of such Defendants' violation of 18 U.S.C. § 1962(c), GEICO was injured in its business or property within the meaning of 18 U.S.C. § 1964(c) and is therefore entitled to recover from such defendants three times the damages sustained by GEICO and the costs of this suit, including reasonable attorneys' fees. Between 2008 and 2011, GEICO has paid to the Defendant Kath the substantial claim amounts as identified in Exhibit 2.

647. Such Defendants concealed the fraudulent nature of these claims through their misrepresentations and material omissions. In addition to concealing the fraudulent nature of each individual claim, such Defendants also concealed the existence of the overall scheme to defraud.

648. GEICO was damaged by this scheme in that payments were made to the Defendant Kath which would not have otherwise been made but for the fraudulent activities.

**THIRTY-NINTH CLAIM FOR RELIEF**  
**(Against Defendants Kath, Kim, Sendyk, John Doe 13 and ABC Corp. 13)**  
**(Violation of 18 U.S.C. § 1962(c))**  
**(Association In Fact Enterprise)**

649. GEICO repeats and realleges the allegations of paragraphs 1 through 648 of this Complaint with the same force and effect as if set forth fully herein.

650. At all times relevant to this Complaint, the Defendants Kath, Kim, Sendyk, John Doe 13 and ABC Corp. 13 constituted a separate associated in fact enterprise within the meaning of 18 U.S.C. § 1961(4), which is engaged in, and the activities of which affect, interstate commerce (the "Associated In Fact Enterprise"). Such enterprise was formed with the common purpose of engaging in fraudulent activities.

651. At all times relevant to this Complaint, such Defendants were “persons” associated with an enterprise within the meaning of 18 U.S.C. §§ 1961(3) and 1965(c), with an existence separate and apart from the Associated In Fact Enterprise.

652. The Defendants conducted or participated, directly or indirectly, in the conduct of the Associated In Fact Enterprise’s affairs through a pattern of racketeering activity in violation of 18 U.S.C. § 1962(c). Sendyk was the owner on paper of Kath and enabled the fraudulent billing to take place. Kim provided fictitious and impossible test results to support the improper billing. Sendyk as owner on paper of Kath enabled Kath to regularly bill for inflated charges intended to maximum billing even though they were not necessary and could have harmed the patients. The acts alleged herein constitute a pattern of racketeering activity within the meaning of 18 U.S.C. § 1961, to wit, in violation of 18 U.S.C. §§ 1341 and 1343:

(a) Such Defendants devised and executed a scheme and artifice to defraud GEICO of its money and property by means of false and fraudulent pretenses, representations and promises and by the concealment of material facts regarding the health care claims for payment;

(b) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants concealed the fact that the Defendant Kath had financial relationships with its referring providers and did not disclose these relationships to its patients and obtain their consent;

(c) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the Defendants Kath and Kim had administered nerve conduction velocity tests, needle emg and other electrodiagnostic tests to the patients when in fact no such tests had been administered;

(d) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the Defendant Kim had provided medical services including testing to the patients when in fact no such services had been provided by Kim;

(e) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants submitted fictitious and false test results in the names of the Defendants Kath and Kim with impossible findings that could have adversely affected the patients had they been actually relied upon;

(f) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the testing they administered and other services they provided was medically necessary for the care of the patients;

(g) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the services that the Defendant Kath billed for had been administered by employees of the Defendant Kath when in fact the services were administered by independent contractors or had not been administered at all,

(h) For the purpose of executing this scheme and artifice to defraud, such Defendants submitted such false and fraudulent claims and information to GEICO and others by use of the mail and interstate wire facilities and caused GEICO to make payments for said fraudulent claims by use of the mail and interstate wire facilities

653. The Defendants have engaged in this scheme from 2008 and up to the present and continuing and if the Court does not provide relief, the fraudulent enterprise will continue to seek to submit and collect fraudulent claims. Every single claim submitted by the Defendants associated with this enterprise has been fraudulent.

654. A list of various mailings constituting a substantial number of the requisite predicate acts is annexed hereto as Exhibit 1.

655. The Enterprise is distinct from, and has an existence beyond, the pattern of racketeering that is described herein, namely by recruiting, overseeing, and coordinating many professionals and non-professionals who have been responsible for facilitating and performing a variety of administrative and professional functions beyond the acts of mail fraud (i.e. the

submission of the fraudulent bills to GEICO and other insurers), by providing benefits for the staff of the enterprise, by creating and maintaining files and other records and by negotiating and executing various facility lease agreements.

656. By reason of such Defendants' violation of 18 U.S.C. § 1962(c), GEICO was injured in its business or property within the meaning of 18 U.S.C. § 1964(c) and is therefore entitled to recover from such Defendants three times the damages sustained by GEICO and the costs of this suit, including reasonable attorneys' fees. Between 2008 and 2011, GEICO has paid to Kath substantial claim amounts as identified in Exhibit 2.

657. The Defendants concealed the fraudulent nature of these claims through their misrepresentations and material omissions. In addition to concealing the fraudulent nature of each individual claim, the Defendants also concealed the existence of the overall scheme to defraud.

658. GEICO was damaged by this scheme in that payments were made to the Defendant Kath which would not have otherwise been made but for the fraudulent activities.

**FORTIETH CLAIM FOR RELIEF**  
**(Against Defendants Kath, Kim, Sendyk, John Doe 13 and ABC Corp. 13)**  
**(Violation of 18 U.S.C. §1962(d))**

659. GEICO repeats and realleges the allegations of paragraphs 1 through 658 of this Complaint with the same force and effect as if set forth fully herein.

660. The Defendants Kath, Kim, Sendyk, John Doe 13 and ABC Corp. 13 have conspired with each other to violate 18 U.S.C. § 1962(c).

661. The Defendants Kath, Kim, Sendyk, John Doe 13 and ABC Corp. 13 each agreed to participate in a conspiracy to commit the RICO violation by agreeing to conduct the affairs of the PC Enterprise or Associated In Fact Enterprise by means of a pattern of racketeering activity, including numerous acts of mail and wire fraud as set forth in Exhibit 1, and through the

preparation and/or submission of fraudulent claim documents to GEICO including billing numerous tests in the name of the Defendant Kath that were not administered and through the submission of supporting sham invoices and the preparation and/or submission of fraudulent claim documents to GEICO.

662. The purpose of the conspiracy was to obtain No-Fault payments from GEICO based on sham invoices and fraudulent claim documents. Each of the conspirators was aware of this goal and agreed to take part in facilitating it.

663. GEICO has been injured in its business and property by reason of this conspiratorial conduct, in that it has paid substantial insurance benefits as a result of the unlawful conduct.

664. By virtue of this violation of 18 U.S.C. § 1962(d), the Defendants Kath, Kim, Sendyk, John Doe 13 and ABC Corp. 13 are jointly and severally liable to GEICO for three times the damages that GEICO has sustained, plus the costs of this suit, including reasonable attorneys' fees.

665. The Defendants Kath, Kim, Sendyk, John Doe 13 and ABC Corp. 13 concealed their conspiratorial conduct, as well as their overall scheme to defraud, from GEICO through their misrepresentations and material omissions. This prevented GEICO from discovering or asserting, until now, the foregoing claim, or the injury resulting therefrom to GEICO.

**FORTY-FIRST CLAIM FOR RELIEF**  
**(Against Defendant Kath)**  
**(Declaratory Judgment)**

666. GEICO repeats and re-alleges each and every allegation contained in paragraphs numbered 1 through 665 hereof as if fully set forth herein.



667. The Defendant Kath has failed to disclose to its patients that it has a financial relationship with its referring providers.

668. In order to be eligible to receive assigned no-fault benefits, an assignee provider must adhere to all applicable New York statutes which grant the authority to provide health services in New York State.

669. Kath is a sham and illegal professional medical corporation which is not owned controlled and/or managed by the Defendant Sendyk and Kath is engaged in illegal fee splitting with its real owners and its referring providers.

670. The Defendant Kath continues to submit assigned no-fault claims to GEICO.

671. GEICO has and will be prejudiced without a judicial declaration that the Defendant Kath is not entitled to payment of assigned first-party no-fault benefits in any claims from GEICO due to: (1) Kath's failure to disclose its financial relationship with its referring providers to its patients pursuant to Public Health Law §238-d; (2) the fact that Kath is a sham and illegal professional medical corporation which is not owned controlled and managed by the Defendant Sendyk; (3) the fact that Kath is engaged in illegal fee splitting with its real owners and its referring providers; and (4) its use of independent contractors to provide services and that the Defendant Kath may not seek to assert a lien against any assignors.

672. There exists a real, actual and justifiable controversy between GEICO and the Defendant Kath.

673. GEICO has no adequate remedy at law.

**FORTY-SECOND CLAIM FOR RELIEF**  
**(Against Defendants Tsirlin, Nagourney, John Doe 14 and ABC Corp. 14)**  
**(Violation of 18 U.S.C. § 1962(c))**  
**(PC Enterprise)**

674. GEICO repeats and realleges the allegations of paragraphs 1 through 673 of this Complaint with the same force and effect as if set forth fully herein.

675. At all times relevant to this Complaint, the Defendant AKO constituted a separate “enterprise” within the meaning of 18 U.S.C. § 1961(4), which is engaged in, and the activities of which affect, interstate commerce (the “PC Enterprise”).

676. At all times relevant to this Complaint, the Defendants Tsirlin, Nagourney, John Doe 14 and ABC Corp. 14 were “persons” associated with an enterprise within the meaning of 18 U.S.C. §§ 1961(3) and 1965(c).

677. The Defendants Tsirlin, Nagourney, John Doe 14 and ABC Corp. 14 conducted or participated, directly or indirectly, in the conduct of the PC Enterprise’s affairs through a pattern of racketeering activity in violation of 18 U.S.C. § 1962(c). Nagourney was the owner on paper of AKO and enabled the fraudulent billing to take place. Tsirlin provided fictitious and impossible test results to support the improper billing. Nagourney as owner on paper of AKO enabled AKO to regularly bill for inflated charges intended to maximum billing even though they were not necessary and could have harmed the patients. The acts alleged herein constitute a pattern of racketeering activity within the meaning of 18 U.S.C. § 1961, to wit, in violation of 18 U.S.C. §§ 1341 and 1343:

(a) Such Defendants devised and executed a scheme and artifice to defraud GEICO of its money and property by means of false and fraudulent pretenses, representations and promises and by the concealment of material facts regarding the health care claims for payment;

(b) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants concealed the fact that the Defendant AKO had financial relationships with its referring providers and did not disclose these relationships to its patients and obtain their consent;

(c) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the Defendants AKO and Tsirlin had administered nerve conduction velocity tests, needle emg and other electrodiagnostic tests to the patients when in fact no such tests had been administered;

(d) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the Defendant Tsirlin had provided medical services including testing to the patients when in fact no such services had been provided by Tsirlin;

(e) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants submitted fictitious and false test results in the names of the Defendants AKO and Tsirlin with impossible findings that could have adversely affected the patients had they been actually relied upon;

(f) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the testing they administered and other services they provided was medically necessary for the care of the patients;

(g) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the services that the Defendant AKO billed for had been administered by employees of the Defendant AKO when in fact the services were administered by independent contractors or had not been administered at all,

(h) For the purpose of executing this scheme and artifice to defraud, such Defendants submitted such false and fraudulent claims and information to GEICO and others by use of the mail and interstate wire facilities and caused GEICO to make payments for said fraudulent claims by use of the mail and interstate wire facilities

678. The Defendants have engaged in this scheme from 2008 and up to the present and continuing and if the Court does not provide relief, the fraudulent enterprise will continue to seek to submit and collect fraudulent claims. Every single claim submitted by the Defendants associated with this enterprise has been fraudulent.

679. A list of various mailings constituting a substantial number of the requisite predicate acts is annexed hereto as Exhibit 1.

680. By reason of such Defendants' violation of 18 U.S.C. § 1962(c), GEICO was injured in its business or property within the meaning of 18 U.S.C. § 1964(c) and is therefore entitled to recover from such defendants three times the damages sustained by GEICO and the costs of this suit, including reasonable attorneys' fees. Between 2008 and 2011, GEICO has paid to the Defendant AKO the substantial claim amounts as identified in Exhibit 2.

681. Such Defendants concealed the fraudulent nature of these claims through their misrepresentations and material omissions. In addition to concealing the fraudulent nature of each individual claim, such Defendants also concealed the existence of the overall scheme to defraud.

682. GEICO was damaged by this scheme in that payments were made to the Defendant AKO which would not have otherwise been made but for the fraudulent activities.

**FORTY-THIRD CLAIM FOR RELIEF**  
**(Against Defendants AKO, Tsirlin, Nagourney, John Doe 14 and ABC Corp. 14)**  
**(Violation of 18 U.S.C. § 1962(c))**  
**(Association In Fact Enterprise)**

683. GEICO repeats and realleges the allegations of paragraphs 1 through 682 of this Complaint with the same force and effect as if set forth fully herein.

684. At all times relevant to this Complaint, the Defendants AKO, Tsirlin, Nagourney, John Doe 14 and ABC Corp. 14 constituted a separate associated in fact enterprise within the meaning of 18 U.S.C. § 1961(4), which is engaged in, and the activities of which affect, interstate commerce (the "Associated In Fact Enterprise"). Such enterprise was formed with the common purpose of engaging in fraudulent activities.

685. At all times relevant to this Complaint, such Defendants were “persons” associated with an enterprise within the meaning of 18 U.S.C. §§ 1961(3) and 1965(c), with an existence separate and apart from the Associated In Fact Enterprise.

686. The Defendants conducted or participated, directly or indirectly, in the conduct of the Associated In Fact Enterprise’s affairs through a pattern of racketeering activity in violation of 18 U.S.C. § 1962(c). Nagourney was the owner on paper of AKO and enabled the fraudulent billing to take place. Tsirlin provided fictitious and impossible test results to support the improper billing. Nagourney as owner on paper of AKO enabled AKO to regularly bill for inflated charges intended to maximum billing even though they were not necessary and could have harmed the patients. The acts alleged herein constitute a pattern of racketeering activity within the meaning of 18 U.S.C. § 1961, to wit, in violation of 18 U.S.C. §§ 1341 and 1343:

(a) Such Defendants devised and executed a scheme and artifice to defraud GEICO of its money and property by means of false and fraudulent pretenses, representations and promises and by the concealment of material facts regarding the health care claims for payment;

(b) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants concealed the fact that the Defendant AKO had financial relationships with its referring providers and did not disclose these relationships to its patients and obtain their consent;

(c) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the Defendants AKO and Tsirlin had administered nerve conduction velocity tests, needle emg and other electrodiagnostic tests to the patients when in fact no such tests had been administered;

(d) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the Defendant Tsirlin had provided medical services including testing to the patients when in fact no such services had been provided by Tsirlin;

(e) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants submitted fictitious and false test results in the names of the Defendants AKO and Tsirlin with impossible findings that could have adversely affected the patients had they been actually relied upon;

(f) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the testing they administered and other services they provided was medically necessary for the care of the patients;

(g) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the services that the Defendant AKO billed for had been administered by employees of the Defendant AKO when in fact the services were administered by independent contractors or had not been administered at all,

(h) For the purpose of executing this scheme and artifice to defraud, such Defendants submitted such false and fraudulent claims and information to GEICO and others by use of the mail and interstate wire facilities and caused GEICO to make payments for said fraudulent claims by use of the mail and interstate wire facilities

687. The Defendants have engaged in this scheme from 2008 and up to the present and continuing and if the Court does not provide relief, the fraudulent enterprise will continue to seek to submit and collect fraudulent claims. Every single claim submitted by the Defendants associated with this enterprise has been fraudulent.

688. A list of various mailings constituting a substantial number of the requisite predicate acts is annexed hereto as Exhibit 1.

689. The Enterprise is distinct from, and has an existence beyond, the pattern of racketeering that is described herein, namely by recruiting, overseeing, and coordinating many professionals and non-professionals who have been responsible for facilitating and performing a

variety of administrative and professional functions beyond the acts of mail fraud (i.e. the submission of the fraudulent bills to GEICO and other insurers), by providing benefits for the staff of the enterprise, by creating and maintaining files and other records and by negotiating and executing various facility lease agreements.

690. By reason of such Defendants' violation of 18 U.S.C. § 1962(c), GEICO was injured in its business or property within the meaning of 18 U.S.C. § 1964(c) and is therefore entitled to recover from such Defendants three times the damages sustained by GEICO and the costs of this suit, including reasonable attorneys' fees. Between 2008 and 2011, GEICO has paid to AKO substantial claim amounts as identified in Exhibit 2.

691. The Defendants concealed the fraudulent nature of these claims through their misrepresentations and material omissions. In addition to concealing the fraudulent nature of each individual claim, the Defendants also concealed the existence of the overall scheme to defraud.

692. GEICO was damaged by this scheme in that payments were made to the Defendant AKO which would not have otherwise been made but for the fraudulent activities.

**FORTY-FOURTH CLAIM FOR RELIEF**  
**(Against Defendants AKO, Tsirlin, Nagourney, John Doe 14 and ABC Corp. 14)**  
**(Violation of 18 U.S.C. §1962(d))**

693. GEICO repeats and realleges the allegations of paragraphs 1 through 693 of this Complaint with the same force and effect as if set forth fully herein.

694. The Defendants AKO, Tsirlin, Nagourney, John Doe 14 and ABC Corp. 14 have conspired with each other to violate 18 U.S.C. § 1962(c).

695. The Defendants AKO, Tsirlin, Nagourney, John Doe 14 and ABC Corp. 14 each agreed to participate in a conspiracy to commit the RICO violation by agreeing to conduct the affairs of the PC Enterprise or Associated In Fact Enterprise by means of a pattern of racketeering



activity, including numerous acts of mail and wire fraud as set forth in Exhibit 1, and through the preparation and/or submission of fraudulent claim documents to GEICO including billing numerous tests in the name of the Defendant AKO that were not administered and through the submission of supporting sham invoices and the preparation and/or submission of fraudulent claim documents to GEICO.

696. The purpose of the conspiracy was to obtain No-Fault payments from GEICO based on sham invoices and fraudulent claim documents. Each of the conspirators was aware of this goal and agreed to take part in facilitating it.

697. GEICO has been injured in its business and property by reason of this conspiratorial conduct, in that it has paid substantial insurance benefits as a result of the unlawful conduct.

698. By virtue of this violation of 18 U.S.C. § 1962(d), the Defendants AKO, Tsirlin, Nagourney, John Doe 14 and ABC Corp. 14 are jointly and severally liable to GEICO for three times the damages that GEICO has sustained, plus the costs of this suit, including reasonable attorneys' fees.

699. The Defendants AKO, Tsirlin, Nagourney, John Doe 14 and ABC Corp. 14 concealed their conspiratorial conduct, as well as their overall scheme to defraud, from GEICO through their misrepresentations and material omissions. This prevented GEICO from discovering or asserting, until now, the foregoing claim, or the injury resulting therefrom to GEICO.

**FORTY-FIFTH CLAIM FOR RELIEF**

**(Against Defendant AKO)**

**(Declaratory Judgment)**

700. GEICO repeats and re-alleges each and every allegation contained in paragraphs numbered 1 through 699 hereof as if fully set forth herein.

701. The Defendant AKO has failed to disclose to its patients that it has a financial relationship with its referring providers.

702. In order to be eligible to receive assigned no-fault benefits, an assignee provider must adhere to all applicable New York statutes which grant the authority to provide health services in New York State.

703. AKO is a sham and illegal professional medical corporation which is not owned controlled and/or managed by the Defendant Nagourney and AKO is engaged in illegal fee splitting with its real owners and its referring providers.

704. The Defendant AKO continues to submit assigned no-fault claims to GEICO.

705. GEICO has and will be prejudiced without a judicial declaration that the Defendant AKO is not entitled to payment of assigned first-party no-fault benefits in any claims from GEICO due to: (1) AKO's failure to disclose its financial relationship with its referring providers to its patients pursuant to Public Health Law §238-d; (2) the fact that AKO is a sham and illegal professional medical corporation which is not owned controlled and managed by the Defendant Nagourney; (3) the fact that AKO is engaged in illegal fee splitting with its real owners and its referring providers; and (4) its use of independent contractors to provide services and that the Defendant AKO may not seek to assert a lien against any assignors.

706. There exists a real, actual and justifiable controversy between GEICO and the Defendant AKO.

707. GEICO has no adequate remedy at law.

**FOURTY-SIXTH CLAIM FOR RELIEF**  
**(Against Defendants Kim, Tsirlin, Shevetz, John Doe 15 and ABC Corp. 15)**  
**(Violation of 18 U.S.C. § 1962(c))**  
**(PC Enterprise)**

708. GEICO repeats and realleges the allegations of paragraphs 1 through 707 of this Complaint with the same force and effect as if set forth fully herein.

709. At all times relevant to this Complaint, the Defendant Sebastian constituted a separate “enterprise” within the meaning of 18 U.S.C. § 1961(4), which is engaged in, and the activities of which affect, interstate commerce (the “PC Enterprise”).

710. At all times relevant to this Complaint, the Defendants Kim, Tsirlin, Shevetz, John Doe 15 and ABC Corp. 15 were “persons” associated with an enterprise within the meaning of 18 U.S.C. §§ 1961(3) and 1965(c).

711. The Defendants Kim, Tsirlin, Shevetz, John Doe 15 and ABC Corp. 15 conducted or participated, directly or indirectly, in the conduct of the PC Enterprise’s affairs through a pattern of racketeering activity in violation of 18 U.S.C. § 1962(c). Shevetz was the owner on paper of Sebastian and enabled the fraudulent billing to take place. Tsirlin and Kim provided fictitious and impossible test results to support the improper billing. Shevetz as owner on paper of Sebastian enabled Sebastian to regularly bill for inflated charges intended to maximum billing even though they were not necessary and could have harmed the patients. The acts alleged herein constitute a pattern of racketeering activity within the meaning of 18 U.S.C. § 1961, to wit, in violation of 18 U.S.C. §§ 1341 and 1343:

(a) Such Defendants devised and executed a scheme and artifice to defraud GEICO of its money and property by means of false and fraudulent pretenses, representations and promises and by the concealment of material facts regarding the health care claims for payment;

(b) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants concealed the fact that the Defendant Sebastian had financial relationships with its referring providers and did not disclose these relationships to its patients and obtain their consent;

(c) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the Defendants Sebastian, Tsirlin and Kim had administered nerve conduction velocity tests, needle emg and other electrodiagnostic tests to the patients when in fact no such tests had been administered;

(d) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the Defendants Tsirlin and Kim had provided medical services including testing to the patients when in fact no such services had been provided by Kim and Tsirlin;

(e) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants submitted fictitious and false test results in the names of the Defendants Sebastian, Tsirlin and Kim with impossible findings that could have adversely affected the patients had they been actually relied upon;

(f) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the testing they administered and other services they provided was medically necessary for the care of the patients;

(g) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the services that the Defendant Sebastian billed for had been administered by employees of the Defendant Sebastian when in fact the services were administered by independent contractors or had not been administered at all,

(h) For the purpose of executing this scheme and artifice to defraud, such Defendants submitted such false and fraudulent claims and information to GEICO and others by use of the mail and interstate wire facilities and caused GEICO to make payments for said fraudulent claims by use of the mail and interstate wire facilities

712. The Defendants have engaged in this scheme from 2005 and up to the present and continuing and if the Court does not provide relief, the fraudulent enterprise will continue to seek to submit and collect fraudulent claims. Every single claim submitted by the Defendants associated with this enterprise has been fraudulent.

713. A list of various mailings constituting a substantial number of the requisite predicate acts is annexed hereto as Exhibit 1.

714. By reason of such Defendants' violation of 18 U.S.C. § 1962(c), GEICO was injured in its business or property within the meaning of 18 U.S.C. § 1964(c) and is therefore entitled to recover from such defendants three times the damages sustained by GEICO and the costs of this suit, including reasonable attorneys' fees. Between 2005 and 2011, GEICO has paid to the Defendant Sebastian the substantial claim amounts as identified in Exhibit 2.

715. Such Defendants concealed the fraudulent nature of these claims through their misrepresentations and material omissions. In addition to concealing the fraudulent nature of each individual claim, such Defendants also concealed the existence of the overall scheme to defraud.

716. GEICO was damaged by this scheme in that payments were made to the Defendant Sebastian which would not have otherwise been made but for the fraudulent activities.

**FORTY-SECOND CLAIM FOR RELIEF**  
**(Against Defendants Sebastian, Kim, Tsirlin, Shevetz, John Doe 15 and ABC Corp. 15)**  
**(Violation of 18 U.S.C. § 1962(c))**  
**(Association In Fact Enterprise)**

717. GEICO repeats and realleges the allegations of paragraphs 1 through 716 of this Complaint with the same force and effect as if set forth fully herein.

718. At all times relevant to this Complaint, the Defendants Sebastian, Kim, Tsirlin, Shevetz, John Doe 15 and ABC Corp. 15 constituted a separate associated in fact enterprise within the meaning of 18 U.S.C. § 1961(4), which is engaged in, and the activities of which affect, interstate commerce (the "Associated In Fact Enterprise"). Such enterprise was formed with the common purpose of engaging in fraudulent activities.

719. At all times relevant to this Complaint, such Defendants were “persons” associated with an enterprise within the meaning of 18 U.S.C. §§ 1961(3) and 1965(c), with an existence separate and apart from the Associated In Fact Enterprise.

720. The Defendants conducted or participated, directly or indirectly, in the conduct of the Associated In Fact Enterprise’s affairs through a pattern of racketeering activity in violation of 18 U.S.C. § 1962(c). Shevetz was the owner on paper of Sebastian and enabled the fraudulent billing to take place. Tsirlin and Kim provided fictitious and impossible test results to support the improper billing. Shevetz as owner on paper of Sebastian enabled Sebastian to regularly bill for inflated charges intended to maximum billing even though they were not necessary and could have harmed the patients. The acts alleged herein constitute a pattern of racketeering activity within the meaning of 18 U.S.C. § 1961, to wit, in violation of 18 U.S.C. §§ 1341 and 1343:

- (a) Such Defendants devised and executed a scheme and artifice to defraud GEICO of its money and property by means of false and fraudulent pretenses, representations and promises and by the concealment of material facts regarding the health care claims for payment;
- (b) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants concealed the fact that the Defendant Sebastian had financial relationships with its referring providers and did not disclose these relationships to its patients and obtain their consent;
- (c) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the Defendants Sebastian, Tsirlin and Kim had administered nerve conduction velocity tests, needle emg and other electrodiagnostic tests to the patients when in fact no such tests had been administered;
- (d) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the Defendants Tsirlin and Kim had provided medical services including

testing to the patients when in fact no such services had been provided by Tsirlin and Kim;

(e) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants submitted fictitious and false test results in the names of the Defendants Sebastian, Tsirlin and Kim with impossible findings that could have adversely affected the patients had they been actually relied upon;

(f) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the testing they administered and other services they provided was medically necessary for the care of the patients;

(g) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the services that the Defendant Sebastian billed for had been administered by employees of the Defendant Sebastian when in fact the services were administered by independent contractors or had not been administered at all,

(h) For the purpose of executing this scheme and artifice to defraud, such Defendants submitted such false and fraudulent claims and information to GEICO and others by use of the mail and interstate wire facilities and caused GEICO to make payments for said fraudulent claims by use of the mail and interstate wire facilities

721. The Defendants have engaged in this scheme from 2005 and up to the present and continuing and if the Court does not provide relief, the fraudulent enterprise will continue to seek to submit and collect fraudulent claims. Every single claim submitted by the Defendants associated with this enterprise has been fraudulent.

722. A list of various mailings constituting a substantial number of the requisite predicate acts is annexed hereto as Exhibit 1.

723. The Enterprise is distinct from, and has an existence beyond, the pattern of racketeering that is described herein, namely by recruiting, overseeing, and coordinating many



professionals and non-professionals who have been responsible for facilitating and performing a variety of administrative and professional functions beyond the acts of mail fraud (i.e. the submission of the fraudulent bills to GEICO and other insurers), by providing benefits for the staff of the enterprise, by creating and maintaining files and other records and by negotiating and executing various facility lease agreements.

724. By reason of such Defendants' violation of 18 U.S.C. § 1962(c), GEICO was injured in its business or property within the meaning of 18 U.S.C. § 1964(c) and is therefore entitled to recover from such Defendants three times the damages sustained by GEICO and the costs of this suit, including reasonable attorneys' fees. Between 2005 and 2011, GEICO has paid to Sebastian substantial claim amounts as identified in Exhibit 2.

725. The Defendants concealed the fraudulent nature of these claims through their misrepresentations and material omissions. In addition to concealing the fraudulent nature of each individual claim, the Defendants also concealed the existence of the overall scheme to defraud.

726. GEICO was damaged by this scheme in that payments were made to the Defendant Sebastian which would not have otherwise been made but for the fraudulent activities.

**FORTY-EIGHTH CLAIM FOR RELIEF**  
**(Against Defendants Sebastian, Kim, Tsirlin, Shevetz, John Doe 15 and ABC Corp. 15)**  
**(Violation of 18 U.S.C. §1962(d))**

727. GEICO repeats and realleges the allegations of paragraphs 1 through 726 of this Complaint with the same force and effect as if set forth fully herein.

728. The Defendants Sebastian, Kim, Tsirlin, Shevetz, John Doe 15 and ABC Corp. 15 have conspired with each other to violate 18 U.S.C. § 1962(c).

729. The Defendants Sebastian, Kim, Tsirlin, Shevetz, John Doe 15 and ABC Corp. 15 each agreed to participate in a conspiracy to commit the RICO violation by agreeing to

conduct the affairs of the PC Enterprise or Associated In Fact Enterprise by means of a pattern of racketeering activity, including numerous acts of mail and wire fraud as set forth in Exhibit 1, and through the preparation and/or submission of fraudulent claim documents to GEICO including billing numerous tests in the name of the Defendant Sebastian that were not administered and through the submission of supporting sham invoices and the preparation and/or submission of fraudulent claim documents to GEICO.

730. The purpose of the conspiracy was to obtain No-Fault payments from GEICO based on sham invoices and fraudulent claim documents. Each of the conspirators was aware of this goal and agreed to take part in facilitating it.

731. GEICO has been injured in its business and property by reason of this conspiratorial conduct, in that it has paid substantial insurance benefits as a result of the unlawful conduct.

732. By virtue of this violation of 18 U.S.C. § 1962(d), the Defendants Sebastian, Kim, Tsirlin, Shevetz, John Doe 15 and ABC Corp. 15 are jointly and severally liable to GEICO for three times the damages that GEICO has sustained, plus the costs of this suit, including reasonable attorneys' fees.

733. The Defendants Sebastian, Kim, Tsirlin, Shevetz, John Doe 15 and ABC Corp. 15 concealed their conspiratorial conduct, as well as their overall scheme to defraud, from GEICO through their misrepresentations and material omissions. This prevented GEICO from discovering or asserting, until now, the foregoing claim, or the injury resulting therefrom to GEICO.

**FORTY-NINTH CLAIM FOR RELIEF**  
**(Against Defendant Sebastian)**  
**(Declaratory Judgment)**

734. GEICO repeats and re-alleges each and every allegation contained in paragraphs numbered 1 through 733 hereof as if fully set forth herein.

735. The Defendant Sebastian has failed to disclose to its patients that it has a financial relationship with its referring providers.

736. In order to be eligible to receive assigned no-fault benefits, an assignee provider must adhere to all applicable New York statutes which grant the authority to provide health services in New York State.

737. Sebastian is a sham and illegal professional medical corporation which is not owned controlled and/or managed by the Defendant Shevetz and Sebastian is engaged in illegal fee splitting with its real owners and its referring providers.

738. The Defendant Sebastian continues to submit assigned no-fault claims to GEICO.

739. GEICO has and will be prejudiced without a judicial declaration that the Defendant Sebastian is not entitled to payment of assigned first-party no-fault benefits in any claims from GEICO due to: (1) Sebastian's failure to disclose its financial relationship with its referring providers to its patients pursuant to Public Health Law §238-d; (2) the fact that Sebastian is a sham and illegal professional medical corporation which is not owned controlled and managed by the Defendant Shevetz; (3) the fact that Sebastian is engaged in illegal fee splitting with its real owners and its referring providers; and (4) its use of independent contractors to provide services and that the Defendant Sebastian may not seek to assert a lien against any assignors.

740. There exists a real, actual and justifiable controversy between GEICO and the Defendant Sebastian.

741. GEICO has no adequate remedy at law.

**FIFTIETH CLAIM FOR RELIEF**

**(Against Defendants Kim, Lagoduke, John Doe 16 and ABC Corp. 16)**

**(Violation of 18 U.S.C. § 1962(c))**

**(PC Enterprise)**

742. GEICO repeats and realleges the allegations of paragraphs 1 through 741 of this Complaint with the same force and effect as if set forth fully herein.

743. At all times relevant to this Complaint, the Defendant Polis constituted a separate “enterprise” within the meaning of 18 U.S.C. § 1961(4), which is engaged in, and the activities of which affect, interstate commerce (the “PC Enterprise”).

744. At all times relevant to this Complaint, the Defendants Kim, Lagoduke, John Doe 16 and ABC Corp. 16 were “persons” associated with an enterprise within the meaning of 18 U.S.C. §§ 1961(3) and 1965(c).

745. The Defendants Kim, Lagoduke, John Doe 16 and ABC Corp. 16 conducted or participated, directly or indirectly, in the conduct of the PC Enterprise’s affairs through a pattern of racketeering activity in violation of 18 U.S.C. § 1962(c). Lagoduke was the owner on paper of Polis and enabled the fraudulent billing to take place. Kim provided fictitious and impossible test results to support the improper billing. Lagoduke as owner on paper of Polis enabled Polis to regularly bill for inflated charges intended to maximum billing even though they were not necessary and could have harmed the patients. The acts alleged herein constitute a pattern of racketeering activity within the meaning of 18 U.S.C. § 1961, to wit, in violation of 18 U.S.C. §§ 1341 and 1343:

(a) Such Defendants devised and executed a scheme and artifice to defraud GEICO of its money and property by means of false and fraudulent pretenses, representations and promises and by the concealment of material facts regarding the health care claims for payment;

(b) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants concealed the fact that the Defendant Polis had financial relationships

with its referring providers and did not disclose these relationships to its patients and obtain their consent;

(c) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the Defendants Polis and Kim had administered nerve conduction velocity tests, needle emg and other electrodiagnostic tests to the patients when in fact no such tests had been administered;

(d) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the Defendant Kim had provided medical services including testing to the patients when in fact no such services had been provided by Kim;

(e) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants submitted fictitious and false test results in the names of the Defendants Polis and Kim with impossible findings that could have adversely affected the patients had they been actually relied upon;

(f) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the testing they administered and other services they provided was medically necessary for the care of the patients;

(g) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the services that the Defendant Polis billed for had been administered by employees of the Defendant Polis when in fact the services were administered by independent contractors or had not been administered at all,

(h) For the purpose of executing this scheme and artifice to defraud, such Defendants submitted such false and fraudulent claims and information to GEICO and others by use of the mail and interstate wire facilities and caused GEICO to make payments for said fraudulent claims by use of the mail and interstate wire facilities

746. The Defendants have engaged in this scheme from 2007 and up to the present and continuing and if the Court does not provide relief, the fraudulent enterprise will continue to

seek to submit and collect fraudulent claims. Every single claim submitted by the Defendants associated with this enterprise has been fraudulent.

747. A list of various mailings constituting a substantial number of the requisite predicate acts is annexed hereto as Exhibit 1.

748. By reason of such Defendants' violation of 18 U.S.C. § 1962(c), GEICO was injured in its business or property within the meaning of 18 U.S.C. § 1964(c) and is therefore entitled to recover from such defendants three times the damages sustained by GEICO and the costs of this suit, including reasonable attorneys' fees. Between 2007 and 2011, GEICO has paid to the Defendant Polis the substantial claim amounts as identified in Exhibit 2.

749. Such Defendants concealed the fraudulent nature of these claims through their misrepresentations and material omissions. In addition to concealing the fraudulent nature of each individual claim, such Defendants also concealed the existence of the overall scheme to defraud.

750. GEICO was damaged by this scheme in that payments were made to the Defendant Polis which would not have otherwise been made but for the fraudulent activities.

**FIFTY-FIRST CLAIM FOR RELIEF**  
**(Against Defendants Polis, Kim, Lagoduke, John Doe 16 and ABC Corp. 16)**  
**(Violation of 18 U.S.C. § 1962(c))**  
**(Association In Fact Enterprise)**

751. GEICO repeats and realleges the allegations of paragraphs 1 through 750 of this Complaint with the same force and effect as if set forth fully herein.

752. At all times relevant to this Complaint, the Defendants Polis, Kim, Lagoduke, John Doe 16 and ABC Corp. 16 constituted a separate associated in fact enterprise within the meaning of 18 U.S.C. § 1961(4), which is engaged in, and the activities of which affect, interstate

commerce (the “Associated In Fact Enterprise”). Such enterprise was formed with the common purpose of engaging in fraudulent activities.

753. At all times relevant to this Complaint, such Defendants were “persons” associated with an enterprise within the meaning of 18 U.S.C. §§ 1961(3) and 1965(c), with an existence separate and apart from the Associated In Fact Enterprise.

754. The Defendants conducted or participated, directly or indirectly, in the conduct of the Associated In Fact Enterprise’s affairs through a pattern of racketeering activity in violation of 18 U.S.C. § 1962(c). Lagoduke was the owner on paper of Polis and enabled the fraudulent billing to take place. Kim provided fictitious and impossible test results to support the improper billing. Lagoduke as owner on paper of Polis enabled Polis to regularly bill for inflated charges intended to maximum billing even though they were not necessary and could have harmed the patients. The acts alleged herein constitute a pattern of racketeering activity within the meaning of 18 U.S.C. § 1961, to wit, in violation of 18 U.S.C. §§ 1341 and 1343:

(a) Such Defendants devised and executed a scheme and artifice to defraud GEICO of its money and property by means of false and fraudulent pretenses, representations and promises and by the concealment of material facts regarding the health care claims for payment;

(b) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants concealed the fact that the Defendant Polis had financial relationships with its referring providers and did not disclose these relationships to its patients and obtain their consent;

(c) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the Defendants Polis and Kim had administered nerve conduction velocity tests, needle emg and other electrodiagnostic tests to the patients when in fact no such tests had been administered;



(d) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the Defendant Kim had provided medical services including testing to the patients when in fact no such services had been provided by Kim;

(e) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants submitted fictitious and false test results in the names of the Defendants Polis and Kim with impossible findings that could have adversely affected the patients had they been actually relied upon;

(f) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the testing they administered and other services they provided was medically necessary for the care of the patients;

(g) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the services that the Defendant Polis billed for had been administered by employees of the Defendant Polis when in fact the services were administered by independent contractors or had not been administered at all,

(h) For the purpose of executing this scheme and artifice to defraud, such Defendants submitted such false and fraudulent claims and information to GEICO and others by use of the mail and interstate wire facilities and caused GEICO to make payments for said fraudulent claims by use of the mail and interstate wire facilities

755. The Defendants have engaged in this scheme from 2007 and up to the present and continuing and if the Court does not provide relief, the fraudulent enterprise will continue to seek to submit and collect fraudulent claims. Every single claim submitted by the Defendants associated with this enterprise has been fraudulent.

756. A list of various mailings constituting a substantial number of the requisite predicate acts is annexed hereto as Exhibit 1.

757. The Enterprise is distinct from, and has an existence beyond, the pattern of racketeering that is described herein, namely by recruiting, overseeing, and coordinating many professionals and non-professionals who have been responsible for facilitating and performing a variety of administrative and professional functions beyond the acts of mail fraud (i.e. the submission of the fraudulent bills to GEICO and other insurers), by providing benefits for the staff of the enterprise, by creating and maintaining files and other records and by negotiating and executing various facility lease agreements.

758. By reason of such Defendants' violation of 18 U.S.C. § 1962(c), GEICO was injured in its business or property within the meaning of 18 U.S.C. § 1964(c) and is therefore entitled to recover from such Defendants three times the damages sustained by GEICO and the costs of this suit, including reasonable attorneys' fees. Between 2007 and 2011, GEICO has paid to Polis substantial claim amounts as identified in Exhibit 2.

759. The Defendants concealed the fraudulent nature of these claims through their misrepresentations and material omissions. In addition to concealing the fraudulent nature of each individual claim, the Defendants also concealed the existence of the overall scheme to defraud.

760. GEICO was damaged by this scheme in that payments were made to the Defendant Polis which would not have otherwise been made but for the fraudulent activities.

**FIFTY-SECOND CLAIM FOR RELIEF**  
**(Against Defendants Polis, Kim, Lagoduke, John Doe 16 and ABC Corp. 16)**  
**(Violation of 18 U.S.C. §1962(d))**

761. GEICO repeats and realleges the allegations of paragraphs 1 through 760 of this Complaint with the same force and effect as if set forth fully herein.

762. The Defendants Polis, Kim, Lagoduke, John Doe 16 and ABC Corp. 16 have conspired with each other to violate 18 U.S.C. § 1962(c).

763. The Defendants Polis, Kim, Lagoduke, John Doe 16 and ABC Corp. 16 each agreed to participate in a conspiracy to commit the RICO violation by agreeing to conduct the affairs of the PC Enterprise or Associated In Fact Enterprise by means of a pattern of racketeering activity, including numerous acts of mail and wire fraud as set forth in Exhibit 1, and through the preparation and/or submission of fraudulent claim documents to GEICO including billing numerous tests in the name of the Defendant Polis that were not administered and through the submission of supporting sham invoices and the preparation and/or submission of fraudulent claim documents to GEICO.

764. The purpose of the conspiracy was to obtain No-Fault payments from GEICO based on sham invoices and fraudulent claim documents. Each of the conspirators was aware of this goal and agreed to take part in facilitating it.

765. GEICO has been injured in its business and property by reason of this conspiratorial conduct, in that it has paid substantial insurance benefits as a result of the unlawful conduct.

766. By virtue of this violation of 18 U.S.C. § 1962(d), the Defendants Polis, Kim, Lagoduke, John Doe 16 and ABC Corp. 16 are jointly and severally liable to GEICO for three times the damages that GEICO has sustained, plus the costs of this suit, including reasonable attorneys' fees.

767. The Defendants Polis, Kim, Lagoduke, John Doe 16 and ABC Corp. 16 concealed their conspiratorial conduct, as well as their overall scheme to defraud, from GEICO through their misrepresentations and material omissions. This prevented GEICO from discovering or asserting, until now, the foregoing claim, or the injury resulting therefrom to GEICO.

**FIFTY-THIRD CLAIM FOR RELIEF**  
**(Against Defendant Polis)**

**(Declaratory Judgment)**

768. GEICO repeats and re-alleges each and every allegation contained in paragraphs numbered 1 through 767 hereof as if fully set forth herein.

769. The Defendant Polis has failed to disclose to its patients that it has a financial relationship with its referring providers.

770. In order to be eligible to receive assigned no-fault benefits, an assignee provider must adhere to all applicable New York statutes which grant the authority to provide health services in New York State.

771. Polis is a sham and illegal professional medical corporation which is not owned controlled and/or managed by the Defendant Lagoduke and Polis is engaged in illegal fee splitting with its real owners and its referring providers.

772. The Defendant Polis continues to submit assigned no-fault claims to GEICO.

773. GEICO has and will be prejudiced without a judicial declaration that the Defendant Polis is not entitled to payment of assigned first-party no-fault benefits in any claims from GEICO due to: (1) Polis's failure to disclose its financial relationship with its referring providers to its patients pursuant to Public Health Law §238-d; (2) the fact that Polis is a sham and illegal professional medical corporation which is not owned controlled and managed by the Defendant Lagoduke; (3) the fact that Polis is engaged in illegal fee splitting with its real owners and its referring providers; and (4) its use of independent contractors to provide services and that the Defendant Polis may not seek to assert a lien against any assignors.

774. There exists a real, actual and justifiable controversy between GEICO and the Defendant Polis.

775. GEICO has no adequate remedy at law

**FIFTY-FOURTH CLAIM FOR RELIEF**

**(Against Defendants Dublin, Kim, Tsirlin, Fazio, John Doe 17 and ABC Corp. 17)  
(Violation of 18 U.S.C. § 1962(c))  
(PC Enterprise)**

776. GEICO repeats and realleges the allegations of paragraphs 1 through 775 of this Complaint with the same force and effect as if set forth fully herein.

777. At all times relevant to this Complaint, the Defendant FMF constituted a separate “enterprise” within the meaning of 18 U.S.C. § 1961(4), which is engaged in, and the activities of which affect, interstate commerce (the “PC Enterprise”).

778. At all times relevant to this Complaint, the Defendants Dublin, Kim, Tsirlin, Fazio, John Doe 17 and ABC Corp. 17 were “persons” associated with an enterprise within the meaning of 18 U.S.C. §§ 1961(3) and 1965(c).

779. The Defendants Dublin, Kim, Tsirlin, Fazio, John Doe 17 and ABC Corp. 17 conducted or participated, directly or indirectly, in the conduct of the PC Enterprise’s affairs through a pattern of racketeering activity in violation of 18 U.S.C. § 1962(c). Fazio was the owner on paper of FMF and enabled the fraudulent billing to take place. Dublin, Kim, and Tsirlin provided fictitious and impossible test results to support the improper billing. Fazio as owner on paper of FMF enabled FMF to regularly bill for inflated charges intended to maximum billing even though they were not necessary and could have harmed the patients. The acts alleged herein constitute a pattern of racketeering activity within the meaning of 18 U.S.C. § 1961, to wit, in violation of 18 U.S.C. §§ 1341 and 1343:

(a) Such Defendants devised and executed a scheme and artifice to defraud GEICO of its money and property by means of false and fraudulent pretenses, representations and promises and by the concealment of material facts regarding the health care claims for payment;

(b) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants

concealed the fact that the Defendant FMF had financial relationships with its referring providers and did not disclose these relationships to its patients and obtain their consent;

(c) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the Defendants FMF, Dublin, Kim, and Tsirlin had administered nerve conduction velocity tests, needle emg and other electrodiagnostic tests to the patients when in fact no such tests had been administered;

(d) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the Defendants Dublin, Kim, and Tsirlin had provided medical services including testing to the patients when in fact no such services had been provided by Dublin, Kim, and Tsirlin;

(e) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants submitted fictitious and false test results in the names of the Defendants FMF, Dublin, Kim, and Tsirlin with impossible findings that could have adversely affected the patients had they been actually relied upon;

(f) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the testing they administered and other services they provided was medically necessary for the care of the patients;

(g) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the services that the Defendant FMF billed for had been administered by employees of the Defendant FMF when in fact the services were administered by independent contractors or had not been administered at all,

(h) For the purpose of executing this scheme and artifice to defraud, such Defendants submitted such false and fraudulent claims and information to GEICO and others by use of the mail and interstate wire facilities and caused GEICO to make payments for said fraudulent claims by use of the mail and interstate wire facilities

780. The Defendants have engaged in this scheme from 2009 and up to the present and continuing and if the Court does not provide relief, the fraudulent enterprise will continue to

seek to submit and collect fraudulent claims. Every single claim submitted by the Defendants associated with this enterprise has been fraudulent.

781. A list of various mailings constituting a substantial number of the requisite predicate acts is annexed hereto as Exhibit 1.

782. By reason of such Defendants' violation of 18 U.S.C. § 1962(c), GEICO was injured in its business or property within the meaning of 18 U.S.C. § 1964(c) and is therefore entitled to recover from such defendants three times the damages sustained by GEICO and the costs of this suit, including reasonable attorneys' fees. Between 2009 and 2011, GEICO has paid to the Defendant FMF the substantial claim amounts as identified in Exhibit 2.

783. Such Defendants concealed the fraudulent nature of these claims through their misrepresentations and material omissions. In addition to concealing the fraudulent nature of each individual claim, such Defendants also concealed the existence of the overall scheme to defraud.

784. GEICO was damaged by this scheme in that payments were made to the Defendant FMF which would not have otherwise been made but for the fraudulent activities.

**FIFTY-FIFTH CLAIM FOR RELIEF**  
**(Against Defendants FMF, Dublin, Kim, Tsirlin, Fazio, John Doe 17 and ABC Corp. 17)**  
**(Violation of 18 U.S.C. § 1962(c))**  
**(Association In Fact Enterprise)**

785. GEICO repeats and realleges the allegations of paragraphs 1 through 784 of this Complaint with the same force and effect as if set forth fully herein.

786. At all times relevant to this Complaint, the Defendants FMF, Dublin, Kim, Tsirlin, Fazio, John Doe 17 and ABC Corp. 17 constituted a separate associated in fact enterprise within the meaning of 18 U.S.C. § 1961(4), which is engaged in, and the activities of which affect,



interstate commerce (the “Associated In Fact Enterprise”). Such enterprise was formed with the common purpose of engaging in fraudulent activities.

787. At all times relevant to this Complaint, such Defendants were “persons” associated with an enterprise within the meaning of 18 U.S.C. §§ 1961(3) and 1965(c), with an existence separate and apart from the Associated In Fact Enterprise.

788. The Defendants conducted or participated, directly or indirectly, in the conduct of the Associated In Fact Enterprise’s affairs through a pattern of racketeering activity in violation of 18 U.S.C. § 1962(c). Fazio was the owner on paper of FMF and enabled the fraudulent billing to take place. Dublin, Kim, and Tsirlin provided fictitious and impossible test results to support the improper billing. Fazio as owner on paper of FMF enabled FMF to regularly bill for inflated charges intended to maximum billing even though they were not necessary and could have harmed the patients. The acts alleged herein constitute a pattern of racketeering activity within the meaning of 18 U.S.C. § 1961, to wit, in violation of 18 U.S.C. §§ 1341 and 1343:

(a) Such Defendants devised and executed a scheme and artifice to defraud GEICO of its money and property by means of false and fraudulent pretenses, representations and promises and by the concealment of material facts regarding the health care claims for payment;

(b) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants concealed the fact that the Defendant FMF had financial relationships with its referring providers and did not disclose these relationships to its patients and obtain their consent;

(c) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the Defendants FMF, Dublin, Kim, and Tsirlin had administered nerve conduction velocity tests, needle emg and other electrodiagnostic tests to the patients when in fact no such tests had been administered;

(d) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the Defendants Dublin, Kim, and Tsirlin had provided medical services including testing to the patients when in fact no such services had been provided by Dublin, Kim, and Tsirlin;

(e) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants submitted fictitious and false test results in the names of the Defendants FMF, Dublin, Kim, and Tsirlin with impossible findings that could have adversely affected the patients had they been actually relied upon;

(f) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the testing they administered and other services they provided was medically necessary for the care of the patients;

(g) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the services that the Defendant FMF billed for had been administered by employees of the Defendant FMF when in fact the services were administered by independent contractors or had not been administered at all,

(h) For the purpose of executing this scheme and artifice to defraud, such Defendants submitted such false and fraudulent claims and information to GEICO and others by use of the mail and interstate wire facilities and caused GEICO to make payments for said fraudulent claims by use of the mail and interstate wire facilities

789. The Defendants have engaged in this scheme from 2009 and up to the present and continuing and if the Court does not provide relief, the fraudulent enterprise will continue to seek to submit and collect fraudulent claims. Every single claim submitted by the Defendants associated with this enterprise has been fraudulent.

790. A list of various mailings constituting a substantial number of the requisite predicate acts is annexed hereto as Exhibit 1.

791. The Enterprise is distinct from, and has an existence beyond, the pattern of racketeering that is described herein, namely by recruiting, overseeing, and coordinating many professionals and non-professionals who have been responsible for facilitating and performing a variety of administrative and professional functions beyond the acts of mail fraud (i.e. the submission of the fraudulent bills to GEICO and other insurers), by providing benefits for the staff of the enterprise, by creating and maintaining files and other records and by negotiating and executing various facility lease agreements.

792. By reason of such Defendants' violation of 18 U.S.C. § 1962(c), GEICO was injured in its business or property within the meaning of 18 U.S.C. § 1964(c) and is therefore entitled to recover from such Defendants three times the damages sustained by GEICO and the costs of this suit, including reasonable attorneys' fees. Between 2009 and 2011, GEICO has paid to FMF substantial claim amounts as identified in Exhibit 2.

793. The Defendants concealed the fraudulent nature of these claims through their misrepresentations and material omissions. In addition to concealing the fraudulent nature of each individual claim, the Defendants also concealed the existence of the overall scheme to defraud.

794. GEICO was damaged by this scheme in that payments were made to the Defendant FMF which would not have otherwise been made but for the fraudulent activities.

**FIFTY-SIXTH CLAIM FOR RELIEF**  
**(Against Defendants FMF, Dublin, Kim, Tsirlin, Fazio, John Doe 17 and ABC Corp. 17)**  
**(Violation of 18 U.S.C. §1962(d))**

795. GEICO repeats and realleges the allegations of paragraphs 1 through 794 of this Complaint with the same force and effect as if set forth fully herein.

796. The Defendants FMF, Dublin, Kim, Tsirlin, Fazio, John Doe 17 and ABC Corp. 17 have conspired with each other to violate 18 U.S.C. § 1962(c).

797. The Defendants FMF, Dublin, Kim, Tsirlin, Fazio, John Doe 17 and ABC Corp. 17 each agreed to participate in a conspiracy to commit the RICO violation by agreeing to conduct the affairs of the PC Enterprise or Associated In Fact Enterprise by means of a pattern of racketeering activity, including numerous acts of mail and wire fraud as set forth in Exhibit 1, and through the preparation and/or submission of fraudulent claim documents to GEICO including billing numerous tests in the name of the Defendant FMF that were not administered and through the submission of supporting sham invoices and the preparation and/or submission of fraudulent claim documents to GEICO.

798. The purpose of the conspiracy was to obtain No-Fault payments from GEICO based on sham invoices and fraudulent claim documents. Each of the conspirators was aware of this goal and agreed to take part in facilitating it.

799. GEICO has been injured in its business and property by reason of this conspiratorial conduct, in that it has paid substantial insurance benefits as a result of the unlawful conduct.

800. By virtue of this violation of 18 U.S.C. § 1962(d), the Defendants FMF, Dublin, Kim, Tsirlin, Fazio, John Doe 17 and ABC Corp. 17 are jointly and severally liable to GEICO for three times the damages that GEICO has sustained, plus the costs of this suit, including reasonable attorneys' fees.

801. The Defendants FMF, Dublin, Kim, Tsirlin, Fazio, John Doe 17 and ABC Corp. 17 concealed their conspiratorial conduct, as well as their overall scheme to defraud, from GEICO through their misrepresentations and material omissions. This prevented GEICO from discovering or asserting, until now, the foregoing claim, or the injury resulting therefrom to GEICO.

**FIFTY-SEVENTH CLAIM FOR RELIEF**  
**(Against Defendant FMF)**

**(Declaratory Judgment)**

802. GEICO repeats and re-alleges each and every allegation contained in paragraphs numbered 1 through 801 hereof as if fully set forth herein.

803. The Defendant FMF has failed to disclose to its patients that it has a financial relationship with its referring providers.

804. In order to be eligible to receive assigned no-fault benefits, an assignee provider must adhere to all applicable New York statutes which grant the authority to provide health services in New York State.

805. FMF is a sham and illegal professional medical corporation which is not owned controlled and/or managed by the Defendant Fazio and FMF is engaged in illegal fee splitting with its real owners and its referring providers.

806. The Defendant FMF continues to submit assigned no-fault claims to GEICO.

807. GEICO has and will be prejudiced without a judicial declaration that the Defendant FMF is not entitled to payment of assigned first-party no-fault benefits in any claims from GEICO due to: (1) FMF's failure to disclose its financial relationship with its referring providers to its patients pursuant to Public Health Law §238-d; (2) the fact that FMF is a sham and illegal professional medical corporation which is not owned controlled and managed by the Defendant Fazio; (3) the fact that FMF is engaged in illegal fee splitting with its real owners and its referring providers; and (4) its use of independent contractors to provide services and that the Defendant FMF may not seek to assert a lien against any assignors.

808. There exists a real, actual and justifiable controversy between GEICO and the Defendant FMF.

809. GEICO has no adequate remedy at law.

**FIFTY-EIGHTH CLAIM FOR RELIEF**  
**(Against Defendants Dublin, Gabinsky, John Doe 18 and ABC Corp. 18)**  
**(Violation of 18 U.S.C. § 1962(c))**  
**(PC Enterprise)**

810. GEICO repeats and realleges the allegations of paragraphs 1 through 809 of this Complaint with the same force and effect as if set forth fully herein.

811. At all times relevant to this Complaint, the Defendant Metar constituted a separate “enterprise” within the meaning of 18 U.S.C. § 1961(4), which is engaged in, and the activities of which affect, interstate commerce (the “PC Enterprise”).

812. At all times relevant to this Complaint, the Defendants Dublin, Gabinsky, John Doe 18 and ABC Corp. 18 were “persons” associated with an enterprise within the meaning of 18 U.S.C. §§ 1961(3) and 1965(c).

813. The Defendants Dublin, Gabinsky, John Doe 18 and ABC Corp. 18 conducted or participated, directly or indirectly, in the conduct of the PC Enterprise’s affairs through a pattern of racketeering activity in violation of 18 U.S.C. § 1962(c). Gabinsky was the owner on paper of Metar and enabled the fraudulent billing to take place. Dublin provided fictitious and impossible test results to support the improper billing. Gabinsky as owner on paper of Metar enabled Metar to regularly bill for inflated charges intended to maximum billing even though they were not necessary and could have harmed the patients. The acts alleged herein constitute a pattern of racketeering activity within the meaning of 18 U.S.C. § 1961, to wit, in violation of 18 U.S.C. §§ 1341 and 1343:

(a) Such Defendants devised and executed a scheme and artifice to defraud GEICO of its money and property by means of false and fraudulent pretenses, representations and promises and by the concealment of material facts regarding the health care claims for payment;

(b) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants

concealed the fact that the Defendant Metar had financial relationships with its referring providers and did not disclose these relationships to its patients and obtain their consent;

(c) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the Defendants Metar and Dublin had administered nerve conduction velocity tests, needle emg and other electrodiagnostic tests to the patients when in fact no such tests had been administered;

(d) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the Defendant Dublin had provided medical services including testing to the patients when in fact no such services had been provided by Dublin;

(e) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants submitted fictitious and false test results in the names of the Defendants Metar and Dublin with impossible findings that could have adversely affected the patients had they been actually relied upon;

(f) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the testing they administered and other services they provided was medically necessary for the care of the patients;

(g) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the services that the Defendant Metar billed for had been administered by employees of the Defendant Metar when in fact the services were administered by independent contractors or had not been administered at all,

(h) For the purpose of executing this scheme and artifice to defraud, such Defendants submitted such false and fraudulent claims and information to GEICO and others by use of the mail and interstate wire facilities and caused GEICO to make payments for said fraudulent claims by use of the mail and interstate wire facilities

814. The Defendants have engaged in this scheme from 2009 and up to the present and continuing and if the Court does not provide relief, the fraudulent enterprise will continue to



seek to submit and collect fraudulent claims. Every single claim submitted by the Defendants associated with this enterprise has been fraudulent.

815. A list of various mailings constituting a substantial number of the requisite predicate acts is annexed hereto as Exhibit 1.

816. By reason of such Defendants' violation of 18 U.S.C. § 1962(c), GEICO was injured in its business or property within the meaning of 18 U.S.C. § 1964(c) and is therefore entitled to recover from such defendants three times the damages sustained by GEICO and the costs of this suit, including reasonable attorneys' fees. Between 2009 and 2011, GEICO has paid to the Defendant Metar the substantial claim amounts as identified in Exhibit 2.

817. Such Defendants concealed the fraudulent nature of these claims through their misrepresentations and material omissions. In addition to concealing the fraudulent nature of each individual claim, such Defendants also concealed the existence of the overall scheme to defraud.

818. GEICO was damaged by this scheme in that payments were made to the Defendant Metar which would not have otherwise been made but for the fraudulent activities.

**FIFTY-NINTH CLAIM FOR RELIEF**  
**(Against Defendants Metar, Dublin, Gabinsky, John Doe 18 and ABC Corp. 18)**  
**(Violation of 18 U.S.C. § 1962(c))**  
**(Association In Fact Enterprise)**

819. GEICO repeats and realleges the allegations of paragraphs 1 through 817 of this Complaint with the same force and effect as if set forth fully herein.

820. At all times relevant to this Complaint, the Defendants Metar, Dublin, Gabinsky, John Doe 18 and ABC Corp. 18 constituted a separate associated in fact enterprise within the meaning of 18 U.S.C. § 1961(4), which is engaged in, and the activities of which affect,

interstate commerce (the “Associated In Fact Enterprise”). Such enterprise was formed with the common purpose of engaging in fraudulent activities.

821. At all times relevant to this Complaint, such Defendants were “persons” associated with an enterprise within the meaning of 18 U.S.C. §§ 1961(3) and 1965(c), with an existence separate and apart from the Associated In Fact Enterprise.

822. The Defendants conducted or participated, directly or indirectly, in the conduct of the Associated In Fact Enterprise’s affairs through a pattern of racketeering activity in violation of 18 U.S.C. § 1962(c). Gabinsky was the owner on paper of Metar and enabled the fraudulent billing to take place. Dublin provided fictitious and impossible test results to support the improper billing. Gabinsky as owner on paper of Metar enabled Metar to regularly bill for inflated charges intended to maximum billing even though they were not necessary and could have harmed the patients. The acts alleged herein constitute a pattern of racketeering activity within the meaning of 18 U.S.C. § 1961, to wit, in violation of 18 U.S.C. §§ 1341 and 1343:

(a) Such Defendants devised and executed a scheme and artifice to defraud GEICO of its money and property by means of false and fraudulent pretenses, representations and promises and by the concealment of material facts regarding the health care claims for payment;

(b) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants concealed the fact that the Defendant Metar had financial relationships with its referring providers and did not disclose these relationships to its patients and obtain their consent;

(c) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the Defendants Metar and Dublin had administered nerve conduction velocity tests, needle emg and other electrodiagnostic tests to the patients when in fact no such tests had been administered;

(d) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the Defendant Dublin had provided medical services including testing to the patients when in fact no such services had been provided by Dublin;

(e) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants submitted fictitious and false test results in the names of the Defendants Metar and Dublin with impossible findings that could have adversely affected the patients had they been actually relied upon;

(f) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the testing they administered and other services they provided was medically necessary for the care of the patients;

(g) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the services that the Defendant Metar billed for had been administered by employees of the Defendant Metar when in fact the services were administered by independent contractors or had not been administered at all,

(h) For the purpose of executing this scheme and artifice to defraud, such Defendants submitted such false and fraudulent claims and information to GEICO and others by use of the mail and interstate wire facilities and caused GEICO to make payments for said fraudulent claims by use of the mail and interstate wire facilities

823. The Defendants have engaged in this scheme from 2009 and up to the present and continuing and if the Court does not provide relief, the fraudulent enterprise will continue to seek to submit and collect fraudulent claims. Every single claim submitted by the Defendants associated with this enterprise has been fraudulent.

824. A list of various mailings constituting a substantial number of the requisite predicate acts is annexed hereto as Exhibit 1.

825. The Enterprise is distinct from, and has an existence beyond, the pattern of racketeering that is described herein, namely by recruiting, overseeing, and coordinating many professionals and non-professionals who have been responsible for facilitating and performing a variety of administrative and professional functions beyond the acts of mail fraud (i.e. the submission of the fraudulent bills to GEICO and other insurers), by providing benefits for the staff of the enterprise, by creating and maintaining files and other records and by negotiating and executing various facility lease agreements.

826. By reason of such Defendants' violation of 18 U.S.C. § 1962(c), GEICO was injured in its business or property within the meaning of 18 U.S.C. § 1964(c) and is therefore entitled to recover from such Defendants three times the damages sustained by GEICO and the costs of this suit, including reasonable attorneys' fees. Between 2009 and 2011, GEICO has paid to Metar substantial claim amounts as identified in Exhibit 2.

827. The Defendants concealed the fraudulent nature of these claims through their misrepresentations and material omissions. In addition to concealing the fraudulent nature of each individual claim, the Defendants also concealed the existence of the overall scheme to defraud.

828. GEICO was damaged by this scheme in that payments were made to the Defendant Metar which would not have otherwise been made but for the fraudulent activities.

**SIXTIETH CLAIM FOR RELIEF**  
**(Against Defendants Metar, Dublin, Gabinsky, John Doe 18 and ABC Corp. 18)**  
**(Violation of 18 U.S.C. §1962(d))**

829. GEICO repeats and realleges the allegations of paragraphs 1 through 828 of this Complaint with the same force and effect as if set forth fully herein.

830. The Defendants Metar, Dublin, Gabinsky, John Doe 18 and ABC Corp. 18 have conspired with each other to violate 18 U.S.C. § 1962(c).

831. The Defendants Metar, Dublin, Gabinsky, John Doe 18 and ABC Corp. 18 each agreed to participate in a conspiracy to commit the RICO violation by agreeing to conduct the affairs of the PC Enterprise or Associated In Fact Enterprise by means of a pattern of racketeering activity, including numerous acts of mail and wire fraud as set forth in Exhibit 1, and through the preparation and/or submission of fraudulent claim documents to GEICO including billing numerous tests in the name of the Defendant Metar that were not administered and through the submission of supporting sham invoices and the preparation and/or submission of fraudulent claim documents to GEICO.

832. The purpose of the conspiracy was to obtain No-Fault payments from GEICO based on sham invoices and fraudulent claim documents. Each of the conspirators was aware of this goal and agreed to take part in facilitating it.

833. GEICO has been injured in its business and property by reason of this conspiratorial conduct, in that it has paid substantial insurance benefits as a result of the unlawful conduct.

834. By virtue of this violation of 18 U.S.C. § 1962(d), the Defendants Metar, Dublin, Gabinsky, John Doe 18 and ABC Corp. 18 are jointly and severally liable to GEICO for three times the damages that GEICO has sustained, plus the costs of this suit, including reasonable attorneys' fees.

835. The Defendants Metar, Dublin, Gabinsky, John Doe 18 and ABC Corp. 18 concealed their conspiratorial conduct, as well as their overall scheme to defraud, from GEICO through their misrepresentations and material omissions. This prevented GEICO from discovering or asserting, until now, the foregoing claim, or the injury resulting therefrom to GEICO.

**SIXTY-FIRST CLAIM FOR RELIEF**  
**(Against Defendant Metar)**

**(Declaratory Judgment)**

836. GEICO repeats and re-alleges each and every allegation contained in paragraphs numbered 1 through 835 hereof as if fully set forth herein.

837. GEICO's policy requires full compliance with the terms of coverage, including that the eligible injured person or that person's assignee or representative, upon request by GEICO shall submit to an examination under oath and provide any other pertinent information that may assist GEICO in determining the amount due and payable on the claims.

838. Compliance with the terms of coverage including appearing at an examination under oath is a condition precedent to coverage under the policy and no claim can lie under the policy once such a condition precedent has been violated.

839. The Defendant Metar, as the assignee of numerous claimants, has breached a condition precedent by refusing, without explanation, to appear and to testify at the required EUO or to provide any dates for a rescheduling of the examination.

840. The Defendant Metar has violated the condition precedents and is therefore not entitled to the payment of any assigned first-party no-fault benefits. Furthermore, Dumont may not seek to assert a lien against its assignors.

841. Based upon Metar's failure to comply with the GEICO policy condition requiring cooperation by way of their testimony, GEICO is entitled to a declaration that it has no duty to pay Metar for any claims asserted against it and that Dumont may not seek to assert a lien against any assignors.

842. The Defendant Metar has failed to disclose to its patients that it has a financial relationship with its referring providers.

843. In order to be eligible to receive assigned no-fault benefits, an assignee provider must adhere to all applicable New York statutes which grant the authority to provide health services in New York State.

844. Metar is a sham and illegal professional medical corporation which is not owned controlled and/or managed by the Defendant Gabinsky and Metar is engaged in illegal fee splitting with its real owners and its referring providers.

845. The Defendant Metar continues to submit assigned no-fault claims to GEICO.

846. GEICO has and will be prejudiced without a judicial declaration that the Defendant Metar is not entitled to payment of assigned first-party no-fault benefits in any claims from GEICO due to: (1) Metar's breach of the condition precedent enumerated in the GEICO policy; (2) Metar's failure to disclose its financial relationship with its referring providers to its patients pursuant to Public Health Law §238-d; (3) the fact that Metar is a sham and illegal professional medical corporation which is not owned controlled and managed by the Defendant Gabinsky; (4) the fact that Metar is engaged in illegal fee splitting with its real owners and its referring providers; and (5) its use of independent contractors to provide services and that the Defendant Metar may not seek to assert a lien against any assignors.

847. There exists a real, actual and justifiable controversy between GEICO and the Defendant Metar.

848. GEICO has no adequate remedy at law.

**SIXTY-SECOND CLAIM FOR RELIEF**  
**(Against Defendants Kim, Delacruz, John Doe 19 and ABC Corp. 19)**  
**(Violation of 22 U.S.C. § 1962(c))**  
**(PC Enterprise)**



849. GEICO repeats and realleges the allegations of paragraphs 1 through 848 of this Complaint with the same force and effect as if set forth fully herein.

850. At all times relevant to this Complaint, the Defendant Bronx Mega Care constituted a separate “enterprise” within the meaning of 22 U.S.C. § 1961(4), which is engaged in, and the activities of which affect, interstate commerce (the “PC Enterprise”).

851. At all times relevant to this Complaint, the Defendants Kim, Delacruz, John Doe 19 and ABC Corp. 19 were “persons” associated with an enterprise within the meaning of 22 U.S.C. §§ 1961(3) and 1965(c).

852. The Defendants Kim, Delacruz, John Doe 19 and ABC Corp. 19 conducted or participated, directly or indirectly, in the conduct of the PC Enterprise’s affairs through a pattern of racketeering activity in violation of 22 U.S.C. § 1962(c). Delacruz was the owner on paper of Bronx Mega Care and enabled the fraudulent billing to take place. Kim provided fictitious and impossible test results to support the improper billing. Delacruz as owner on paper of Bronx Mega Care enabled Bronx Mega Care to regularly bill for inflated charges intended to maximum billing even though they were not necessary and could have harmed the patients. The acts alleged herein constitute a pattern of racketeering activity within the meaning of 22 U.S.C. § 1961, to wit, in violation of 22 U.S.C. §§ 1341 and 1343:

(a) Such Defendants devised and executed a scheme and artifice to defraud GEICO of its money and property by means of false and fraudulent pretenses, representations and promises and by the concealment of material facts regarding the health care claims for payment;

(b) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants concealed the fact that the Defendant Bronx Mega Care had financial relationships with its referring providers and did not disclose these relationships to its patients and obtain their consent;

(c) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the Defendants Bronx Mega Care and Kim had administered nerve conduction velocity tests, needle emg and other electrodiagnostic tests to the patients when in fact no such tests had been administered;

(d) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the Defendant Kim had provided medical services including testing to the patients when in fact no such services had been provided by Kim;

(e) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants submitted fictitious and false test results in the names of the Defendants Bronx Mega Care and Kim with impossible findings that could have adversely affected the patients had they been actually relied upon;

(f) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the testing they administered and other services they provided was medically necessary for the care of the patients;

(g) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the services that the Defendant Bronx Mega Care billed for had been administered by employees of the Defendant Bronx Mega Care when in fact the services were administered by independent contractors or had not been administered at all,

(h) For the purpose of executing this scheme and artifice to defraud, such Defendants submitted such false and fraudulent claims and information to GEICO and others by use of the mail and interstate wire facilities and caused GEICO to make payments for said fraudulent claims by use of the mail and interstate wire facilities

853. The Defendants have engaged in this scheme from 2008 and up to the present and continuing and if the Court does not provide relief, the fraudulent enterprise will continue to seek to submit and collect fraudulent claims. Every single claim submitted by the Defendants associated with this enterprise has been fraudulent.

854. A list of various mailings constituting a substantial number of the requisite predicate acts is annexed hereto as Exhibit 1.

855. By reason of such Defendants' violation of 22 U.S.C. § 1962(c), GEICO was injured in its business or property within the meaning of 22 U.S.C. § 1964(c) and is therefore entitled to recover from such defendants three times the damages sustained by GEICO and the costs of this suit, including reasonable attorneys' fees. Between 2008 and 2011, GEICO has paid to the Defendant Bronx Mega Care the substantial claim amounts as identified in Exhibit 2.

856. Such Defendants concealed the fraudulent nature of these claims through their misrepresentations and material omissions. In addition to concealing the fraudulent nature of each individual claim, such Defendants also concealed the existence of the overall scheme to defraud.

857. GEICO was damaged by this scheme in that payments were made to the Defendant Bronx Mega Care which would not have otherwise been made but for the fraudulent activities.

**SIXTY-THIRD CLAIM FOR RELIEF**

**(Against Defendants Bronx Mega Care, Kim, Delacruz, John Doe 19 and ABC Corp. 19)  
(Violation of 22 U.S.C. § 1962(c))  
(Association In Fact Enterprise)**

858. GEICO repeats and realleges the allegations of paragraphs 1 through 857 of this Complaint with the same force and effect as if set forth fully herein.

859. At all times relevant to this Complaint, the Defendants Bronx Mega Care, Kim, Delacruz, John Doe 19 and ABC Corp. 19 constituted a separate associated in fact enterprise within the meaning of 22 U.S.C. § 1961(4), which is engaged in, and the activities of which affect, interstate commerce (the "Associated In Fact Enterprise"). Such enterprise was formed with the common purpose of engaging in fraudulent activities.

860. At all times relevant to this Complaint, such Defendants were “persons” associated with an enterprise within the meaning of 22 U.S.C. §§ 1961(3) and 1965(c), with an existence separate and apart from the Associated In Fact Enterprise.

861. The Defendants conducted or participated, directly or indirectly, in the conduct of the Associated In Fact Enterprise’s affairs through a pattern of racketeering activity in violation of 22 U.S.C. § 1962(c). Delacruz was the owner on paper of Bronx Mega Care and enabled the fraudulent billing to take place. Kim provided fictitious and impossible test results to support the improper billing. Delacruz as owner on paper of Bronx Mega Care enabled Bronx Mega Care to regularly bill for inflated charges intended to maximum billing even though they were not necessary and could have harmed the patients. The acts alleged herein constitute a pattern of racketeering activity within the meaning of 22 U.S.C. § 1961, to wit, in violation of 22 U.S.C. §§ 1341 and 1343:

(a) Such Defendants devised and executed a scheme and artifice to defraud GEICO of its money and property by means of false and fraudulent pretenses, representations and promises and by the concealment of material facts regarding the health care claims for payment;

(b) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants concealed the fact that the Defendant Bronx Mega Care had financial relationships with its referring providers and did not disclose these relationships to its patients and obtain their consent;

(c) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the Defendants Bronx Mega Care and Kim had administered nerve conduction velocity tests, needle emg and other electrodiagnostic tests to the patients when in fact no such tests had been administered;

(d) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the Defendant Kim

had provided medical services including testing to the patients when in fact no such services had been provided by Kim;

(e) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants submitted fictitious and false test results in the names of the Defendants Bronx Mega Care and Kim with impossible findings that could have adversely affected the patients had they been actually relied upon;

(f) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the testing they administered and other services they provided was medically necessary for the care of the patients;

(g) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the services that the Defendant Bronx Mega Care billed for had been administered by employees of the Defendant Bronx Mega Care when in fact the services were administered by independent contractors or had not been administered at all,

(h) For the purpose of executing this scheme and artifice to defraud, such Defendants submitted such false and fraudulent claims and information to GEICO and others by use of the mail and interstate wire facilities and caused GEICO to make payments for said fraudulent claims by use of the mail and interstate wire facilities

862. The Defendants have engaged in this scheme from 2008 and up to the present and continuing and if the Court does not provide relief, the fraudulent enterprise will continue to seek to submit and collect fraudulent claims. Every single claim submitted by the Defendants associated with this enterprise has been fraudulent.

863. A list of various mailings constituting a substantial number of the requisite predicate acts is annexed hereto as Exhibit 1.

864. The Enterprise is distinct from, and has an existence beyond, the pattern of racketeering that is described herein, namely by recruiting, overseeing, and coordinating many

professionals and non-professionals who have been responsible for facilitating and performing a variety of administrative and professional functions beyond the acts of mail fraud (i.e. the submission of the fraudulent bills to GEICO and other insurers), by providing benefits for the staff of the enterprise, by creating and maintaining files and other records and by negotiating and executing various facility lease agreements.

865. By reason of such Defendants' violation of 22 U.S.C. § 1962(c), GEICO was injured in its business or property within the meaning of 22 U.S.C. § 1964(c) and is therefore entitled to recover from such Defendants three times the damages sustained by GEICO and the costs of this suit, including reasonable attorneys' fees. Between 2008 and 2011, GEICO has paid to Bronx Mega Care substantial claim amounts as identified in Exhibit 2.

866. The Defendants concealed the fraudulent nature of these claims through their misrepresentations and material omissions. In addition to concealing the fraudulent nature of each individual claim, the Defendants also concealed the existence of the overall scheme to defraud.

867. GEICO was damaged by this scheme in that payments were made to the Defendant Bronx Mega Care which would not have otherwise been made but for the fraudulent activities.

**SIXTY-FOURTH CLAIM FOR RELIEF**  
**(Against Defendants Bronx Mega Care, Kim, Delacruz, John Doe 19 and ABC Corp. 19)**  
**(Violation of 22 U.S.C. §1962(d))**

868. GEICO repeats and realleges the allegations of paragraphs 1 through 867 of this Complaint with the same force and effect as if set forth fully herein.

869. The Defendants Bronx Mega Care, Kim, Delacruz, John Doe 19 and ABC Corp. 19 have conspired with each other to violate 22 U.S.C. § 1962(c).

870. The Defendants Bronx Mega Care, Kim, Delacruz, John Doe 19 and ABC Corp. 19 each agreed to participate in a conspiracy to commit the RICO violation by agreeing to conduct the affairs of the PC Enterprise or Associated In Fact Enterprise by means of a pattern of racketeering activity, including numerous acts of mail and wire fraud as set forth in Exhibit 1, and through the preparation and/or submission of fraudulent claim documents to GEICO including billing numerous tests in the name of the Defendant Bronx Mega Care that were not administered and through the submission of supporting sham invoices and the preparation and/or submission of fraudulent claim documents to GEICO.

871. The purpose of the conspiracy was to obtain No-Fault payments from GEICO based on sham invoices and fraudulent claim documents. Each of the conspirators was aware of this goal and agreed to take part in facilitating it.

872. GEICO has been injured in its business and property by reason of this conspiratorial conduct, in that it has paid substantial insurance benefits as a result of the unlawful conduct.

873. By virtue of this violation of 22 U.S.C. § 1962(d), the Defendants Bronx Mega Care, Kim, Delacruz, John Doe 19 and ABC Corp. 19 are jointly and severally liable to GEICO for three times the damages that GEICO has sustained, plus the costs of this suit, including reasonable attorneys' fees.

874. The Defendants Bronx Mega Care, Kim, Delacruz, John Doe 19 and ABC Corp. 19 concealed their conspiratorial conduct, as well as their overall scheme to defraud, from GEICO through their misrepresentations and material omissions. This prevented GEICO from discovering or asserting, until now, the foregoing claim, or the injury resulting therefrom to GEICO.

**SIXTY-FIFTH CLAIM FOR RELIEF**  
**(Against Defendant Bronx Mega Care)**



**(Declaratory Judgment)**

875. GEICO repeats and re-alleges each and every allegation contained in paragraphs numbered 1 through 874 hereof as if fully set forth herein.

876. The Defendant Bronx Mega Care has failed to disclose to its patients that it has a financial relationship with its referring providers.

877. In order to be eligible to receive assigned no-fault benefits, an assignee provider must adhere to all applicable New York statutes which grant the authority to provide health services in New York State.

878. Bronx Mega Care is a sham and illegal professional medical corporation which is not owned controlled and/or managed by the Defendant Delacruz and Bronx Mega Care is engaged in illegal fee splitting with its real owners and its referring providers.

879. The Defendant Bronx Mega Care continues to submit assigned no-fault claims to GEICO.

880. GEICO has and will be prejudiced without a judicial declaration that the Defendant Bronx Mega Care is not entitled to payment of assigned first-party no-fault benefits in any claims from GEICO due to: (1) Bronx Mega Care's failure to disclose its financial relationship with its referring providers to its patients pursuant to Public Health Law §238-d; (2) the fact that Bronx Mega Care is a sham and illegal professional medical corporation which is not owned controlled and managed by the Defendant Delacruz; (3) the fact that Bronx Mega Care is engaged in illegal fee splitting with its real owners and its referring providers; and (4) its use of independent contractors to provide services and that the Defendant Bronx Mega Care may not seek to assert a lien against any assignors.

881. There exists a real, actual and justifiable controversy between GEICO and the Defendant Bronx Mega Care.

882. GEICO has no adequate remedy at law.

**SIXTY-SIXTH CLAIM FOR RELIEF**  
**(Against Defendants Dublin, John Doe 20 and ABC Corp. 20)**  
**(Violation of 23 U.S.C. § 1962(c))**  
**(PC Enterprise)**

883. GEICO repeats and realleges the allegations of paragraphs 1 through 882 of this Complaint with the same force and effect as if set forth fully herein.

884. At all times relevant to this Complaint, the Defendant Dublin Medical constituted a separate “enterprise” within the meaning of 23 U.S.C. § 1961(4), which is engaged in, and the activities of which affect, interstate commerce (the “PC Enterprise”).

885. At all times relevant to this Complaint, the Defendants Dublin, John Doe 20 and ABC Corp. 20 were “persons” associated with an enterprise within the meaning of 23 U.S.C. §§ 1961(3) and 1965(c).

886. The Defendants Dublin, John Doe 20 and ABC Corp. 20 conducted or participated, directly or indirectly, in the conduct of the PC Enterprise’s affairs through a pattern of racketeering activity in violation of 23 U.S.C. § 1962(c). Dublin was the owner on paper of Dublin Medical and enabled the fraudulent billing to take place. Dublin also provided fictitious and impossible test results to support the improper billing. Dublin as owner on paper of Dublin Medical enabled Dublin Medical to regularly bill for inflated charges intended to maximum billing even though they were not necessary and could have harmed the patients. The acts alleged herein constitute a pattern of racketeering activity within the meaning of 23 U.S.C. § 1961, to wit, in violation of 23 U.S.C. §§ 1341 and 1343:

(a) Such Defendants devised and executed a scheme and artifice to defraud GEICO of its money and property by means of false and fraudulent pretenses, representations and promises and by the concealment of material facts regarding the health care claims for payment;

(b) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants concealed the fact that the Defendant Dublin Medical had financial relationships with its referring providers and did not disclose these relationships to its patients and obtain their consent;

(c) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the Defendants Dublin Medical and Dublin had administered nerve conduction velocity tests, needle emg and other electrodiagnostic tests to the patients when in fact no such tests had been administered;

(d) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the Defendant Dublin had provided medical services including testing to the patients when in fact no such services had been provided by Dublin;

(e) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants submitted fictitious and false test results in the names of the Defendants Dublin Medical and Dublin with impossible findings that could have adversely affected the patients had they been actually relied upon;

(f) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the testing they administered and other services they provided was medically necessary for the care of the patients;

(g) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the services that the Defendant Dublin Medical billed for had been administered by employees of the Defendant Dublin Medical when in fact the services were administered by independent contractors or had not been administered at all,

(h) For the purpose of executing this scheme and artifice to defraud, such Defendants submitted such false and fraudulent claims and information to GEICO and others by use of the mail and interstate wire facilities and caused GEICO to make payments for said fraudulent claims by use of the mail and interstate wire facilities

887. The Defendants have engaged in this scheme from 2010 and up to the present and continuing and if the Court does not provide relief, the fraudulent enterprise will continue to seek to submit and collect fraudulent claims. Every single claim submitted by the Defendants associated with this enterprise has been fraudulent.

888. A list of various mailings constituting a substantial number of the requisite predicate acts is annexed hereto as Exhibit 1.

889. By reason of such Defendants' violation of 23 U.S.C. § 1962(c), GEICO was injured in its business or property within the meaning of 23 U.S.C. § 1964(c) and is therefore entitled to recover from such defendants three times the damages sustained by GEICO and the costs of this suit, including reasonable attorneys' fees. Between 2010 and 2011, GEICO has paid to the Defendant Dublin Medical the substantial claim amounts as identified in Exhibit 2.

890. Such Defendants concealed the fraudulent nature of these claims through their misrepresentations and material omissions. In addition to concealing the fraudulent nature of each individual claim, such Defendants also concealed the existence of the overall scheme to defraud.

891. GEICO was damaged by this scheme in that payments were made to the Defendant Dublin Medical which would not have otherwise been made but for the fraudulent activities.

**SIXTY-SEVENTH CLAIM FOR RELIEF**  
**(Against Defendants Dublin Medical Dublin, John Doe 20 and ABC Corp. 20)**  
**(Violation of 23 U.S.C. § 1962(c))**  
**(Association In Fact Enterprise)**

892. GEICO repeats and realleges the allegations of paragraphs 1 through 891 of this Complaint with the same force and effect as if set forth fully herein.

893. At all times relevant to this Complaint, the Defendants Dublin Medical, Dublin, John Doe 20 and ABC Corp. 20 constituted a separate associated in fact enterprise within the meaning of 23 U.S.C. § 1961(4), which is engaged in, and the activities of which affect, interstate commerce (the “Associated In Fact Enterprise”). Such enterprise was formed with the common purpose of engaging in fraudulent activities.

894. At all times relevant to this Complaint, such Defendants were “persons” associated with an enterprise within the meaning of 23 U.S.C. §§ 1961(3) and 1965(c), with an existence separate and apart from the Associated In Fact Enterprise.

895. The Defendants conducted or participated, directly or indirectly, in the conduct of the Associated In Fact Enterprise’s affairs through a pattern of racketeering activity in violation of 23 U.S.C. § 1962(c). Dublin was the owner on paper of Dublin Medical and enabled the fraudulent billing to take place. Dublin provided fictitious and impossible test results to support the improper billing. Dublin as owner on paper of Dublin Medical enabled Dublin Medical to regularly bill for inflated charges intended to maximum billing even though they were not necessary and could have harmed the patients. The acts alleged herein constitute a pattern of racketeering activity within the meaning of 23 U.S.C. § 1961, to wit, in violation of 23 U.S.C. §§ 1341 and 1343:

(a) Such Defendants devised and executed a scheme and artifice to defraud GEICO of its money and property by means of false and fraudulent pretenses, representations and promises and by the concealment of material facts regarding the health care claims for payment;

(b) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants concealed the fact that the Defendant Dublin Medical had financial relationships with its referring providers

and did not disclose these relationships to its patients and obtain their consent;

(c) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the Defendants Dublin Medical and Dublin had administered nerve conduction velocity tests, needle emg and other electrodiagnostic tests to the patients when in fact no such tests had been administered;

(d) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the Defendant Dublin had provided medical services including testing to the patients when in fact no such services had been provided by Dublin;

(e) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants submitted fictitious and false test results in the names of the Defendants Dublin Medical and Dublin with impossible findings that could have adversely affected the patients had they been actually relied upon;

(f) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the testing they administered and other services they provided was medically necessary for the care of the patients;

(g) Pursuant to the scheme, such Defendants submitted to GEICO false and fraudulent claims and information in that such Defendants falsely represented that the services that the Defendant Dublin Medical billed for had been administered by employees of the Defendant Dublin Medical when in fact the services were administered by independent contractors or had not been administered at all,

(h) For the purpose of executing this scheme and artifice to defraud, such Defendants submitted such false and fraudulent claims and information to GEICO and others by use of the mail and interstate wire facilities and caused GEICO to make payments for said fraudulent claims by use of the mail and interstate wire facilities

896. The Defendants have engaged in this scheme from 2010 and up to the present and continuing and if the Court does not provide relief, the fraudulent enterprise will continue to seek to submit and collect fraudulent claims. Every single claim submitted by the Defendants associated with this enterprise has been fraudulent.

897. A list of various mailings constituting a substantial number of the requisite predicate acts is annexed hereto as Exhibit 1.

898. The Enterprise is distinct from, and has an existence beyond, the pattern of racketeering that is described herein, namely by recruiting, overseeing, and coordinating many professionals and non-professionals who have been responsible for facilitating and performing a variety of administrative and professional functions beyond the acts of mail fraud (i.e. the submission of the fraudulent bills to GEICO and other insurers), by providing benefits for the staff of the enterprise, by creating and maintaining files and other records and by negotiating and executing various facility lease agreements.

899. By reason of such Defendants' violation of 23 U.S.C. § 1962(c), GEICO was injured in its business or property within the meaning of 23 U.S.C. § 1964(c) and is therefore entitled to recover from such Defendants three times the damages sustained by GEICO and the costs of this suit, including reasonable attorneys' fees. Between 2010 and 2011, GEICO has paid to Dublin Medical substantial claim amounts as identified in Exhibit 2.

900. The Defendants concealed the fraudulent nature of these claims through their misrepresentations and material omissions. In addition to concealing the fraudulent nature of each individual claim, the Defendants also concealed the existence of the overall scheme to defraud.



901. GEICO was damaged by this scheme in that payments were made to the Defendant Dublin Medical which would not have otherwise been made but for the fraudulent activities.

**SIXTY-EIGHTH CLAIM FOR RELIEF**  
**(Against Defendants Dublin Medical, Dublin, John Doe 20 and ABC Corp. 20)**  
**(Violation of 23 U.S.C. §1962(d))**

902. GEICO repeats and realleges the allegations of paragraphs 1 through 901 of this Complaint with the same force and effect as if set forth fully herein.

903. The Defendants Dublin Medical, Dublin, John Doe 20 and ABC Corp. 20 have conspired with each other to violate 23 U.S.C. § 1962(c).

904. The Defendants Dublin Medical, Dublin, John Doe 20 and ABC Corp. 20 each agreed to participate in a conspiracy to commit the RICO violation by agreeing to conduct the affairs of the PC Enterprise or Associated In Fact Enterprise by means of a pattern of racketeering activity, including numerous acts of mail and wire fraud as set forth in Exhibit 1, and through the preparation and/or submission of fraudulent claim documents to GEICO including billing numerous tests in the name of the Defendant Dublin Medical that were not administered and through the submission of supporting sham invoices and the preparation and/or submission of fraudulent claim documents to GEICO.

905. The purpose of the conspiracy was to obtain No-Fault payments from GEICO based on sham invoices and fraudulent claim documents. Each of the conspirators was aware of this goal and agreed to take part in facilitating it.

906. GEICO has been injured in its business and property by reason of this conspiratorial conduct, in that it has paid substantial insurance benefits as a result of the unlawful conduct.

907. By virtue of this violation of 23 U.S.C. § 1962(d), the Defendants Dublin Medical, Dublin, John Doe 20 and ABC Corp. 20 are jointly and severally liable to GEICO for three times the damages that GEICO has sustained, plus the costs of this suit, including reasonable attorneys' fees.

908. The Defendants Dublin Medical, Dublin, John Doe 20 and ABC Corp. 20 concealed their conspiratorial conduct, as well as their overall scheme to defraud, from GEICO through their misrepresentations and material omissions. This prevented GEICO from discovering or asserting, until now, the foregoing claim, or the injury resulting therefrom to GEICO.

**SIXTY-NINTH CLAIM FOR RELIEF**  
**(Against Defendant Dublin Medical)**  
**(Declaratory Judgment)**

909. GEICO repeats and re-alleges each and every allegation contained in paragraphs numbered 1 through 908 hereof as if fully set forth herein.

910. The Defendant Dublin Medical has failed to disclose to its patients that it has a financial relationship with its referring providers.

911. In order to be eligible to receive assigned no-fault benefits, an assignee provider must adhere to all applicable New York statutes which grant the authority to provide health services in New York State.

912. Dublin Medical is a sham and illegal professional medical corporation which is not owned controlled and/or managed by the Defendant Dublin and Dublin Medical is engaged in illegal fee splitting with its real owners and its referring providers.

913. The Defendant Dublin Medical continues to submit assigned no-fault claims to GEICO.

914. GEICO has and will be prejudiced without a judicial declaration that the Defendant Dublin Medical is not entitled to payment of assigned first-party no-fault benefits in any claims from GEICO due to: (1) Dublin Medical's failure to disclose its financial relationship with its referring providers to its patients pursuant to Public Health Law §238-d; (2) the fact that Dublin Medical is a sham and illegal professional medical corporation which is not owned controlled and managed by the Defendant Dublin; (3) the fact that Dublin Medical is engaged in illegal fee splitting with its real owners and its referring providers; and (4) its use of independent contractors to provide services and that the Defendant Dublin Medical may not seek to assert a lien against any assignors.

915. There exists a real, actual and justifiable controversy between GEICO and the Defendant Dublin Medical.

916. GEICO has no adequate remedy at law.

#### **REQUEST FOR A STAY OF OTHER PROCEEDINGS**

917. To avoid a multiplicity of piecemeal litigation where all claims have in common the same issues, all lawsuits or arbitrations brought by the Defendants should be stayed.

WHEREFORE, Plaintiffs demand Judgments against the Defendants named in each Claim For Relief, jointly and severally, as follows:

(a) On GEICO's First Claim For Relief for fraud, the damages that GEICO has sustained as a result of the Defendants' conduct, plus punitive damages, such amounts to be determined at trial, plus a declaratory judgment decreeing that the Defendant PCs are sham corporations, and that GEICO has no obligation to pay pending no-fault claims submitted by the Defendant PCs;

(b) On GEICO's Second Claim For Relief, under Section 349 of New York's General Business Law, the damages that GEICO has sustained as a result of the Defendants' conduct, such amount to be determined at trial, plus GEICO's costs in this action, including reasonable attorneys' fees, plus a declaratory judgment decreeing that the Defendant PCs are sham corporations, and GEICO has no obligation to pay pending no-fault claims submitted by the Defendant PCs;

(c) On GEICO's Third Claim For Relief for unjust enrichment, the amount by which the Defendants were unjustly enriched, such amount to be determined at trial;

(d) On GEICO's fourth, fifth, sixth, ninth, tenth, eleventh, fourteenth, fifteenth, sixteenth, eighteenth, nineteenth, twentieth, twenty-second, twenty-third, twenty-fourth, twenty-sixth, twenty-seventh, twenty-eighth, thirtieth, thirty-first, thirty-second, thirty-fourth, thirty-fifth, thirty-sixth, thirty-eighth, thirty-ninth, fortieth, forty-second, forty-third, forty-fourth, forty-sixth, forty-seventh, forty-eighth, fiftieth, fifty-first, fifty-second, fifty-fourth, fifty-fifth, fifty-sixth, fifty-eighth, fifty-ninth, sixtieth, sixty-second, sixty-third, sixty-fourth, sixty-sixth, sixty-seventh and sixty-eighth Claims For Relief under RICO, three (3) times the damages that GEICO has sustained as a result of the improper conduct, such amount to be determined at trial, plus GEICO's costs in this suit, including reasonable attorneys' fees;

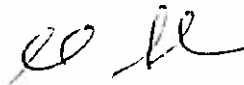
(e) On GEICO's seventh, twelfth, seventeenth, twenty-first, twenty-fifth, twenty-ninth, thirty-third, thirty-seventh, forty-first, forty-fifth, forty-ninth, fifth-third, fifty-seventh, sixty-first, sixty-fifth, and sixty-ninth Claims For Relief, a declaratory judgment decreeing that the GEICO has no obligation to pay pending nor future no-fault claims submitted to them by the Defendant PCs;

(f) On GEICO's eighth and thirteenth Claims for Relief under Section 238-a of New York's Public Health Law, the damages that GEICO has sustained as a result of the Defendants' conduct, such amount to be determined at trial,

(g) Awarding GEICO interest and costs, including attorneys' fees and such other relief as the Court may deem just and proper.

Dated: New York, New York  
August 19, 2011

SHORT & BILLY, P.C.

By:   
Skip Short (SS2788)  
Gregory Guido (GG5372)  
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# Exhibit

1

**AKO Medical, P.C.**

<b>Covered Person</b>	<b>Documents Mailed by AKO to GEICO</b>	<b>Misrepresentations Included</b>
R.S.  0360092790101019	Bill dated for services allegedly performed on 1/15/09 with reports and waveforms; mailed on or about February 5, 2009	<p>1) Electrodiagnostic reports and waveforms submitted were identical to those submitted by other patients with impossible and fictitious results.</p> <p>2) Procedures performed and billed that were of no possible benefit to patient.</p> <p>3) Held PC out as properly licensed.</p> <p>4) Services provided by non-employee of PC</p>
M.H.  0361973480101014	Bill dated for services allegedly performed on 3/24/09 with reports and waveforms; mailed on or about May 1, 2009	<p>1) Electrodiagnostic reports and waveforms submitted were identical to those submitted by other patients with impossible and fictitious results.</p> <p>2) Procedures performed and billed that were of no possible benefit to patient.</p> <p>3) Held PC out as properly licensed.</p> <p>4) Services provided by non-employee of PC</p>
T.M.  0353161000101017	Bill dated for services allegedly performed on 5/14/09 with reports and waveforms; mailed on or about June 17, 2009	<p>1) Electrodiagnostic reports and waveforms submitted were identical to those submitted by other patients with impossible and fictitious results.</p> <p>2) Procedures performed and billed that were of no possible benefit to patient.</p>



		3) Held PC out as properly licensed.
		4) Services provided by non-employee of PC

**Bronx Mega Care Medical, P.C.**

<b>Covered Person</b>	<b>Documents Mailed by Bronx Mega to GEICO</b>	<b>Misrepresentations Included</b>
S.N. 0357955170101012	Bill dated for services allegedly performed on 7/15/09 with reports and waveforms; mailed on or about August 19, 2009	1) Electrodiagnostic reports and waveforms submitted were identical to those submitted by other patients with impossible and fictitious results.  2) Procedures performed and billed that were of no possible benefit to patient.  3) Held PC out as properly licensed.  4) Services provided by non-employee of PC
E.M. 0246657630101054	Bill dated for services allegedly performed on 8/17/09 with reports and waveforms; mailed on or about September 22, 2009	1) Electrodiagnostic reports and waveforms submitted were identical to those submitted by other patients with impossible and fictitious results.  2) Procedures performed and billed that were of no possible benefit to patient.  3) Held PC out as properly licensed.  4) Services provided by non-employee of PC
W.M. 0170953390101016	Bill dated for services allegedly performed on 11/6/08 with reports and waveforms; mailed on or about December 11, 2008	1) Electrodiagnostic reports and waveforms submitted were identical to those submitted by other patients with impossible and

		<p>fictitious results.</p> <p>2) Procedures performed and billed that were of no possible benefit to patient.</p> <p>3) Held PC out as properly licensed.</p> <p>4) Services provided by non-employee of PC</p>
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**Dublin Medical, P.C.**

<b>Covered Person</b>	<b>Documents Mailed by Dublin to GEICO</b>	<b>Misrepresentations Included</b>
<p>A.R.</p> <p>0111519970101031</p>	<p>Bill dated for services allegedly performed on 4/22/10 with reports and waveforms; mailed on or about April 28, 2010</p>	<p>1) Electrodiagnostic reports and waveforms submitted were identical to those submitted by other patients with impossible and fictitious results.</p> <p>2) Procedures performed and billed that were of no possible benefit to patient.</p> <p>3) Held PC out as properly licensed.</p> <p>4) Services provided by non-employee of PC</p>
<p>D.D.</p> <p>0296955180101014</p>	<p>Bill dated for services allegedly performed on 4/22/10 with reports and waveforms; mailed on or about April 28, 2010</p>	<p>1) Electrodiagnostic reports and waveforms submitted were identical to those submitted by other patients with impossible and fictitious results.</p> <p>2) Procedures performed and billed that were of no possible benefit to patient.</p> <p>3) Held PC out as properly licensed.</p>

		4) Services provided by non-employee of PC
I.S. 0280966170101011	Bill dated for services allegedly performed on 7/13/10 with reports and waveforms; mailed on or about July 21, 2010	<p>1) Electrodiagnostic reports and waveforms submitted were identical to those submitted by other patients with impossible and fictitious results.</p> <p>2) Procedures performed and billed that were of no possible benefit to patient.</p> <p>3) Held PC out as properly licensed.</p> <p>4) Services provided by non-employee of PC</p>

**Flatlands Medical, P.C.**

<b>Covered Person</b>	<b>Documents Mailed by Flatlands to GEICO</b>	<b>Misrepresentations Included</b>
M.V. 0200635520101032	Bill dated for services allegedly performed on 11/19/08 with reports and waveforms; mailed on or about December 19, 2008	<p>1) Electrodiagnostic reports and waveforms submitted were identical to those submitted by other patients with impossible and fictitious results.</p> <p>2) Procedures performed and billed that were of no possible benefit to patient.</p> <p>3) Services provided by non-employee of PC</p>
R.S. 0297266990101015	Bill dated for services allegedly performed on 2/11/09 with reports and waveforms; mailed on or about March 12, 2009	<p>1) Electrodiagnostic reports and waveforms submitted were identical to those submitted by other patients with impossible and fictitious results.</p> <p>2) Procedures performed and billed that were of no possible benefit to patient.</p>

		3) Services provided by non-employee of PC
E.A.  0200635520101032	Bill dated for services allegedly performed on 11/19/08 with reports and waveforms; mailed on or about December 19, 2008	1) Electrodiagnostic reports and waveforms submitted were identical to those submitted by other patients with impossible and fictitious results.  2) Procedures performed and billed that were of no possible benefit to patient.  3) Services provided by non-employee of PC

**FMF Medical, P.C.**

<b>Covered Person</b>	<b>Documents Mailed by FMF to GEICO</b>	<b>Misrepresentations Included</b>
K.E.  0122017680101042	Bill dated for services allegedly performed on 9/1/09 with reports and waveforms; mailed on or about October 6, 2009	1) Electrodiagnostic reports and waveforms submitted were identical to those submitted by other patients with impossible and fictitious results.  2) Procedures performed and billed that were of no possible benefit to patient.  3) Held PC out as properly licensed.  4) Services provided by non-employee of PC
V.P.  0281938900101040	Bill dated for services allegedly performed on 12/30/09 with reports and waveforms; mailed on or about February 5, 2010	1) Electrodiagnostic reports and waveforms submitted were identical to those submitted by other patients with impossible and fictitious results.  2) Procedures performed and billed that were of no possible benefit to patient.

		<p>3) Held PC out as properly licensed.</p> <p>4) Services provided by non-employee of PC</p>
<p>G.D.</p> <p>0397508480101016</p>	<p>Bill dated for services allegedly performed on 1/24/11 with reports and waveforms; mailed on or about March 1, 2011</p>	<p>1) Electrodiagnostic reports and waveforms submitted were identical to those submitted by other patients with impossible and fictitious results.</p> <p>2) Procedures performed and billed that were of no possible benefit to patient.</p> <p>3) Held PC out as properly licensed.</p> <p>4) Services provided by non-employee of PC</p>

**J & J Medical, P.C.**

<b>Covered Person</b>	<b>Documents Mailed by J&amp;J to GEICO</b>	<b>Misrepresentations Included</b>
<p>R.F.</p> <p>0324712860101012</p>	<p>Bill dated for services allegedly performed on 3/2/09 with reports and waveforms; mailed on or about April 2, 2009</p>	<p>1) Electrodiagnostic reports and waveforms submitted were identical to those submitted by other patients with impossible and fictitious results.</p> <p>2) Procedures performed and billed that were of no possible benefit to patient.</p> <p>3) Held PC out as properly licensed.</p> <p>4) Services provided by non-employee of PC</p>
<p>J.R.</p> <p>0281956210101021</p>	<p>Bill dated for services allegedly performed on 5/13/09 with reports and waveforms; mailed on or</p>	<p>1) Electrodiagnostic reports and waveforms submitted were identical to those submitted by other patients</p>

	about June 4, 2009	<p>with impossible and fictitious results.</p> <p>2) Procedures performed and billed that were of no possible benefit to patient.</p> <p>3) Held PC out as properly licensed.</p> <p>4) Services provided by non-employee of PC</p>
<p>C.A.</p> <p>0287452700101071</p>	<p>Bill dated for services allegedly performed on 8/24/09 with reports and waveforms; mailed on or about September 29, 2009</p>	<p>1) Electrodiagnostic reports and waveforms submitted were identical to those submitted by other patients with impossible and fictitious results.</p> <p>2) Procedures performed and billed that were of no possible benefit to patient.</p> <p>3) Held PC out as properly licensed.</p> <p>4) Services provided by non-employee of PC</p>

**Jamaica Dedicated Medical Care, P.C.**

<b>Covered Person</b>	<b>Documents Mailed by Jamaica to GEICO</b>	<b>Misrepresentations Included</b>
<p>C.W.</p> <p>0308051300101013</p>	<p>Bill dated for services allegedly performed on 7/15/08 with reports and waveforms; mailed on or about August 22, 2008</p>	<p>1) Electrodiagnostic reports and waveforms submitted were identical to those submitted by other patients with impossible and fictitious results.</p> <p>2) Procedures performed and billed that were of no possible benefit to patient.</p> <p>3) Held PC out as properly licensed.</p>

		<p>4) Services provided by non-employee of PC</p> <p>5) Services were the result of an improper referral</p>
<p>P.G.</p> <p>0333383450101066</p>	<p>Bill dated for services allegedly performed on 1/27/09 with reports and waveforms; mailed on or about March 2, 2009</p>	<p>1) Electrodiagnostic reports and waveforms submitted were identical to those submitted by other patients with impossible and fictitious results.</p> <p>2) Procedures performed and billed that were of no possible benefit to patient.</p> <p>3) Held PC out as properly licensed.</p> <p>4) Services provided by non-employee of PC</p> <p>5) Services were the result of an improper referral</p>
<p>M.S.</p> <p>0321227250101012</p>	<p>Bill dated for services allegedly performed on 3/6/08 with reports and waveforms; mailed on or about April 2, 2008</p>	<p>1) Electrodiagnostic reports and waveforms submitted were identical to those submitted by other patients with impossible and fictitious results.</p> <p>2) Procedures performed and billed that were of no possible benefit to patient.</p> <p>3) Held PC out as properly licensed.</p> <p>4) Services provided by non-employee of PC</p> <p>5) Services were the result of an improper referral</p>



**Kath Medical, P.C.**

<b>Covered Person</b>	<b>Documents Mailed by Kath to GEICO</b>	<b>Misrepresentations Included</b>
D.L.  0315132090101032	Bill dated for services allegedly performed on 5/15/09 with reports and waveforms; mailed on or about June 18, 2009	<p>1) Electrodiagnostic reports and waveforms submitted were identical to those submitted by other patients with impossible and fictitious results.</p> <p>2) Procedures performed and billed that were of no possible benefit to patient.</p> <p>3) Held PC out as properly licensed.</p> <p>4) Services provided by non-employee of PC</p>
M.G.  0101268250101038	Bill dated for services allegedly performed on 1/20/09 with reports and waveforms; mailed on or about February 19, 2009	<p>1) Electrodiagnostic reports and waveforms submitted were identical to those submitted by other patients with impossible and fictitious results.</p> <p>2) Procedures performed and billed that were of no possible benefit to patient.</p> <p>3) Held PC out as properly licensed.</p> <p>4) Services provided by non-employee of PC</p>
E.R.  0248960590101124	Bill dated for services allegedly performed on 3/4/09 with reports and waveforms; mailed on or about March 26, 2009	<p>1) Electrodiagnostic reports and waveforms submitted were identical to those submitted by other patients with impossible and fictitious results.</p> <p>2) Procedures performed and billed that were of no possible benefit to patient.</p>

		<p>3) Held PC out as properly licensed.</p> <p>4) Services provided by non-employee of PC</p>
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**MDJ Medical, P.C.**

<b>Covered Person</b>	<b>Documents Mailed by MDJ to GEICO</b>	<b>Misrepresentations Included</b>
<p>R.J.</p> <p>0362011990101023</p>	<p>Bill dated for services allegedly performed on 8/19/09 with reports and waveforms; mailed on or about October 1, 2009</p>	<p>1) Electrodiagnostic reports and waveforms submitted were identical to those submitted by other patients with impossible and fictitious results.</p> <p>2) Procedures performed and billed that were of no possible benefit to patient.</p> <p>3) Held PC out as properly licensed.</p> <p>4) Services provided by non-employee of PC</p>
<p>C.H.</p> <p>0029559600101036</p>	<p>Bill dated for services allegedly performed on 8/19/09 with reports and waveforms; mailed on or about October 2, 2009</p>	<p>1) Electrodiagnostic reports and waveforms submitted were identical to those submitted by other patients with impossible and fictitious results.</p> <p>2) Procedures performed and billed that were of no possible benefit to patient.</p> <p>3) Held PC out as properly licensed.</p> <p>4) Services provided by non-employee of PC</p>
<p>D.W.</p> <p>0314451920101017</p>	<p>Bill dated for services allegedly performed on 6/18/09 with reports and waveforms; mailed on or</p>	<p>1) Electrodiagnostic reports and waveforms submitted were identical to those submitted by other patients</p>

	about July 30, 2009	<p>with impossible and fictitious results.</p> <p>2) Procedures performed and billed that were of no possible benefit to patient.</p> <p>3) Held PC out as properly licensed.</p> <p>4) Services provided by non-employee of PC</p>
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**Medical Polis, P.C.**

<b>Covered Person</b>	<b>Documents Mailed by Polis to GEICO</b>	<b>Misrepresentations Included</b>
<p>B.R.</p> <p>0285932240101014</p>	<p>Bill dated for services allegedly performed on 4/6/09 with reports and waveforms; mailed on or about May 4, 2009</p>	<p>1) Electrodiagnostic reports and waveforms submitted were identical to those submitted by other patients with impossible and fictitious results.</p> <p>2) Procedures performed and billed that were of no possible benefit to patient.</p> <p>3) Held PC out as properly licensed.</p> <p>4) Services provided by non-employee of PC</p>
<p>J.H.</p> <p>0356683660101018</p>	<p>Bill dated for services allegedly performed on 2/4/09 with reports and waveforms; mailed on or about March 9, 2009</p>	<p>1) Electrodiagnostic reports and waveforms submitted were identical to those submitted by other patients with impossible and fictitious results.</p> <p>2) Procedures performed and billed that were of no possible benefit to patient.</p> <p>3) Held PC out as properly licensed.</p>

		4) Services provided by non-employee of PC
S.N. 0107237230101040	Bill dated for services allegedly performed on 1/21/09 with reports and waveforms; mailed on or about February 20, 2009	<p>1) Electrodiagnostic reports and waveforms submitted were identical to those submitted by other patients with impossible and fictitious results.</p> <p>2) Procedures performed and billed that were of no possible benefit to patient.</p> <p>3) Held PC out as properly licensed.</p> <p>4) Services provided by non-employee of PC</p>

**Metar Medical, P.C.**

<b>Covered Person</b>	<b>Documents Mailed by Metar to GEICO</b>	<b>Misrepresentations Included</b>
M.S. 0259606000101016	Bill dated for services allegedly performed on 2/11/10 with reports and waveforms; mailed on or about March 23, 2010	<p>1) Electrodiagnostic reports and waveforms submitted were identical to those submitted by other patients with impossible and fictitious results.</p> <p>2) Procedures performed and billed that were of no possible benefit to patient.</p> <p>3) Held PC out as properly licensed.</p> <p>4) Services provided by non-employee of PC</p>
F.S. 0128412710101068	Bill dated for services allegedly performed on 2/23/10 with reports and waveforms; mailed on or about March 23, 2010	1) Electrodiagnostic reports and waveforms submitted were identical to those submitted by other patients with impossible and

		<p>fictitious results.</p> <p>2) Procedures performed and billed that were of no possible benefit to patient.</p> <p>3) Held PC out as properly licensed.</p> <p>4) Services provided by non-employee of PC</p>
<p>J.D.</p> <p>0290563130101054</p>	<p>Bill dated for services allegedly performed on 2/23/10 with reports and waveforms; mailed on or about March 23, 2010</p>	<p>1) Electrodiagnostic reports and waveforms submitted were identical to those submitted by other patients with impossible and fictitious results.</p> <p>2) Procedures performed and billed that were of no possible benefit to patient.</p> <p>3) Held PC out as properly licensed.</p> <p>4) Services provided by non-employee of PC</p>

**Michael Alleyne Medical Doctor, P.C.**

<b>Covered Person</b>	<b>Documents Mailed by Alleyne to GEICO</b>	<b>Misrepresentations Included</b>
<p>R.M.</p> <p>0347609300101011</p>	<p>Bill dated for services allegedly performed on 1/14/09 with reports and waveforms; mailed on or about February 27, 2009</p>	<p>1) Electrodiagnostic reports and waveforms submitted were identical to those submitted by other patients with impossible and fictitious results.</p> <p>2) Procedures performed and billed that were of no possible benefit to patient.</p> <p>3) Held PC out as properly licensed.</p> <p>4) Services provided by</p>

<p>T.K.</p> <p>0341991880101017</p>	<p>Bill dated for services allegedly performed on 6/25/08 with reports and waveforms; mailed on or about July 30, 2008</p>	<p>non-employee of PC</p> <p>1) Electrodiagnostic reports and waveforms submitted were identical to those submitted by other patients with impossible and fictitious results.</p> <p>2) Procedures performed and billed that were of no possible benefit to patient.</p> <p>3) Held PC out as properly licensed.</p> <p>4) Services provided by non-employee of PC</p>
<p>A.L.</p> <p>0272812120101026</p>	<p>Bill dated for services allegedly performed on 5/14/08 with reports and waveforms; mailed on or about June 27, 2008</p>	<p>1) Electrodiagnostic reports and waveforms submitted were identical to those submitted by other patients with impossible and fictitious results.</p> <p>2) Procedures performed and billed that were of no possible benefit to patient.</p> <p>3) Held PC out as properly licensed.</p> <p>4) Services provided by non-employee of PC</p>

**Neomy Medical, P.C.**

<b>Covered Person</b>	<b>Documents Mailed by Neomy to GEICO</b>	<b>Misrepresentations Included</b>
<p>B.R.</p> <p>0238360500101011</p>	<p>Bill dated for services allegedly performed on 3/4/08 with reports and waveforms; mailed on or about March 31, 2008</p>	<p>1) Electrodiagnostic reports and waveforms submitted were identical to those submitted by other patients with impossible and fictitious results.</p> <p>2) Procedures performed</p>

		<p>and billed that were of no possible benefit to patient.</p> <p>3) Held PC out as properly licensed.</p> <p>4) Services provided by non-employee of PC</p>
<p>M.O.</p> <p>0192780980101054</p>	<p>Bill dated for services allegedly performed on 2/19/08 with reports and waveforms; mailed on or about March 13, 2008</p>	<p>1) Electrodiagnostic reports and waveforms submitted were identical to those submitted by other patients with impossible and fictitious results.</p> <p>2) Procedures performed and billed that were of no possible benefit to patient.</p> <p>3) Held PC out as properly licensed.</p> <p>4) Services provided by non-employee of PC</p>
<p>G.F.</p> <p>0321926420101022</p>	<p>Bill dated for services allegedly performed on 1/8/08 with reports and waveforms; mailed on or about February 18, 2008</p>	<p>1) Electrodiagnostic reports and waveforms submitted were identical to those submitted by other patients with impossible and fictitious results.</p> <p>2) Procedures performed and billed that were of no possible benefit to patient.</p> <p>3) Held PC out as properly licensed.</p> <p>4) Services provided by non-employee of PC</p>



**Saturn Medical, P.C.**

Covered Person	Documents Mailed by Saturn to GEICO	Misrepresentations Included
<p>E.D.</p> <p>0358175270101015</p>	<p>Bill dated for services allegedly performed on 12/26/08 with reports and waveforms; mailed on or about February 2, 2009</p>	<p>1) Electrodiagnostic reports and waveforms submitted were identical to those submitted by other patients with impossible and fictitious results.</p> <p>2) Procedures performed and billed that were of no possible benefit to patient.</p> <p>3) Held PC out as properly licensed.</p> <p>4) Services provided by non-employee of PC</p>
<p>E.M.</p> <p>0284520010101024</p>	<p>Bill dated for services allegedly performed on 12/26/08 with reports and waveforms; mailed on or about February 2, 2009</p>	<p>1) Electrodiagnostic reports and waveforms submitted were identical to those submitted by other patients with impossible and fictitious results.</p> <p>2) Procedures performed and billed that were of no possible benefit to patient.</p> <p>3) Held PC out as properly licensed.</p> <p>4) Services provided by non-employee of PC</p>
<p>J.R.</p> <p>0323490890101010</p>	<p>Bill dated for services allegedly performed on 12/26/08 with reports and waveforms; mailed on or about February 2, 2009</p>	<p>1) Electrodiagnostic reports and waveforms submitted were identical to those submitted by other patients with impossible and fictitious results.</p> <p>2) Procedures performed and billed that were of no possible benefit to patient.</p>

		<p>3) Held PC out as properly licensed.</p> <p>4) Services provided by non-employee of PC</p>
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**Sebastian Medical, P.C.**

<b>Covered Person</b>	<b>Documents Mailed by Sebastian to GEICO</b>	<b>Misrepresentations Included</b>
<p>P.S.</p> <p>0316268790101036</p>	<p>Bill dated for services allegedly performed on 12/12/07 with reports and waveforms; mailed on or about January 16, 2008</p>	<p>1) Electrodiagnostic reports and waveforms submitted were identical to those submitted by other patients with impossible and fictitious results.</p> <p>2) Procedures performed and billed that were of no possible benefit to patient.</p> <p>3) Held PC out as properly licensed.</p> <p>4) Services provided by non-employee of PC</p>
<p>E.S.</p> <p>0305690460101017</p>	<p>Bill dated for services allegedly performed on 10/11/06 with reports and waveforms; mailed on or about November 21, 2006</p>	<p>1) Electrodiagnostic reports and waveforms submitted were identical to those submitted by other patients with impossible and fictitious results.</p> <p>2) Procedures performed and billed that were of no possible benefit to patient.</p> <p>3) Held PC out as properly licensed.</p> <p>4) Services provided by non-employee of PC</p>
<p>P.D.</p> <p>0329158330101015</p>	<p>Bill dated for services allegedly performed on 2/20/08 with reports and waveforms; mailed on or about April 3, 2008</p>	<p>1) Electrodiagnostic reports and waveforms submitted were identical to those submitted by other patients with impossible and</p>

		<p>fictitious results.</p> <p>2) Procedures performed and billed that were of no possible benefit to patient.</p> <p>3) Held PC out as properly licensed.</p> <p>4) Services provided by non-employee of PC</p>
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**V.E. Medical Care, P.C.**

<b>Covered Person</b>	<b>Documents Mailed by V.E. to GEICO</b>	<b>Misrepresentations Included</b>
<p>J.P.</p> <p>0330697970101014</p>	<p>Bill dated for services allegedly performed on 11/25/08 with reports and waveforms; mailed on or about December 29, 2008</p>	<p>1) Electrodiagnostic reports and waveforms submitted were identical to those submitted by other patients with impossible and fictitious results.</p> <p>2) Procedures performed and billed that were of no possible benefit to patient.</p> <p>3) Held PC out as properly licensed.</p> <p>4) Services provided by non-employee of PC</p> <p>5) Services were the result of an improper referral</p>
<p>V.I.</p> <p>0285618710101036</p>	<p>Bill dated for services allegedly performed on 11/29/07 with reports and waveforms; mailed on or about January 7, 2008</p>	<p>1) Electrodiagnostic reports and waveforms submitted were identical to those submitted by other patients with impossible and fictitious results.</p> <p>2) Procedures performed and billed that were of no possible benefit to patient.</p>

		<p>3) Held PC out as properly licensed.</p> <p>4) Services provided by non-employee of PC</p> <p>5) Services were the result of an improper referral</p>
<p>O.H.</p> <p>0184474270101046</p>	<p>Bill dated for services allegedly performed on 2/17/09 with reports and waveforms; mailed on or about March 25, 2009</p>	<p>1) Electrodiagnostic reports and waveforms submitted were identical to those submitted by other patients with impossible and fictitious results.</p> <p>2) Procedures performed and billed that were of no possible benefit to patient.</p> <p>3) Held PC out as properly licensed.</p> <p>4) Services provided by non-employee of PC</p> <p>5) Services were the result of an improper referral</p>

# Exhibit

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<b>Provider Name</b>	<b>Total Paid</b>
AKO Medical, P.C.	\$ 820,447.60
Bronx Mega Care Medical, P.C.	\$ 524,422.84
Dublin Medical, P.C.	\$ 24,684.73
Flatlands Medical, P.C.	\$ 631,141.60
FMF Medical, P.C.	\$ 407,562.11
Jamaica Dedicated Medical Care, P.C.	\$ 1,225,901.08
J&J Medical, P.C.	\$ 198,130.29
Kath Medical, P.C.	\$ 373,725.75
MDJ Medical, P.C.	\$ 675,692.82
Medical Polis, P.C.	\$ 1,297,881.49
Metar Medical, P.C.	\$ 27,673.68
Michael Alleyne Medical Doctor, P.C.	\$ 523,311.78
Neomy Medical, P.C.	\$ 2,220,781.67
Saturn Medical, P.C.	\$ 365,240.63
Sebastian Medical, P.C.	\$ 751,725.97
V.E. Medical, P.C.	\$ 2,121,236.69
<b>Totals</b>	<b>\$ 12,189,560.73</b>

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

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GOVERNMENT EMPLOYEES INSURANCE COMPANY,  
GEICO GENERAL INSURANCE COMPANY, GEICO  
INDEMNITY CO., AND GEICO CASUALTY COMPANY,

Plaintiffs,

-against-

BARRY DUBLIN, M.D., MICHAEL ALLEYNE, M.D.,  
RICHARD BERARDI, M.D., VIVIANE ETIENNE, M.D.,  
FRANK FAZIO, M.D., TATYANA GABINSKAYA, M.D.,  
SERGEY GABINSKY, M.D., RAFAEL DELACRUZ GOMEZ,  
M.D., CHOONG KWAN KIM, M.D., NIKOLAI LAGODUKE,  
M.D., LEE NAGOURNEY, M.D., ROMAN MATATOV,  
HENRY SENDYK, M.D., JASON SHEVETZ, M.D., VICTORIA  
TSINBERG, M.D., MARAT TSIRLIN, M.D., AKO MEDICAL,  
P.C., BRONX MEGA CARE MEDICAL, P.L.L.C., DUBLIN  
MEDICAL, P.C., FLATLANDS MEDICAL, P.C., FMF MEDICAL,  
P.C., JAMAICA DEDICATED MEDICAL CARE, P.C., J & J  
MEDICAL, P.C., KATH MEDICAL, P.C., MDJ MEDICAL,  
P.C., MEDICAL POLIS, P.C., METAR MEDICAL, P.C.,  
MICHAEL ALLEYNE MEDICAL DOCTOR, P.C.,  
NEOMY MEDICAL, P.C., SATURN MEDICAL, P.C.,  
SEBASTIAN MEDICAL, P.C., SUM BILLING CORP., V.E.  
MEDICAL CARE, P.C., JOHN DOES 1-20 and ABC CORPS. 1-20,

Defendants.

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COMPLAINT

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SHORT & BILLY, P.C.  
*Attorneys for Defendant(s)*  
217 Broadway, Suite 300  
New York, New York 10007  
(212) 732 - 3320