

# **EXHIBIT “P”**

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3 Community Medical Imaging, P.C.  
Victoria Fire & Casualty Company  
4 Insured: Alifred McNeal  
EIP/Claimant: Patience Osagie  
5 Claim No.: 594513  
Date of Loss: 5/20/2014  
6 BG&S File No. EU0140-3007D  
7 Community Medical Imaging, P.C.  
Nationwide Affinity Insurance Company of America  
8 BG&S File No. EU0140-3007E  
9 Community Medical Imaging, P.C.  
Nationwide Affinity Insurance Company of America  
10 Insured: Jose Cepeda Sr.  
EIP/Claimant: Jose Miguel Cepeda Jr.  
11 Claim No.: 739040-GA  
Date of Loss: 6/25/2014  
12  
13 Community Medical Imaging, P.C.  
Nationwide Affinity Insurance Company of America  
Insured: Jose Cepeda Sr.  
14 EIP/Claimant: Jose Manuel Cepeda  
Claim No.: 739040-GA  
15 Date of Loss: 6/25/2014  
16 Community Medical Imaging, P.C.  
Nationwide Affinity Insurance Company of America  
17 BG&S File No. EU0140-3007F  
18 Community Medical Imaging, P.C.  
Nationwide Affinity Insurance Company of America  
19 Insured: Sarah Frisch  
EIP/Claimant: Sarah Frisch  
20 Claim No.: 881387-GA  
Date of Loss: 8/22/2014  
21  
22 Community Medical Imaging, P.C.  
Nationwide Affinity Insurance Company of America  
Insured: Brigitte Santos  
23 EIP/Claimant: Ivan Espinal  
Claim No.: 923608-GA  
24 Date of Loss: 8/16/2014  
25 (Continued on next page to include claims.)

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Community Medical Imaging, P.C.  
Nationwide Property & Casualty Insurance Company  
Policyholder: Sun Laboratories Inc.  
Claimant: Raul Caguana  
Claim No: 986154-GA  
Date of Loss: 9/12/2014

Community Medical Imaging, P.C.  
Nationwide Affinity Insurance Company of America  
Policyholder: Rodrigo Macareno  
Claimant: Rodrigo Macareno  
Claim No: 801974-GA  
Date of Loss: 7/24/2014

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445 Broad Hollow Road  
Melville, New York 11747  
December 8, 2014  
10:27 a.m.

EXAMINATION UNDER OATH of DR. ANDREW  
McDONNELL, in the above-entitled action, held at  
the above time and place, pursuant to Notice,  
taken before Neda Hamidavipour, a shorthand  
reporter and Notary Public within and for the  
State of New York.

\*\*\*\*\*

American Stenographic, LLC  
8900 Sutphin Boulevard  
Suite 305  
Jamaica, New York  
Tel-718-291-6600  
Fax 718-291-6603  
855-US-STENO

1 A P P E A R A N C E S:

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THE ZUPPA FIRM PLLC

4

Attorneys for Claimant

5

1205 Franklin Avenue, Suite 340

6

Garden City, New York 11530

7

516-280-9833

8

BY: RAYMOND ZUPPA, ESQ.

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10

BRUNO, GERBINO & SORIANO, LLP

11

Attorneys for Respondent

NATIONWIDE INSURANCE COMPANY

12

445 Broad Hollow Road, Suite 220

Melville, New York 11747

13

631-390-0010

14

BY: ALLAN S. HOLLANDER, ESQ.

15

16 ALSO PRESENT:

17

THOMAS P. CARNEY, MPA, CIFI, FCLA

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Nationwide Insurance

Special Investigation Unit

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A N D R E W M c D O N N E L L, the witness herein, having been first duly sworn before a Notary Public of the State of New York, was examined and testified as follows:

EXAMINATION BY  
MR. HOLLANDER:

Q Please state your name for the record.

A Andrew McDonnell.

Q What is your address?

A 98-28 Queens Boulevard, Rego Park, New York 11374.

(Whereupon, copy of driver's license was marked Nationwide's Exhibit A for identification as of this date.)

Q Dr. McDonnell. My name is Allan Hollander. I'm an attorney with Bruno, Gerbino & Soriano, and we were retained today on behalf of Nationwide Insurance Company.

We're here today to conduct your Examination Under Oath as Nationwide has some questions to validate Community Medical Imaging, P.C. as a valid P.C. for no-fault benefits in the State of New York. So I'm going to ask you some questions today about that entity and the

1 A. McDonnell

2 structure of that entity.

3 This examination has been noticed with  
4 respect to several claims, which will be listed in  
5 the transcript, that have been submitted and have  
6 been pending until we can ask some questions about  
7 the P.C. Do you understand?

8 A Yes.

9 Q I ask that you answer the questions to  
10 the best of your ability. If you don't understand  
11 something, tell me you don't understand and I'll  
12 try to rephrase the question. If you don't  
13 remember or don't recall something, just tell me  
14 you don't recall.

15 I may ask for some paperwork or  
16 documentation to be submitted as part of today's  
17 examination. After today, I'll send a letter out  
18 to Mr. Zuppa's office. I'll give you a detailed  
19 list of everything that I ask for, and once that  
20 documentation is received along with your  
21 testimony, Nationwide will be able to make a  
22 determination of whether or not you're a valid  
23 P.C., and be able to honor the claims submitted  
24 previously.

25 A Sure.

1 A. McDonnell

2 Q Do you understand?

3 A I understand.

4 MR. ZUPPA: Just for the record, I note  
5 all requests will be taken under advisement.

6 MR. HOLLANDER: Okay.

7 Q Sir, what's your date of birth?

8 A 10/10/62.

9 Q What's your highest level of  
10 education?

11 A Bronx High School of Science.

12 Q That's your highest level?

13 A What's that?

14 Q What's your highest level of  
15 education?

16 A Oh, you said highest level? I'm  
17 sorry, I thought you said high school. Highest  
18 level?

19 Q Yes, highest level.

20 A Albany Medical College.

21 Q What year did you graduate?

22 A I graduated '86.

23 Q Where did you do your residency?

24 A Residency was Saint Vincent's.

25 Q What years?

1 A. McDonnell

2 A Staten Island. That was '87 to '91.

3 Q Internship?

4 A Internship was Stony Brook, '86, '87.

5 Q What states are you licensed to  
6 practice medicine in?

7 A New York, Pennsylvania, Ohio, Florida,  
8 California, Nevada, Arizona, Illinois and  
9 Virginia.

10 Q For New York, do you recall your  
11 license number?

12 A 170764.

13 Q What about Florida?

14 A I don't know. I don't know the other  
15 states.

16 Q You don't know the other states?

17 A No.

18 Q Are you actively practicing in any of  
19 these other states?

20 A Low level. I do some teleradiology,  
21 but very low level. Not really to any extent.

22 Q In any of those states, has there ever  
23 been any disciplinary proceedings brought against  
24 you?

25 A No.

1 A. McDonnell

2 Q Have you ever been convicted of any  
3 crimes?

4 A No.

5 Q Are you the current owner of any  
6 professional corporations?

7 A I have a personal P.C. It's Andrew J.  
8 McDonnell, M.D., P.C.

9 Q Where is that located?

10 A That's at my residence.

11 Q And that residence is what's been  
12 listed on your driver's license, which was marked  
13 as Nationwide Exhibit A (indicating)?

14 A Correct.

15 MR. HOLLANDER: For the record, that's  
16 7476 Iradell Road, Trumansburg, New York  
17 14886.

18 Q Do you see patients at that address?

19 A No, a P.C. doesn't do -- doesn't bill.  
20 It's just for tax purposes; it's for miscellaneous  
21 income.

22 Q Any other professional corporations?

23 A I am a partner at Lakes Radiology.

24 Q Is that a P.C. or PLLC?

25 A P.C.

1 A. McDonnell

2 Q Where is that located?

3 A Hornell, H-O-R-N-E-L-L, New York.

4 Q What type of practice is that?

5 A It's a radiology practice, hospital  
6 based, and there's some teleradiology accounts.

7 Q When you say you're a partner, do you  
8 know what percentage?

9 A I'd have to -- a quarter each, four  
10 partners.

11 Q Do you spend any time during the week  
12 in Hornell, New York?

13 A No, no. The structure is a  
14 hospital-based practice and it's -- the hospital  
15 is under receivership of the State and will be --  
16 the hospital may go out of business or -- soon.

17 Q Any other professional corporations?

18 A I read for Wimbledon Health and  
19 there's some -- there's one in New York, New York  
20 Diagnostic Services.

21 Q Are you an employee then at Wimbledon  
22 Health; do you 1099 to Andrew McDonnell, M.D.,  
23 P.C.?

24 A Excuse me?

25 Q You said you do work for Wimbledon

1 A. McDonnell

2 Health?

3 A Right.

4 Q Are you a W-2 employee of --

5 A It's a physician practice. It's an  
6 independent -- well, it's classified as IDTF, I  
7 believe. I'd have to research the structure of  
8 that. I believe it's IDTF. In terms of the exact  
9 structure, I'd have to research that.

10 Q How many reads do you do for Wimbledon  
11 Health per week?

12 A Maybe 15 or so. 15 cases, 20 cases.

13 Q And all of these reads are via  
14 teleradiology?

15 A Yes.

16 Q Any other employment; any other  
17 professional corporations you're affiliated with?

18 A Well, there's other -- there's two of  
19 -- in that same construct, there's Nevada and  
20 California there.

21 Q So Wimbledon Health is New York,  
22 Nevada and California?

23 A Correct, right.

24 Q Any other professional corporations?

25 A No.

1 A. McDonnell

2 Q Well, what about Community Medical --

3 A Oh, I thought you were talking about  
4 other corporations.

5 Q Well, are there any other professional  
6 corporations you have an ownership interest in?

7 A No.

8 Q Any other corporations that you  
9 currently work for?

10 A I -- in terms -- without ownership?  
11 Can you define what you --

12 Q Without ownership.

13 A I do some low level reads for  
14 USTeleradiology, but that's very low volume.

15 Q Anywhere else?

16 A (No response).

17 Q Any other corporations you do reads  
18 for?

19 A No.

20 Q Do you do any reads for a facility  
21 called New York Diagnostic Services?

22 A That's the one I mentioned. That's  
23 the P.C. That's -- that's the Wimbledon --

24 Q Wimbledon Health?

25 A Yes, that's there.

1 A. McDonnell

2 Q You said New York, Nevada and  
3 California. Do you also do Florida for them?

4 A No, I don't have a P.C. there. I do  
5 some reads in Florida, but I don't have -- there's  
6 no P.C. there.

7 Q When you do reads in Florida, through  
8 what corporation are you doing those reads for?

9 A I'd have to -- I'm not sure. I'd have  
10 to research. It's a subcontractor. It's just a  
11 per-case -- I'm just paid a fee per case. In  
12 terms of the billing, I'm not sure how the billing  
13 is. I'm not sure how that's done.

14 Q You're saying you're a subcontractor.  
15 How do you get those reads; how does that  
16 work?

17 A How?

18 Q Do you work for Wimbledon Health and  
19 then Wimbledon Health subcontracts you out to  
20 different radiological entities?

21 Can you just take me through the structure  
22 real quick?

23 A They -- in terms of their structure at  
24 the site, how they contract with the referring  
25 doctors, they do cases at the referring facility

1 A. McDonnell

2 and have -- I think it's leased time, but in terms  
3 of my -- I just -- I don't have a P.C.

4 It's just a per-case read and I'm not sure  
5 how their corporate structure is, how they're  
6 functioning in terms of --

7 Q I'm not really concerned about their  
8 corporate structure. I'm interested to know how  
9 you get the assignment and then what type of  
10 control you have over the reads for assignments  
11 you're getting.

12 Do you speak to the technicians, or do the  
13 reads just come in and you do the reads; how does  
14 that work?

15 A The reads come in. I get an e-mail  
16 there's reads to do and I read them. If there's  
17 anything structurally that I don't like about the  
18 technician, I let the main office know and they  
19 can send it back to the technician or, you know,  
20 we -- that sort of thing. The usual practice  
21 oversight.

22 If something is not right and needs to go  
23 back, or the technician needs to amend the report,  
24 or if the technician is not of good quality and --  
25 and, you know, the basic back and forth quality of

1 A. McDonnell

2 management.

3 Q So you would have no direct contact,  
4 when you're doing stuff for Wimbledon Health, with  
5 the technician unless there was some kind of  
6 problem with the read?

7 A Can you rephrase that? In terms of  
8 routine?

9 Q Well, you said an e-mail comes in,  
10 you'd do the read, dictate a report and then they  
11 get the read back; is that how it works?

12 A Right.

13 Q So there would be no direct  
14 communication with the technician, meaning you  
15 would speak to them on the phone prior to them  
16 doing the read, or you would have no practice and  
17 procedure or protocol in place for how the read is  
18 supposed to be done on reads for Wimbledon Health?

19 A Well, I've reviewed their -- in terms  
20 of their -- what they expect from the technician.  
21 There's standard forms and if they're not -- if  
22 they're not functioning to have the correct  
23 quality in those forms, we do an eye oversight  
24 over that.

25 If I don't like what I see and -- the

1 A. McDonnell

2 managers there have shown the forms that they're  
3 using and, you know, what they're displaying. So  
4 I'm aware of their work with the technician. I'm  
5 in contact with them and I'm aware -- if I don't  
6 like the quality, it's -- there's back and forth  
7 there, you know.

8 Q Do you visit any of those MRI  
9 facilities in Nevada, Florida, or California?

10 A They're not -- they're mobile  
11 ultrasound.

12 Q None of them are MRI facilities?

13 A No.

14 Q Is that including New York Diagnostic  
15 Services?

16 A Correct.

17 Q How long have you been doing reads for  
18 Wimbledon Health?

19 A July -- June, July of this year.

20 Q 2014?

21 A Right.

22 Q How did you become aware of this  
23 entity?

24 A There was an advertisement on -- I  
25 believe it was on ACRN.

1 A. McDonnell

2 Q Do you know what they were asking for?

3 A Ultrasound reads, a variety of  
4 vascular and body ultrasounds.

5 Q You said the volume is approximately  
6 15 per week now for you?

7 A About that.

8 Q When you get assignments through  
9 Wimbledon Health, do you get any information  
10 besides the reads; you get patient name, insurance  
11 information, but is there anything else?

12 A Yes, those forms are there.

13 Q Do you know, when you get that  
14 information, whether or not it's going through  
15 major medical, no-fault, or something else?

16 A It's -- I believe it's -- you know,  
17 it's on there. It's -- sometimes it's hard to  
18 tell, you know, fully, but the -- I'm not sure. I  
19 believe the insurance carrier is on there.

20 Q Do you know what percentage of  
21 Wimbledon Health's ultrasounds are no-fault based?

22 A I'm not sure theirs. I told them I  
23 don't -- I don't -- I don't want to do any  
24 no-fault through there. So there's no no-fault,  
25 to my knowledge.

1 A. McDonnell

2 Q They might have lied to you.

3 A Oh, yeah?

4 Q Well, I got one bill in the other day  
5 from a Florida entity, through Nationwide, for  
6 some work that you did. That's why I was asking  
7 you. I didn't understand before how you can be in  
8 Florida and New York at the same time.

9 A Right.

10 Q But I'm assuming it's all done through  
11 teleradiology?

12 A Yes.

13 (Whereupon, brief discussion was  
14 held off the record.)

15 Q For Wimbledon Health, is it paid per  
16 read, or do you have a flat fee per quarter; how  
17 does your free structure work?

18 A Fee per patient.

19 Q Do you know what that fee is?

20 A \$75.

21 Q Was that in the advertisement as well?

22 A I'm not sure about that.

23 Q Who did you meet with? Was it a  
24 telephone interview; did you meet in person with  
25 somebody from Wimbledon Health?

1 A. McDonnell

2 A Telephone.

3 Q Do you know who you were speaking to?

4 A Eric Glinieki.

5 Q E-R-I-C?

6 A E-R-I-C.

7 Q Last name?

8 A G-L-I-N-I-E -- I believe -- K-I.

9 Q Is Eric Glinieki a doctor or a  
10 layperson?

11 A Manager.

12 Q Wimbledon Health, do you know where  
13 it's operated out of, where its home office is?

14 A Florida.

15 Q At that time, did he talk to you about  
16 any part of the structure at Wimbledon Health?

17 A Other than that it was an IDTF and  
18 that -- that basic part of the structure.

19 Q Just for the record, could you define  
20 what an IDTF is?

21 A Independent testing facility.

22 MR. ZUPPA: Independent diagnostic  
23 testing facility, IDTF.

24 Q Did he tell you what your job  
25 responsibilities would be if you took the job?

1 A. McDonnell

2 A Basically what we discussed in terms  
3 of just the timely turnaround on the -- on the  
4 reads.

5 Q Was there any specific software that  
6 they had to send you to upload to see the reads  
7 and for you to do the reports?

8 A No.

9 Q Are you responsible for formatting and  
10 doing the reports, or do you dictate it and  
11 somebody else generates the reports?

12 A I dictate it and somebody else  
13 generates the reports.

14 Q Do you get the reports back after  
15 they're dictated?

16 A Yes.

17 Q And then you have to sign the reports?

18 A (No response).

19 Q You have to sign them?

20 A Verbal.

21 Q Verbal signature, okay. When you get  
22 their reports back, are they on the letterhead for  
23 whoever the entity is you're doing the read for?

24 A The letterhead? I think that  
25 formatting is done afterwards.

1 A. McDonnell

2 Q The reads that you do via  
3 teleradiology, is there a specific location where  
4 you do these reads at?

5 A It varies. It can be -- I mean, it's  
6 teleradiology, so usually home.

7 Q Well, what I'm asking is, is there a  
8 certain computer, or certain screen, that you have  
9 to view it on in order to make the reads, or can  
10 you look at it on an iPad or any computer?

11 A I have a grayscale monitor, 300  
12 megapixel, and I read it at home.

13 Q When you say "home," you're talking  
14 about Trumansburg, New York?

15 A Trumansburg, yes.

16 Q Besides that one grayscale monitor,  
17 any other grayscale monitors you have that you can  
18 do reads of off or have access to?

19 A I have others I can travel with if  
20 need be.

21 Q Besides the entities we just spoke  
22 about, are there any other agencies or  
23 professional corporations that you do reads for?

24 A No.

25 Q Community Medical Imaging, P.C., When

A. McDonnell

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was that formed?

A It was formed in March of this year,  
March 10th.

Q Are you the sole shareholder of that  
corporation?

A Yes.

Q Prior to Community Medical Imaging,  
P.C., were you ever the sole shareholder of any  
other professional radiology corporations?

A The sole shareholder? No.

Q So this is the first time that you've  
had your own professional corporation?

A Correct. I have my personal P.C.

Q I know you have your personal P.C.,  
but I meant for the specific purpose of doing  
radiology services and billing for radiology  
services.

A Correct.

Q You said the location is 98-28 Queens  
Boulevard, correct?

A Correct.

Q Now, prior to March of 2014, was there  
an existing radiology facility at 98-28 Queens  
Boulevard, Rego Park, New York?

1 A. McDonnell

2 A Yes, there was.

3 Q Do you know the name of that facility;  
4 do you remember the name?

5 A Professional Health Radiology.

6 Q Do you know who the owner of that  
7 facility was?

8 A Stewart Bakst.

9 Q Can you spell his last name for me?

10 A B-A-K-S-T.

11 Q Did you purchase the facility from  
12 Stewart Bakst?

13 A Yes.

14 Q How did you know it was for sale?

15 A Friend of mine was working in the area  
16 and became aware -- he was working in Brooklyn and  
17 became aware of it, and he let me know.

18 Q Do you recall your friend's name?

19 A Dr. Bidovich.

20 Q Can you spell the last name, please?

21 A B-I-D-O-B-I-C-H.

22 Q Is Dr. Bidovich also a radiologist?

23 A Yes.

24 Q During this time, were you actively  
25 looking to purchase a radiological practice?

1 A. McDonnell

2 A Well, the -- the entity, Lakes  
3 Radiology, in Hornell is having severe  
4 difficulties because the hospital is the main  
5 underpinning for that practice, so --

6 MR. HOLLANDER: Off the record one  
7 second, I'm sorry.

8 (Whereupon, brief discussion was  
9 held off the record.)

10 Q I'm sorry, Doctor. You were saying  
11 "Lakes Radiology in Hornell" and I cut you off.

12 A Can you rephrase your question?

13 MR. HOLLANDER: Can you please read it  
14 back?

15 (Whereupon, the referred to question  
16 and answer was read back by the  
17 Reporter.)

18 A Right. So I was looking to add  
19 business either of straight teleradiology readings  
20 or a -- or a business, itself.

21 Q So Dr. Bidovich told you about this,  
22 and what did you do with that information?

23 A I reached out to Dr. Bakst.

24 Q Prior to reaching out to Dr. Bakst,  
25 did you ever meet him or know him?

1 A. McDonnell

2 A No.

3 Q What was your first conversation with  
4 Dr. Bakst about?

5 A I was discussing just, you know, that  
6 it was for sale and what his plans were, and he  
7 had moved from New York to Florida and he didn't  
8 feel that he had the resource -- you know, that he  
9 couldn't commit to the area enough or managing and  
10 he wanted to -- my understanding was that he  
11 wanted to retire completely.

12 Q How old was he?

13 A I think he's early 70's.

14 Q Any other conversations about the  
15 facility, about where it's located or about the  
16 type of machines?

17 A We discussed the whole -- you know,  
18 the location and what sort of equipment was in  
19 there and case mix.

20 Q Did you discuss his patient base with  
21 him?

22 A Yes.

23 Q What type of patient base did he say  
24 he had?

25 A The mix was basically about 50 percent

1 A. McDonnell

2 no-fault, 25 percent major med and 25 percent  
3 Workers' Comp.

4 Q When you say you discussed the  
5 location with him, what did he tell you about the  
6 location of the facility?

7 A In terms of -- I mean, geographically  
8 I knew where it was and I knew the sort of  
9 building it was, and then after -- in terms of  
10 your question, you mean was it a high-traffic area  
11 or --

12 Q Yes.

13 A I knew that it was a high-traffic  
14 street; I knew that it was a good location.

15 Q In terms of the building and the  
16 equipment, did he have ownership interest in the  
17 building and the equipment; did you discuss that  
18 with him?

19 A He didn't own the building. The  
20 equipment would convey. The building was a lease.

21 Q So he didn't own the equipment either?

22 A No, he owned the equipment.

23 Q He owned the equipment outright, or  
24 did the building own the equipment?

25 A Can you define in terms of the -- you

1 A. McDonnell

2 mean the X-ray equipment?

3 Q I'm talking about any of the  
4 equipment. Did he own the MRI equipment?

5 Just tell me what he owned and what he  
6 didn't own.

7 A He owned all MRI equipment, CT and  
8 X-ray. You know, and then there was the desks,  
9 the filing system and printer, billing software.  
10 You know, all the pieces that would be required to  
11 function.

12 Q Was there anything that you needed for  
13 the facility that he did not own and that the  
14 building owned?

15 A No.

16 MR. ZUPPA: You mean other than  
17 electricity, water? You're talking about to  
18 run the medical business?

19 MR. HOLLANDER: Yes, to run the medical  
20 business.

21 Q Did you discuss a purchase price with  
22 him on the phone that day, the initial phone call?

23 A That was later.

24 Q Subsequent to your phone call, did you  
25 ever go out and view the facility?

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A. McDonnell

A Yes, in late February I visited the facility.

Q Was Dr. Bakst present at that time?

A He was not.

Q Did anybody give you a tour of the facility?

A The manager gave me a tour of the facility.

Q Who was that?

A Gregory Vahnshteyn.

Q Can you spell his last name?

A V-A-H-N-S-H-T-E-Y-N.

Q And Gregory Vahnshteyn, at that time, was the manager of Professional Health Radiology?

A Correct.

Q When you spoke to Dr. Bakst over the phone at that time, did you find out how many employees he had?

A I believe we discussed that, but I can't remember.

Q Do you recall how many employees he had?

A I know 11 or 12 at that point, I think.

1

A. McDonnell

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Q Was it your intention that, if you were going to purchase the practice from him, you were going to keep on those 11 to 12 employees, or were you going to staff it with new employees?

A There was no assumptions. I visited the facility and I interviewed the technicians. I spent time with them while they were scanning. I saw the images they were producing and discussed enough to understand that they were experienced and talented in what they were doing. So I made a decision to keep them on.

Any time you start a new business, you don't want to do too much disruption, but if you don't agree with something you have to change it; but I interviewed all the technicians, the staff that were there and the radiologists that were on staff, and I reviewed their reports.

I looked at the images and made sure I knew their history, how long they had been practicing. I combined that by looking at the reports and images, and I knew that -- well, for two reasons. I knew that the quality was there and I didn't want to disturb the practice in terms of referrers and that sort of thing.

1 A. McDonnell

2 Q When you say you interviewed the  
3 staff, were there any radiologists on staff there  
4 that you retained as well?

5 A Excuse me?

6 Q Were there any radiologists on staff  
7 that --

8 A Yes.

9 Q Which radiologists did you keep?

10 A Dr. Friedman, Stanley Friedman. There  
11 was Michael Shapiro. There was also Ronald  
12 Schiftman, S-C-H-I-L-T -- F-T-M-A-N.

13 Q Anyone else?

14 A No.

15 Q So you met with all of these  
16 radiologists?

17 A I met physically with Dr. Friedman and  
18 I spoke to the others.

19 Q These radiologists, to your  
20 understanding, were they W-2 employees of  
21 Professional Health Radiology, or were they 1099  
22 employees?

23 A W-2.

24 Q Were you going to keep them on as to  
25 W-2, or were you planning on making them 1099's?

1 A. McDonnell

2 A W-2.

3 Q Prior to taking over the practice, did  
4 you inquire as to what type of benefits each of  
5 these radiologists were receiving in addition to  
6 their salary, such as health insurance, 401(k),  
7 any type of pension plans, or anything like that?

8 A I investigated. It was just basically  
9 W-2.

10 Q So they just receive a straight  
11 salary?

12 A Based on volume, W-2.

13 Q When you say "based on volume," they  
14 get paid per read?

15 A Correct.

16 Q Do you know how much Professional  
17 Health Radiology was paying them per read?

18 A I can't -- I'm not sure. I think it  
19 was -- reimbursement has changed over time. I  
20 believe it was the same. I'm not sure.

21 Q What are you paying them per read?

22 A \$40 per read.

23 Q Did you discuss with them the volume  
24 of how many reads they were doing at that time?

25 A I knew roughly how much they were

A. McDonnell

1  
2 doing.

3 Q How many reads were they doing per  
4 week?

5 A At that point, Bakst was reading less.  
6 They were doing -- what I looked at, they were  
7 doing about 70 -- 70 to 80 percent of the volume  
8 prior.

9 Q When you say "they were doing 70 to  
10 80 percent of the volume prior," about how many  
11 reads per week was each radiologist doing?

12 A Well, they were doing 70 to  
13 80 percent, so that probably was maybe 12, 13 per  
14 day. So they were -- and there was another --  
15 there was a Dr. Gupta at that time, so there was  
16 four. So maybe they were reading two to four per  
17 person, per day.

18 MR. ZUPPA: Doctor, I'm going to say  
19 this on the record. I don't want you to  
20 guess at any questions going forward. He may  
21 want you to guess, he may not want you to  
22 guess. I don't want you to guess.

23 I've noticed a little guessing-type  
24 behavior from you today.

25 Q Doctor, I don't want you to guess

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A. McDonnell

either. When you're talking about reads, if you're not sure of the number, if you want to say it's an approximation --

A Right, it's an approximation. With reads especially, it's very hard to have a -- you know, a fine idea.

Q After you inquired as to the volume of the facility, did you retain any attorneys or accountants to do any further due diligence to determine whether or not this would be a successful venture for you?

A When I was -- I did -- I reviewed the books, myself.

Q At any point in time, did you hire any accountant, or any attorney, to help you with acquiring this facility?

A Boris Nikmann did the contract for the purchase.

Q What's his last name?

A N-I-K-M-A-N-N.

MR. ZUPPA: Sir, excuse me. On the record I'm going to also say this, listen to the question and answer the question, okay?

1 A. McDonnell

2 THE WITNESS: Okay.

3 Q When you talk about Boris Nikmann, he  
4 did the purchase agreement?

5 A The purchase agreement.

6 Q Prior to drafting the purchase  
7 agreement, in addition to reviewing the books, did  
8 you ever meet with the owner of the building?

9 A I didn't meet physically with the  
10 owner of the building.

11 Q Did you inquire as to who the owner of  
12 the building was?

13 A Yes.

14 Q Who was the owner of the building?

15 A Boris Matayov.

16 Q Can you spell that last name?

17 A M-A-T-A-Y-O-V.

18 Q With respect to the space of the  
19 building, is Community Imaging the only  
20 corporation that leases space in the building, or  
21 is there more than one entity located inside that  
22 building?

23 A Just Community.

24 Q So it's a single-floor building?

25 A Excuse me?

1 A. McDonnell

2 Q Single floor, one floor?

3 A One floor, yes.

4 Q Do you know how many square feet it  
5 is?

6 A I believe it's 6 to 700 square feet.

7 Q Did you speak to Boris Matayov -- is  
8 that how you pronounce it?

9 A Matayov.

10 Q Matayov, thank you. Did you speak to  
11 him on the phone prior to entering into the  
12 purchase agreement?

13 A I believe Susan was the conduit for  
14 Boulevard Reality and that it was -- in terms of  
15 it -- your question again? Rephrase it, please.

16 Q I was wondering if you had any  
17 conversations with him prior to purchasing the  
18 practice?

19 A No.

20 Q You said someone's name, Susan. Who's  
21 Susan?

22 A She works for their -- for Boulevard.

23 Q Who's Boulevard?

24 A Boulevard Realty is the owner.

25 Q Is the owner of the space located at

1 A. McDonnell

2 98-28 Queens Boulevard?

3 A Correct.

4 Q And the owner of Boulevard Realty  
5 would be Boris Matayov?

6 A Correct.

7 Q So you spoke to Susan?

8 A I didn't speak to Susan. Gregory --  
9 I -- my understanding was the lease could be  
10 assigned and it was kind of a conversation --  
11 three-way conversation.

12 Q So there was an existing lease in  
13 effect between Boulevard Realty and Professional  
14 Health Radiology?

15 A Yes.

16 Q Do you know what the terms of that  
17 existing lease were?

18 A In terms of the price or --

19 Q The price and how long the term was  
20 going to be.

21 A The price was 6,555 and the term  
22 ending in 2015.

23 Q Was it your understanding that that  
24 existing lease was going to now be assigned to  
25 Community Medical Imaging --

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A. McDonnell

A Correct.

Q -- or was there a new lease going to be drawn up?

A A new lease.

Q So the prior lease for \$6,555 per month was going to be ripped up and a new lease was going to be made?

A Correct.

Q Was this all discussed prior to purchasing the practice?

A Yes.

Q And these conversations were between who?

A Like I said, Gregory was the manager and he interfaced with Boulevard. I didn't speak directly to them, but I understood a lease could be assigned.

Q When you say "Gregory," you're talking about Gregory Vahnshteyn?

A Correct.

Q After Gregory Vahnshteyn spoke with Boulevard, did he come back to you and discuss the lease or the new lease with you?

A Yes.

1 A. McDonnell

2 Q What would be the terms of the lease  
3 going forward?

4 A What I said there in terms of the  
5 price?

6 Q Yes.

7 A Yes, the price and the termination  
8 date.

9 Q Well, what was the new price?

10 A 6,555.

11 Q What were the terms of the lease; was  
12 it one year, two years?

13 A Until the end of 2015.

14 Q When you previously testified, you  
15 said that was the existing lease for Professional  
16 Health. You said the terms of the lease for  
17 Professional Health were \$6,555.

18 A I don't know their -- I don't know the  
19 exact number, but it was around that number. I  
20 don't know exactly what it was.

21 Q And you testified that that lease  
22 expired in 2015?

23 A No, that was incorrect. The current  
24 lease expires in 2015. I'm not sure when theirs  
25 expired.

1 A. McDonnell

2 MR. ZUPPA: That's what I was telling  
3 you before about, okay?

4 Q Besides the terms of \$6,555 per month  
5 ending in 2015 --

6 A Right.

7 Q -- what else was going to be part of  
8 the lease agreement besides the leasing of the  
9 space; any equipment, anything else?

10 A In terms of? There's -- in terms of  
11 what -- you -- you're question is regarding in  
12 terms of does -- does that lease spell out what  
13 the moneys within that lease is going towards?

14 Q Correct.

15 A I don't think it breaks it down. It's  
16 a lease for the space.

17 Q Does it include any equipment that  
18 Community Medical Imaging, P.C. would be using?

19 A I don't think so. It's for the space.

20 Q Who were going to be the signatories  
21 on the lease?

22 A I'm the signatory on that lease.

23 Q Do you know who signed it on behalf of  
24 Boulevard Reality?

25 A I believe he did.

1 A. McDonnell

2 Q When you say "he," you're talking  
3 about Boris Matayov?

4 A Correct.

5 Q Did you guys sign it in person, or was  
6 it signed in counterparts?

7 A Counterparts.

8 Q Did you maintain a copy of that lease  
9 agreement?

10 A Yes, I did.

11 MR. HOLLANDER: The first item I'm going  
12 to ask for today is a copy of the lease  
13 agreement between Community Medical Imaging,  
14 P.C. and Boulevard Realty.

15 MR. ZUPPA: That, I will provide.  
16 Please just reduce it to writing so that I  
17 don't forget.

18 MR. HOLLANDER: Sure.

19 REQUEST NOTED

20 Q Now, prior to taking over the  
21 practice, did you and Dr. Bakst have conversations  
22 about what Gregory Vahnshteyn's functions were at  
23 the facility?

24 A I understood him to be the manager.

25 Q Did you understand what the day-to-day

1 A. McDonnell  
2 duties of the manager would be?

3 A The day-to-day duties would be  
4 multifactorial; scheduling, dealing with  
5 contracts, marketing. Multifactorial, basically.

6 Q Did Dr. Bakst inform you what Gregory  
7 Vahnshteyn's salary would be?

8 A No.

9 Q At some point in time, did you ever  
10 have a conversation with Gregory Vahnshteyn as to  
11 his salary?

12 A Did -- yes, we did.

13 Q What is Gregory Vahnshteyn paid?

14 A He's paid \$5,000 every two weeks.

15 Q Do you know what that equates to for  
16 the year?

17 A 120,000.

18 (Whereupon, brief discussion was  
19 held off the record.)

20 Q Between 120 and 130,000?

21 A Right.

22 Q Before taxes?

23 A Right.

24 Q W-2 employee?

25 A Yes.

1 A. McDonnell

2 Q Now, prior to entering into the  
3 agreement with Dr. Bakst, did you hire any type of  
4 agency to service or look at the equipment that  
5 you were going to be acquiring?

6 A When I was at the facility, I reviewed  
7 the books that were there. I reviewed the  
8 Hitachi -- the Hitachi services, the equipment,  
9 and all the records were there in terms of the  
10 phantom testing and all that. ACR certifications  
11 were on the side of the -- in the reading room, in  
12 the scanning room. So that was all verified on  
13 site by myself.

14 Q So no outside service contractors came  
15 in to look at the equipment; correct, you did  
16 everything yourself?

17 A Correct.

18 Q Did you speak to Dr. Bakst about  
19 whether or not there were any outstanding liens,  
20 or factoring agreements, to pay off the machines  
21 or if he owned them outright?

22 A My understanding is that he owned them  
23 outright.

24 Q How many agreements were going to be  
25 entered into; was it going to be one agreement for

1 A. McDonnell

2 the practice and a separate agreement for  
3 machines, or was it going to be all inclusive?

4 A All inclusive.

5 Q The machines that you were going to be  
6 purchasing, were you familiar with those type of  
7 machines?

8 A Yes.

9 Q Were you familiar with the make and  
10 model and how much those machines cost, the actual  
11 cash value of those machines?

12 A Yes.

13 Q What type machines were going to be  
14 acquired?

15 A Hitachi Elite, 2003.

16 Q Hitachi what?

17 A Elite, E-L-I-T-E, 2003 open bore,  
18 B-O-R-E. There was the Siemens 2007 SOMATOM,  
19 S-O-M-A-T-O-M, four-slice, and a Picker X-ray.

20 Q Anything else?

21 A In terms of imaging, that's it.

22 Q So the Siemens 2007 SOMATOM  
23 four-slice, that's a CAT scan machine?

24 A Correct.

25 Q And the Hitachi Elite 2003 is an MRI

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A. McDonnell

machine?

A Correct.

Q To your knowledge, what do you think the approximate cash value of a Hitachi Elite 2003 open bore machine is?

A The -- negligible value. I mean, you know -- you know, I think full is maybe 40, 50. I mean, it's -- it's a negligible value, I would say.

Q 40 or 50,000?

A Yes.

Q What about the Siemens 2007 SOMATOM four-slice?

A The value on that? I mean, a lot of -- for major med, a lot are not paying for four-slice machines. It's depending on the carrier. It's broken down. Certain -- a lot of different things can't be reimbursed.

Again, that's a very restricted-use machine, so it's a very negligible value.

Q What would that be?

A I -- it would be -- like I said, it would be a guess. It's a low value.

Q Well, you had to have some kind of

1 A. McDonnell

2 price in your mind if you were going to buy it.

3 MR. ZUPPA: Don't let that make you  
4 guess, his statement.

5 A I mean, it's a very mixed situation  
6 because in -- in terms of the value of that, if  
7 you were going to sell it, you'd have to get it  
8 out of there and there's a deinstallation cost.  
9 That cost is more than the cost of the machine.

10 Deinstallation may be about 100,000 and  
11 the value is way below that. So the value to a  
12 professional vendor versus the value to me is  
13 different, so -- but even to a professional  
14 vendor, I would say value is very negligible.

15 Q What about the Picker X-ray Machine?

16 A I would say same for that.

17 Q "Same" meaning?

18 A Negligible value. Maybe 10, 20,000.

19 Again, what would have to be factored in  
20 is deinstallation and all that to access that as a  
21 value. That would be a negative value.

22 Q Did you inquire as to whether or not  
23 you could assume the service contracts for Hitachi  
24 or the CAT scan machines, or were you going to  
25 have to take out new service contracts for the

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A. McDonnell

machine?

A That service contract was 50,000 per year and that was going to be ongoing, and that was verified that it would -- could continue.

Q And that was with Hitachi?

A Yes.

Q Was that between Dr. Bakst and Hitachi, or Professional Health Radiology and Hitachi, or something?

A I don't have knowledge of that.

Q Whose name is the service contract in now?

A Community. I believe it's Community.

Q Do you maintain a copy of that service contract?

A The service contract is on site.

MR. HOLLANDER: I'm going to ask for a copy of the service contract.

REQUEST NOTED

Q Besides the MRI machine, does the CAT scan or the X-ray have any type of service contracts as well?

A No.

Q To your knowledge, there were no notes

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A. McDonnell

you filed, or UCC filings, for any of this equipment?

A To my knowledge, no. It's not represented.

Q After you looked at the equipment and you met with Gregory, did you and Dr. Bakst draw up an agreement for the purchase of the practice?

A The purchase was drawn up by Boris Nikmann.

Q By Boris Nikmann?

A Correct.

Q What was the actual purchase price of the corporation?

A 90,000.

Q Was that to be paid 100 percent at the time, or is it payments over a period, or were any banks involved in taking a loan for this?

A It was to be paid over a period from the cash flow of the business.

Q Were these payments supposed to be made quarterly, yearly, something else?

A It was on -- you know, as the business ramped up. We were going to, you know, let the business develop to a point and then start making

1 A. McDonnell

2 -- it was not drawn up in a specific -- you know,  
3 in a per-month obligation.

4 Q Was there any money that you had to  
5 put down initially of that 90,000?

6 A No.

7 Q And there's nothing in the agreement  
8 about how much money is supposed to be paid per  
9 year?

10 A A per-year limit?

11 Q Yes.

12 A I'd have to -- I don't believe so.

13 Q Or a minimum per year?

14 A I don't believe that's in there.

15 Q Do you have a copy of that agreement;  
16 can you get a copy of that agreement?

17 A Yes.

18 MR. HOLLANDER: My next document I'm  
19 going to ask for is a copy of the purchase  
20 agreement.

21 MR. ZUPPA: I've seen it; I've touched  
22 it; I've looked at it.

23 Just put it in writing and I'll give it  
24 to you. If I haven't seen a document, I  
25 wouldn't say that.

1 A. McDonnell

2 MR. HOLLANDER: Okay.

3 MR. ZUPPA: I'm not going to say I'll  
4 give you something if I don't know that it  
5 exists or not.

6 REQUEST NOTED

7 Q You said Community Medical was formed  
8 in March of 2014.

9 When was the agreement between you and  
10 Dr. Bakst executed?

11 A I believe it was executed -- by the  
12 time it was executed, I believe, was March 25th --  
13 I mean April 25th, rather.

14 Q April 25th of 2014?

15 A Correct.

16 Q Now, to form the professional  
17 corporation, Community Medical Imaging, P.C., did  
18 you hire an attorney to help you incorporate?

19 A Yes.

20 Q Who was that?

21 A I used i-Incorporate Services. It's  
22 an online service.

23 Q Can you spell that?

24 A That's i-Incorporate.com.

25 Q Do you have a Department of Service

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A. McDonnell

address for the corporation?

A Can you -- I'm not sure if I know what you're asking.

Q With the Secretary of State, what's the administrative or office for Community Medical Imaging, P.C.?

A The facility location.

Q It would be the facility location?

A Yes.

Q So you incorporated and used that address prior to the purchase agreement being entered into?

A That P.C. -- the exact -- it was before March, obviously. Before that, yes.

Q Community Medical Imaging, P.C., does it have any other locations besides the Rego Park address?

A No.

Q Any administrative office?

A No.

Q Now, besides meeting with Gregory and the radiologists, were there any technicians from Professional Health Radiology that you were going to keep on staff at Community Medical Imaging?

1 A. McDonnell

2 A Yes, there's two MRI tech's and one CT  
3 tech.

4 Q These were all employees of  
5 Professional Health Radiology as well?

6 A Yes, they were.

7 Q What are the names of the two MRI  
8 tech's?

9 A Viktor Gregorio.

10 Q Can you spell the last name?

11 A G-R-E-G-O-R-I-O. There was Vladimir  
12 Teytelman, T-E-Y-T-E-L-M-A-N.

13 Q And the CAT scan tech?

14 A Michael Borokhuova, B-O-R-U-K-H-O-V-A  
15 [sic].

16 Q K?

17 A I'll start again. B-O-R-O --  
18 actually, B-O-R-O-K --

19 MR. ZUPPA: Do you want to write it  
20 down?

21 THE WITNESS: Yes.

22 (Whereupon, brief discussion was  
23 held off the record.)

24 A It's B-O-R-O-K-H-U-O-V-A.

25 Q Are they cross-trained; could the MRI

1 A. McDonnell

2 tech's look at the CAT scan and the CAT look at the  
3 MRI, or are they only trained specifically for the  
4 CAT scan and the MRI?

5 A Both MRI tech's are cross-trained, but  
6 that -- Michael does the CT. I don't -- there's  
7 not a crossover.

8 Q Did you inquire as to what their  
9 salaries were from Professional Health Radiology?

10 A Yes, when I was on site I saw their  
11 salaries.

12 Q What were their salaries?

13 A Their salaries were in the range of  
14 1,000 to 1,400, 1,100 to 1,500.

15 Q Per two weeks?

16 A Per two weeks, yes.

17 Q Were you going to keep their salary  
18 the same?

19 A The salary is the same, I believe.

20 Q When you say you believe, are you  
21 personally signing the paychecks, or do you have a  
22 payroll service, or is Gregory in charge of  
23 payroll service?

24 A We use a payroll service.

25 Q Do you know the name of the payroll

1 A. McDonnell

2 service?

3 A Ace.

4 Q Both the CT tech and the MRI tech's,  
5 are they the same pay rate?

6 A CT tech and -- CT is less.

7 Q Do you know what the CT tech is?

8 A CT tech is around a 1,000 to 1,100.

9 When I visited the facility, I interviewed  
10 the tech's and I saw their work when I was there,  
11 when I was looking at the machines. I saw what  
12 they were doing and the protocols, and that type  
13 of thing. So I decided to keep them on, because I  
14 didn't want to disturb the practice. I wanted to  
15 keep everything the same.

16 Q Do you have employee files for all  
17 three of these individuals?

18 A I believe there are employee files,  
19 yes.

20 Q Inside the employee files, would it  
21 have their certifications that they're licensed to  
22 do this work in the State of New York?

23 A Yes, that's all there.

24 MR. HOLLANDER: I'll make a demand for a  
25 copy of their licenses.

1 A. McDonnell

2 MR. ZUPPA: Absolutely.

3 REQUEST NOTED

4 Q These tech's, are they W-2 employees?

5 A Yes.

6 Q Now, the machines that you were  
7 acquiring, the X-ray machine, the MRI machine and  
8 the CAT scan machine, are permits required for  
9 these machines with the City or the State?

10 A Yes, I believe so.

11 Q Does Community Medical Imaging  
12 maintain permits for these machines?

13 A Permits are in -- you know, as  
14 regulations demand, they're in the room. It's all  
15 on site, it's all there.

16 MR. HOLLANDER: I'm going to make a  
17 demand for copies of any and all permits for  
18 the X-ray machine, the MRI machine and the  
19 CAT scan machine.

20 REQUEST NOTED

21 Q Are there any other professional  
22 corporations at the address of 98-28 Queens  
23 Boulevard in Rego Park?

24 A Not to my knowledge.

25 Q Are you familiar with an entity called

1 A. McDonnell

2 Quality Health Management?

3 A That's not at the facility, to my  
4 knowledge.

5 Q Have you ever heard the name of that  
6 company before?

7 A I've heard the name, but I don't know  
8 what it is.

9 Q Do you know that Gregory Vahnshteyn  
10 was the owner of Quality Health Management? It's  
11 a management company.

12 MR. ZUPPA: Note my objection to form.  
13 It assumes facts, but I will allow him to  
14 answer.

15 A I don't know anything about that  
16 entity or what it was for.

17 Q Are you aware of any other businesses  
18 that Gregory Vahnshteyn may be involved with?

19 A No.

20 Q Did you come to an understanding, from  
21 talking with Dr. Bakst, whether he had any  
22 in-house or outside billing companies to do the  
23 billing for Professional Health Radiology?

24 A Your question is if he had in-house  
25 billing?

1 A. McDonnell

2 Q Yes.

3 A I knew there was in-house billing.

4 Q And you were going to take over the  
5 same billing staff?

6 A The staff I -- I saw the -- I  
7 interviewed them and decided to keep them on.

8 Q Was there a billing manager?

9 A Billing manager? Yes.

10 Q Who is that?

11 A Natalie Yaacov, Y-A-A-C-O-V.

12 Q Y-A-A, 2 As?

13 A 2 As, C-O-V.

14 Q What is her salary?

15 A Her salary is around 3 -- around  
16 3,200, I think.

17 Q Every two weeks?

18 A Correct.

19 Q Since Professional Health Radiology  
20 was billing 50 percent no-fault, did you think  
21 that Community Imaging was also going to bill  
22 around that area, 50 percent no-fault; was that  
23 the goal?

24 A The goal was continuance of that. The  
25 long-term plan was to expand the Workers' Comp and

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25

A. McDonnell

the -- especially the major med part of it.

Q Knowing that there was going to be such a high volume of no-fault, were you familiar with the rates and accepted billing practices for no-fault insurance carriers?

A I hadn't been in the business before. So in terms of high-level detail, no. I had some knowledge of it.

Your question is regarding what, in terms of what?

Q Well, were you familiar with how you could bill no-fault insurance companies in the State of New York?

A I had some knowledge of it. I was not in the business before, so I didn't have a high expertise on it.

Q What knowledge did you have before; what was your understanding?

A I -- you know, I just assumed everything has to be documented in terms of the history and the indication. I thought it was very similar to normal billing.

What aspect of the billing are you --

Q What the rates are.

1 A. McDonnell

2 A The rates? I had an approximate idea.

3 Q Now, when you were taking over the  
4 facility, did you have an idea of what you wanted  
5 to charge per MRI?

6 A It's pretty -- no-fault is standard,  
7 pretty standard rates.

8 Q Do you know what those rates are for a  
9 lumbar spine or a cervical spine?

10 A In the 7 to 800 range.

11 Q Do you know the exact numbers?

12 A Not the exact number, no.

13 Q How big is the billing department?

14 A Billing is Jessica Rodriguez -- two  
15 people.

16 Q Would all the billing be processed on  
17 site?

18 A The no-fault would be processed on  
19 site.

20 Q When you say "processed on site," they  
21 would be created, generated and mailed on site?

22 A Correct.

23 Q Any requests for verification or for  
24 checks, would they be received also on site?

25 A For no-fault?

1 A. McDonnell

2 Q For no-fault billing.

3 A Yes, on site.

4 Q Would all the no-fault billing be  
5 placed into one singular bank account --

6 A Yes.

7 Q -- or operating account?

8 A Yes.

9 Q Who is the signatory on that operating  
10 account?

11 A I'm the signatory on the account.

12 Q What bank is that with?

13 A Chase.

14 Q Now, is there a P.O. Box that's like a  
15 Chase drop box where the checks would be sent to,  
16 or is it sent to Community Medical Imaging and  
17 then you have to go deposit the checks?

18 A The latter it comes through, yes.

19 Q With regard to the bills, would the  
20 bills be reviewed by you and signed by you before  
21 they were mailed out for no-fault billing, or were  
22 they to be printed, generated and sent out?

23 A They would be generated internally and  
24 sent out.

25 Q So you don't review any of the bills?

1 A. McDonnell

2 A I don't review them. I have billing  
3 -- you know, intrinsic billing people to do that.

4 Q Do you have any knowledge as to what  
5 the intake practices are for Community Medical  
6 Imaging?

7 A The intake in terms of?

8 Q What information is gotten from a  
9 patient when the patient appears at the facility.

10 A Well, patient has to sign in. Patient  
11 comes -- has to come with the prescription, or the  
12 ordering physician faxes in the prescription, and  
13 then some of the clinical history. The patient  
14 fills out an intake form in terms of relevant  
15 history.

16 Q On that intake form, do you keep a  
17 record of who the referring physician is?

18 A Yes.

19 Q So would there be, in your database, a  
20 record of how many referrals each physician would  
21 refer to Community Medical Imaging?

22 A In terms of all the physicians' names,  
23 do we -- in terms of -- your question is do we  
24 generate a report? Can you define your question?

25 Q Yes. Do you generate a report, or

1 A. McDonnell

2 record, or spreadsheet so you know if Dr. X is  
3 referring this many patients, Dr. Y is referring  
4 that many patients?

5 A Just from observation. We don't run a  
6 spreadsheet specifically on that.

7 Q But on the normal intake form for each  
8 patient, would there be a section where the  
9 patient would fill out who referred them to the  
10 facility?

11 A Yes.

12 Q Would there also be, on that section,  
13 who that person's attorney was?

14 A I -- I'm not sure about that. I'd  
15 have to review that.

16 Q Who created this intake form?

17 A That intake form is a standard form.  
18 I've modified some components of it.

19 Q But you're not sure whether or not  
20 their attorney is listed on the form?

21 A I'm not sure about that.

22 Q When you say "standard form," I'm just  
23 talking about for no-fault patients in particular.

24 So no-fault patients in particular would  
25 have their own intake form and major medical would

1 A. McDonnell

2 have a different intake form?

3 A In terms of which components? You're  
4 talking about the history page or the history?

5 Q If I was a no-fault patient and I  
6 appeared at the facility and there was paperwork  
7 for me to fill out, would that be different than  
8 if I was a major medical patient and came to the  
9 facility, the information I would fill out; is it  
10 different?

11 A The history page is the same.

12 Q Is there an intake page, or something  
13 else, that's not the same?

14 A I -- I -- that form, I'm not sure  
15 about that. I'd have to review. I think there's  
16 a specific form for that with that information. I  
17 mean, it's -- I believe that's there.

18 Q So there's a specific form that  
19 no-fault patients would fill out?

20 A Correct.

21 Q And that form would include who the  
22 referring physician was and where they were coming  
23 from?

24 A Right.

25 MR. HOLLANDER: I'm going to request

1 A. McDonnell

2 that specific form for no-fault patients, to  
3 the extent that it exists, for any of the  
4 patients for claims submitted to Nationwide  
5 Insurance Company.

6 I'll give Mr. Zuppa a detailed list of  
7 the claims that are in reference to this  
8 Examination Under Oath. For those particular  
9 claims, I'll need the intake form.

10 MR. ZUPPA: I mean, I'm not going to  
11 have him do a search that's going to bankrupt  
12 their business. I mean, if you're talking  
13 about a few claims, that makes it viable.

14 MR. HOLLANDER: I think it's only five  
15 or six patients.

16 MR. ZUPPA: That's not a problem then.

17 REQUEST NOTED

18 (Whereupon, brief discussion was  
19 held off the record.)

20 Q When Community Medical Imaging opened  
21 up, was there a Workers' Compensation policy taken  
22 out for its employees?

23 A A Workers' Compensation policy? Yes,  
24 that's all in compliance with the New York State  
25 -- it's -- I think that's out of payroll.

1 A. McDonnell

2 Q Are the technicians covered under the  
3 Workers' Comp policy?

4 A I'd have to research that. I believe  
5 so.

6 Q Do you know which company the Workers'  
7 Comp policy is with?

8 A Which insurance company?

9 Q Yes.

10 A I'm not sure.

11 MR. HOLLANDER: I'm going to ask for the  
12 name of the Workers' Comp carrier and the  
13 policy number.

14 REQUEST NOTED

15 Q With respect to the radiologist  
16 employees, we talked about benefits before.

17 I was wondering for your radiologists, do  
18 you cover any type of medical malpractice  
19 insurance for them?

20 A No.

21 Q They have to carry their own medical  
22 malpractice insurance?

23 A Correct.

24 Q What about the technician, do you  
25 cover any medical malpractice insurance for them?

1 A. McDonnell

2 A They carry their own, I believe.

3 Q And any of the technicians, or the  
4 billing department, or the radiologists, none of  
5 them get any medical insurance from you either,  
6 correct?

7 A Correct.

8 Q Is there a Human Resource Department,  
9 or is there someone who's in charge of keeping the  
10 employee files in line?

11 A That would be Natalie's function.

12 Q So Natalie does billing and human  
13 resource?

14 A Correct.

15 Q Now, what would Gregory manage?

16 A He does marketing; he does managing,  
17 scheduling, contractual work.

18 Q With respect to the employee files, in  
19 order to make these employees W-2 employees, did  
20 you obtain from them W-4 tax withholding forms?

21 A Yes, we have all that. That should  
22 all be on record.

23 MR. HOLLANDER: I'm going to ask for  
24 copies of the W-4 tax withholding forms, and  
25 you could redact the Social Security numbers

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A. McDonnell

from those forms, for the radiologists and the technicians, just the professional employees.

MR. ZUPPA: Okay. I don't know accounting, so I don't know what exists.

As I understand it, there wouldn't be any W-2's right now because --

MR. HOLLANDER: Correct. There would be no W-2's because the facility only started in 2014 and you would only issue the W-2's at the close of the year.

MR. ZUPPA: Right.

MR. HOLLANDER: So since the close of the year hasn't happened yet, you would have a W-4 form, which the employee would fill out when they first started working, which would allow them to fill out a W-2 form at the end of the year.

So if you have that W-4 form, that would equate to them being a W-2 employee; but again, due to identity theft, you can just redact the Social Security number and send me the form, which should have the name of the tech or the radiologist and their

1 A. McDonnell

2 address, which is the other stuff you would  
3 need for tax purposes.

4 MR. ZUPPA: Okay.

5 REQUEST NOTED

6 Q You said Greg does marketing.

7 Is there a certain budget that you have  
8 set aside for marketing contracts and advertising?

9 A There's not a separate budget for  
10 that.

11 Q Do you know how much Community Medical  
12 Imaging spends on marketing and advertising?

13 A We do direct marketing. Gregory goes  
14 out to the sites and, you know, explains the rapid  
15 turnarounds.

16 We get reports out within a half day or a  
17 day. The quality of the reports, we help -- we  
18 try to get the patients in timely to the facility  
19 around their schedule.

20 So it's direct marketing to the front desk  
21 and physicians at the facilities.

22 Q So when you say he goes directly to  
23 the site, Greg would be going, for no-fault  
24 patients, directly to various no-fault clinics in  
25 order to tell the chiropractors or doctors at that

1 A. McDonnell

2 facility about your facility?

3 A Correct.

4 Q Does Community Medical run any  
5 marketing schemes, like refer five patients and  
6 get \$5,000, or give any money to any of these  
7 practices in exchange for referring patients?

8 A No.

9 Q Does Community Medical have any  
10 contracts, or any type of transportation  
11 companies, to get patients to and from Community  
12 Medical?

13 A There's one service that we use.

14 Q Was that service also in place when  
15 Professional Radiology was in place?

16 A I believe it was, but I don't know  
17 with 100 percent certainty.

18 Q What's the name of that service?

19 A Agilla, A-G-I-L-L-A.

20 Q A-G-I-L-L-A?

21 A Correct.

22 Q Is that a van; is it a town car? Do  
23 you know what kind of --

24 A Usually a town car or a regular taxi.

25 Q The cost of this car service, is that

1 A. McDonnell

2 derived from the patient, or does Community  
3 Medical Imaging have to pay for that  
4 transportation?

5 A Community pays for that.

6 Q Is there a contract in place?

7 A No, just verbal. There's no written  
8 contract, to my knowledge.

9 Q Well, is it per pick-up, or is it per  
10 week? Do you know what the terms of that  
11 agreement are?

12 A Standard. Just standard rates.

13 Q When you say "standard," could you  
14 just tell me what you mean by that?

15 A I think they just abide by the NYC  
16 just standard business rates or -- you know, it's  
17 not any kind of special rate. It's just the  
18 standard --

19 Q So is there like a meter on the cab  
20 and depending on how they --

21 A It's not a meter.

22 Q Does Agilla invoice you at the end of  
23 the week, at the end of the month, at the end of  
24 the day?

25 A Once a month.

1 A. McDonnell

2 Q Did you ever meet with the owner of  
3 Agilla or anyone affiliated with them?

4 A I've met with them just in passing,  
5 some of the drivers, but I haven't met with the  
6 owner of the company.

7 Q So the verbal agreement, do you know  
8 who it's between; is it between Gregory and  
9 somebody over there or something else?

10 A It's mainly the front desk calls  
11 whoever is -- does the best service. They may use  
12 somebody else from time to time, but it's mainly  
13 Agilla. I think it's on an as-needed basis.

14 Q You may or may not know, Mr. Carney  
15 sitting to my right, he went to Community Medical  
16 Imaging for a site visit; were you aware of that?

17 A I heard about it.

18 Q I guess you were not present at that  
19 time?

20 A I was not present.

21 Q One of the things he witnessed while  
22 he was there was that at the front desk, it gives  
23 a lists of the radiologists who work at Community  
24 Imaging of New York.

25 I'm just going to go through that list and

1 A. McDonnell

2 if you can tell me if that person still works  
3 there or does not work there anymore --

4 A Sure.

5 Q -- and then how long they worked there  
6 if they don't work there anymore.

7 Andrew McDonnell, that's yourself. I'm  
8 assuming you were working from the beginning until  
9 now?

10 A Correct.

11 Q Now, do you draw a salary from the  
12 facility?

13 A I do.

14 Q What do you draw as your salary?

15 A 5,000 per pay period.

16 Q 5,000 biweekly?

17 A Biweekly.

18 Q So your salary is roughly the same as  
19 Gregory's?

20 A I may be taking bonuses. I just set  
21 that as a base so it wasn't too high.

22 Q About how many reads are you doing per  
23 week for Community?

24 A I'm doing 80 -- 80 to 90 percent of  
25 the reads.

1 A. McDonnell

2 Q About how many reads is that?

3 A 80 to 90 percent would be about 10 to  
4 12 per day.

5 Q Sanjay Gupta (phonetic)?

6 A He was -- he joined in on the  
7 practice. He was reading in the beginning the  
8 first two months, I believe.

9 Q Stanley Friedman?

10 A Still reading. Still reading from the  
11 beginning.

12 Q Michael Shapiro?

13 A Still reading.

14 Q Ronald Schiftman?

15 A Same.

16 Q And Jack Baldazar (phonetic)?

17 A He left. Same period, about two  
18 months in he left.

19 Q Are all of the individuals who I just  
20 read off, Sanjay Gupta, Stanley Friedman, Mark  
21 Shapiro, Ronald Schiftman, Jack Baldazar, all  
22 W-2's?

23 A Correct.

24 Q No 1099's at the facility?

25 A No.

1 A. McDonnell

2 Q Do you take any distribution from  
3 Community Medical yet?

4 A I have not.

5 Q How is the facility doing?

6 A The facility is doing -- we might  
7 break even.

8 Q Have you paid any money back to Dr.  
9 Bakts yet?

10 A No, I'm -- the past two months have  
11 been a little tough, the cash flow. So we're  
12 going to have a later start than we thought.

13 Q Are there any provisions in the  
14 agreement -- and I know I'm going to get a copy of  
15 it -- that Dr. Bakst can come back in if you don't  
16 pay by a certain period of time?

17 A Right, that's in the agreement.

18 Q Do you know how long that is?

19 A I'm not sure.

20 Q After you took over at Community  
21 Medical Imaging, was there any quality control  
22 measures put in, any type of handbooks for the  
23 technician or anything that you posted, so they  
24 know how long each MRI should last, how many  
25 slices you want per MRI; did you put any quality

1 A. McDonnell

2 control measures in?

3 A The protocols are there and I've  
4 changed some of the protocols. I've made some  
5 changes in the protocols mainly for the neuro  
6 cases.

7 Q Are they posted somewhere at the  
8 facility for the technicians to read, or is there  
9 a handbook that you gave out to the technicians?

10 A There's a handbook at the facility  
11 there and we're in the process of posting them on  
12 the wall as well.

13 Q The handbook, is it something tangible  
14 that I could get a copy of?

15 A I believe, yes.

16 MR. HOLLANDER: I'm going to ask for a  
17 copy of that handbook.

18 REQUEST NOTED

19 Q Are you familiar with an entity called  
20 The Friedman Group?

21 A The Friedman Group? Not that name. I  
22 mean, other than just that it might be related to  
23 Stanley Friedman, I'm not familiar with it.

24 Q Other than it being related to Stanley  
25 Friedman, it doesn't sound like --

1 A. McDonnell

2 A I don't know. I don't have any  
3 knowledge of that.

4 MR. ZUPPA: So don't guess.

5 Q At some point in time, do you remember  
6 speaking to Mr. Carney over the phone?

7 A Yes, I do.

8 Q And you had conversation with him  
9 about the facility or some questions he might have  
10 asked?

11 A We had a conversation, yes. I don't  
12 remember the questions.

13 Q I'm going to read one of the notes  
14 that he put in his report and maybe this will  
15 refresh your recollection.

16 He wrote, "Dr. McDonnell claims that he  
17 has done some readings for The Friedman Group,  
18 which is based in New York City. After consulting  
19 with them, they recommended that Dr. McDonnell  
20 calls Gregory Vahnshteyn and speak with him about  
21 the opening of the facility."

22 Does that refresh your recollection as to  
23 who The Friedman Group is?

24 A No, maybe that's an incorrect -- I  
25 mean, I don't --

1 A. McDonnell

2 Q I'm not saying it's correct or not.  
3 I'm just saying, does that help refresh  
4 your memory of who The Friedman Group is right  
5 now?

6 A There's not a Friedman Group.

7 Q Okay.

8 A It must be some kind of incorrect  
9 transcription or -- you know, I probably did say  
10 that I spoke to Friedman, because I spoke to him  
11 about his history of reading with the facility.

12 Q You said the purchase price of the  
13 practice was \$90,000.

14 A Right.

15 Q Is there any specific line item, or  
16 provision, in that agreement as to how much is  
17 supposed to be paid for the X-ray machine, how much  
18 is supposed to be paid for the MRI machine, or how  
19 much is supposed to be paid for the CAT scan  
20 machine?

21 A No.

22 Q Are you familiar with anybody by the  
23 name of Yaakov Vahnshteyn (phonetic)?

24 A No.

25 Q Do you know if Gregory Vahnshteyn has

1 A. McDonnell

2 any ownership interest in the building at 98-28  
3 Queens Boulevard?

4 A Not to my knowledge.

5 Q Does Community Medical Imaging have a  
6 White Plains office?

7 A No.

8 Q The agreement to purchase the  
9 facility, even though it might not list the  
10 specific payment for the machines, would it list  
11 the make, model and serial number of each machine  
12 that you were purchasing?

13 A I don't believe so.

14 Q Do you know the serial numbers, or is  
15 there an indication on the machines of what the  
16 serial numbers are for those machines?

17 A That would be on the side, I believe.

18 MR. HOLLANDER: I'm going to ask for the  
19 production of the serial numbers for the MRI  
20 machine and the CAT scan machine.

21 MR. ZUPPA: That should be no problem.

22 It should be written right on the machines.

23 REQUEST NOTED

24 Q You said you're doing 10 to 12 reads  
25 per day.

1 A. McDonnell

2 How often are you at the facility?

3 A Once a month, one to two days a month.

4 Q Now, you're listed at the facility as  
5 its medical director.

6 What are the job duties, to your  
7 understanding, of what a medical director has to  
8 do?

9 A A medical director has oversight for  
10 the indication that everything -- the quality of  
11 the images.

12 Q Anything else?

13 A General professional oversight.

14 Q Is there any criteria to how often a  
15 medical director has to be at the facility?

16 A I'm not aware of any rules to that  
17 effect.

18 Q Now, how do you get the scans?

19 A Online. Medweb, PACS server.

20 Q Is that a software that was at  
21 Professional Health Radiology or a software that  
22 you put in place?

23 A That was a server that was there and  
24 conveyed with the purchase.

25 Q Is it a secure server, or do you just

1 A. McDonnell

2 have to log onto the server and pick which reads  
3 to read, or how does it get determined which  
4 radiologist does which reads?

5 A There's a user password and it's HIPAA  
6 compliant. It has the relevant security layers.  
7 The case is next to the patient name and will have  
8 either -- there's a way you can tell whether it's  
9 read or unread.

10 I directed the flow in terms of what I  
11 read and what they read. So I interface with the  
12 other radiologists and tell them when I'm reading,  
13 when I'm not reading, or when I need their help.

14 Q How would Dr. Friedman or Dr. Shapiro  
15 know that a read has to be done? Would you send  
16 them an e-mail; would you send them the read;  
17 would you send them a link to get into the server?

18 A Sometimes I send him a text or  
19 sometimes I would have the front desk people tell  
20 him. They generally, more typically, read during  
21 the day. So I can direct the case flow either for  
22 the technicians to push it to the server, and if  
23 they see it, they'll read it. I can also withhold  
24 the cases and read them later, so I can direct the  
25 flow.

1 A. McDonnell

2 Q Any of the other radiologists,  
3 Dr. Gupta when he worked there, Dr. Friedman,  
4 Dr. Shapiro, Dr. Schiftman, Dr. Baldazar, have  
5 they ever been to Community Medical Imaging?

6 A In the past they have. I'm not sure.  
7 I don't know those facts.

8 Q Since you took over, do you know if  
9 you've ever met with them at the facility or if  
10 they've been to the facility?

11 A They have not been at the facility,  
12 I've been at Dr. Friedman's facility.

13 Q Where is Dr. Friedman's facility?

14 A In Bronx Municipal it was.

15 Q Now, these other radiologists, would  
16 you consider them part-time employees or full-time  
17 employees?

18 A Part-time employees.

19 Q Were they provided with a copy of your  
20 handbook as to what you're looking for when you're  
21 doing reads and the turnaround time for the reads?

22 A Verbal. We're aiming for, you know, a  
23 prompt -- within the 24-hour period.

24 Q With respect to dictating reads and  
25 the turnaround time for them being generated for

1 A. McDonnell

2 Community Medical Imaging, do you have staff in  
3 place that will take your dictation and format  
4 them into a read, or is it computer  
5 software-based, or something else?

6 A Transcription service we use.

7 Q What's the name of that service?

8 A Doks Transcription, D-O-K-S. Its  
9 online reviewed. You can review; you can edit and  
10 finalize online.

11 Q Is that also HIPAA compliant?

12 A Yes.

13 Q How soon, from when you do a  
14 dictation, do you get it back?

15 A Depending on whether we press the  
16 "stat" or "routine" button. Stat could be within  
17 about an hour or two. Routine, definitely by the  
18 next morning.

19 Q When you got it back, would it have  
20 the letterhead for Community Medical Imaging on  
21 it, or would you have to type your own stuff and  
22 put that on?

23 A In the finalized, there's not a header  
24 on there.

25 Q How does the header get on there?

1 A. McDonnell

2 A At the facility.

3 Q When they're printing and generating  
4 the bills?

5 A I believe so, yes.

6 Q The name of the software that you  
7 have, that transports the images, do you know what  
8 that's called?

9 A Medweb.

10 Q So you would sign onto Medweb at your  
11 home outside of Syracuse, see the reads, dictate  
12 and then send them back?

13 A Correct.

14 Q Are there any other locations you do  
15 reads at besides your home?

16 A My home.

17 Q Currently, about how many MRI scans  
18 are being done per day at Community Medical  
19 Imaging?

20 A The average range is about 12 and --  
21 10 to 16.

22 Q What about CAT scans?

23 A CAT scans? Zero to three, low volume.

24 Q X-rays?

25 A Again, low volume, zero to five.

1 A. McDonnell

2 Q And you would say about 50 percent of  
3 this is no-fault patients right now?

4 A Yes.

5 Q Well, you said it was 50 percent for  
6 Professional Radiology.

7 Is it 50 percent for you as well, or have  
8 the numbers changed at all?

9 A I believe it's gone up a little bit to  
10 60 percent.

11 Q 60 percent no-fault?

12 A I believe so. I'm not -- I'd have to  
13 run the numbers to get a precise number.

14 Q I'm just going to show you one bill,  
15 or report, and Assignment of Benefits that was  
16 sent to Nationwide on behalf of one of the  
17 patients that this examination was noticed for.

18 MR. HOLLANDER: And we'll mark that  
19 Nationwide Exhibit B.

20 (Whereupon, bill and Assignment of  
21 Benefits was marked Nationwide's Exhibit  
22 B for identification as of this date.)

23 (Whereupon, a short recess was  
24 taken, after which the proceedings  
25 continued.)

1 A. McDonnell

2 Q So just take a look at Exhibit B.

3 A Okay.

4 Q Have you reviewed what was marked as  
5 Nationwide Exhibit B?

6 A Yes.

7 Q Do you know what that is?

8 A Yes.

9 Q What is it?

10 A It's an intake form, Assignment of  
11 Benefits report.

12 Q When you say "intake form," is it a  
13 bill?

14 A This is a verification of treatment.  
15 I don't see a bill here.

16 Q I know you say you didn't look at the  
17 bills when they went out, but are you familiar  
18 with what an NF-3 is?

19 A Yes.

20 Q To your knowledge, what is an NF-3?

21 A It's a standard billing form.

22 Q And looking over what has been marked  
23 as Nationwide Exhibit B, is that an NF-3 form?

24 A Like I said, I don't get involved with  
25 the paperwork, but this, I believe, could be an

1 A. McDonnell

2 NF-3.

3 Q Now, I'll just take your attention to  
4 the report.

5 On the top of the report, it lists a  
6 doctor's name, correct?

7 A Correct.

8 Q Just so the record is clear, this is a  
9 report for the patient Osagie Patience,  
10 P-A-T-I-E-N-C-E.

11 Would that be the referring physician's  
12 name (indicating)?

13 A Yes.

14 Q Would that be on every report that  
15 Community Medical Imaging would generate; they  
16 would have a copy of the referring physician's  
17 name on the report?

18 A Should be.

19 Q When I say "referring physician,"  
20 that's who would have given you the prescription  
21 for the MRI?

22 A Correct.

23 Q So every MRI scan comes with a  
24 prescription or referral?

25 A Referral.

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A. McDonnell

Q You had said before that Gregory goes out to the different various clinics to meet with the doctors.

When he goes out and meets with the doctors, does he give them like a notepad or some type of standard referral form, which they would then fax or send over to you?

A Yes, sometimes they use their own or they use different things.

Q But would Community Medical Imaging have a standard form that they would provide to these clinics or doctors?

A I don't believe so.

Q I don't want to know what you believe. I want to know what you know.

A That form, I haven't seen.

MR. ZUPPA: That's what we just discussed on our break, okay? Don't guess. It's just what you've seen, what you've touched, what you've felt.

I'm sorry, guys.

MR. HOLLANDER: That's okay.

Q If you look on the last page of this form, it says, "E-sign."

1 A. McDonnell

2 Are all your reports electronically signed  
3 by you?

4 A Yes.

5 Q Earlier in your testimony when you  
6 said "verbal," you said you would verbally sign it  
7 and then they would print a copy of your  
8 electronic signature out?

9 A In terms of the process of how this  
10 gets on here (indicating), that's your question?

11 Q Yes.

12 A That is e-signature at the  
13 transcription site. So that software is set up  
14 that when you sign, the e-signature goes there.

15 Q Would that be the same signature  
16 that's placed on the Assignment of Benefits, which  
17 was the last document marked as an exhibit; how  
18 would that signature be there?

19 A That would be printed out at the site,  
20 an e-signature.

21 Q Printed out at which site?

22 A Community.

23 Q Do they have a stamp, or do they have  
24 a printing of your signature on file?

25 A A printing.

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A. McDonnell

MR. HOLLANDER: I don't have any further questions with respect to this Examination Under Oath today.

Once again, the booklet will reference which claims this EUO is in reference to, and I'll follow up with Mr. Zuppa in writing as to what documents are needed to fully verify the claims. Thank you.

(Time noted: 12:17 p.m.)

---

ANDREW McDONNELL

Signed and subscribed to  
before me, this \_\_\_\_ day  
of \_\_\_\_\_, 2014.

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Notary Public

|   |                  |                |      |
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| 3 | Andrew McDonnell | Mr. Hollander  | 4    |

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|---|--------------------|---------------------------------|------|
| 5 | E X H I B I T S    |                                 |      |
| 6 | NATIONWIDE         |                                 |      |
| 7 | FOR IDENTIFICATION | DESCRIPTION                     | PAGE |
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| 9 | B                  | Bill and Assignment of Benefits | 82   |

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|----|--|------|------|
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| 12 | DESCRIPTION                              | PAGE | LINE |
| 13 | Copy of lease agreement between          | 39   | 19   |
| 14 | Community Medical Imaging, P.C. and      |      |      |
| 15 | Boulevard Realty                         |      |      |
| 16 | Copy of service contract                 | 45   | 20   |
| 17 | Copy of purchase agreement               | 48   | 6    |
| 18 | Copy of license for MRI and CT tech's    | 53   | 3    |
| 19 | Copy of any and all permits for X-ray,   | 53   | 20   |
| 20 | MRI and CAT scan machine                 |      |      |
| 21 | Intake form for any no-fault patients    | 62   | 17   |
| 22 | with claims submitted to Nationwide      |      |      |
| 23 | Name of Workers' Comp carrier and policy | 63   | 14   |
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I N D E X  
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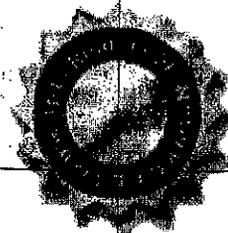
C E R T I F I C A T E

I, NEDA HAMIDAVIPOUR, a shorthand reporter and Notary Public within and for the State of New York, do hereby certify:

That the witness whose testimony is hereinbefore set forth was duly sworn by me, and the foregoing transcript is a true record of the testimony given by such witness.

I further certify that I am not related to any of the parties to this action by blood or marriage, and that I am in no way interested in the outcome of this matter.

*Neda Hamidavi*



ERRATA SHEET

AMERICAN STENOGRAPHIC, LLC

CASE NAME: COMMUNITY MEDICAL IMAGING, P.C. -  
NATIONWIDE INSURANCE COMPANY

DATE OF DEPOSITION: December 8th, 2014

WITNESS'S NAME: DR. ANDREW McDONNELL

| PAGE | LINE (S) | CHANGE | REASON |
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| 12   |          |        |        |
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| 18   |          |        |        |
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20 \_\_\_\_\_  
21 witness name

22 SUBSCRIBED AND SWORN TO BEFORE ME

23 THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

24 \_\_\_\_\_  
25 (NOTARY PUBLIC) MY COMMISSION EXPIRES:

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