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Company, GEICO Indemnity Company, GEICO General Insurance
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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

GOVERNMENT EMPLOYEES INSURANCE CO.,
GEICO INDEMNITY CO., GEICO GENERAL
INSURANCE COMPANY and GEICO CASUALTY
CO.,

Plaintiffs,

–against–

DIDIER DEMESMIN, M.D., NEW YORK PAIN
MEDICINE ASSOCIATE, PLLC, UNIVERSITY PAIN
MEDICINE CENTER, LLC, STEMMEE, LLC, TOTAL
WELLNESS & MEDICAL HEALTH, P.C., and DAVID
G. KHANAN, M.D.,

Defendants.

Docket No.: _____()

**Plaintiffs Demand
a Trial by Jury**

COMPLAINT

Plaintiffs Government Employees Insurance Co., GEICO Indemnity Co., GEICO General Insurance Company and GEICO Casualty Co. (collectively “GEICO” or “Plaintiffs”), as and for their Complaint against the Defendants, hereby allege as follows:

NATURE OF THE ACTION

1. This action seeks to recover more than \$3,650,000.00 that the Defendants wrongfully obtained from GEICO by submitting, and causing to be submitted, thousands of fraudulent and unlawful no-fault (“personal injury protection” or “PIP”) insurance charges through University Pain Medicine Center, LLC (“University Pain”), New York Pain Medicine Associate, PLLC (“NY Pain”), Stemmee, LLC (“Stemmee”), and Total Wellness & Medical Health, P.C. (“Total Wellness”), for purported examinations, physical therapy services, electrodiagnostic (“EDX”) testing, pain management injections, and surgical procedures (collectively the “Fraudulent Services”).

2. The Fraudulent Services were provided, to the extent that they were provided at all, to individuals (“Insureds”) who claimed to have been involved in automobile accidents and were eligible for insurance coverage under GEICO no-fault insurance policies.

3. In addition, GEICO seeks a declaration that it is not legally obligated to pay reimbursement of more than \$75,000.00 in pending no-fault insurance claims that have been submitted by or on behalf of NY Pain, University Pain, Stemmee, and Total Wellness because of the fraudulent and unlawful conduct described herein.

4. The Defendants fall into the following categories:

- (i) Defendant Total Wellness is a New York medical professional corporation through which many of the Fraudulent Services purportedly were provided and were billed to insurance companies, including GEICO in New York.

- (ii) Defendant David G. Khanan, M.D. (“Khanan”) is a physician who was licensed to practice medicine in New York on or about April 23, 2003. Khanan owned and controlled Total Wellness, and used Total Wellness as a vehicle to submit fraudulent and unlawful no-fault insurance billing for the Fraudulent Services to insurance companies, including GEICO in New York.
- (iii) Defendant NY Pain is a New York medical professional limited liability company through which many of the Fraudulent Services purportedly were provided and were billed to insurance companies, including GEICO in New York and New Jersey.
- (iv) Defendant University Pain is a New Jersey limited liability company through which many of the Fraudulent Services purportedly were provided and were billed to insurance companies, including GEICO in New York and New Jersey.
- (v) Defendant Stemme is a New Jersey medical professional limited liability company through which many of the Fraudulent Services purportedly were provided and were billed to insurance companies, including GEICO in New York and New Jersey.
- (vi) Defendant Didier Demesmin, M.D. (“Demesmin”) is a physician who was licensed to practice medicine in New York on or about May 28, 2003, and in New Jersey on or about April 27, 2005. Demesmin owned and controlled University Pain, NY Pain, and Stemme, and used University Pain, NY Pain, and Stemme as vehicles to submit fraudulent and unlawful no-fault insurance billing for the Fraudulent Services to insurance companies, including GEICO in New York and New Jersey.

5. As discussed below, the Defendants at all relevant times have known that:

- (i) the Defendants paid and received unlawful compensation in exchange for patient referrals;
- (ii) the Defendants engaged in an unlawful self-referral scheme;
- (iii) the Fraudulent Services were not medically necessary, and were provided – to the extent that they were provided at all – pursuant to pre-determined fraudulent protocols designed to financially enrich the Defendants, rather than to treat or otherwise benefit the Insureds who purportedly were subjected to them;
- (iv) in many cases, the Fraudulent Services never were provided in the first instance;
- (v) the billing codes used for the Fraudulent Services misrepresented and exaggerated the level of services that purportedly were provided in order to inflate the charges submitted to GEICO; and

(vi) the Fraudulent Services were not provided in compliance with relevant laws and regulations governing health care practice and, as a result, were not eligible for no-fault reimbursement in the first instance.

6. As such, the Defendants do not now have – and never had – any right to be compensated for the Fraudulent Services that they billed or caused to be billed to GEICO. The charts annexed hereto as Exhibits “1” – “4” set forth large representative samples of the fraudulent claims that have been identified to-date that the respective Defendants submitted, or caused to be submitted, to GEICO via the mails.

7. The Defendants’ fraudulent and unlawful scheme began no later than 2017 and has continued uninterrupted since that time. As a result of the Defendants’ scheme, GEICO has incurred damages of more than \$3,650,000.00.

THE PARTIES

I. Plaintiffs

8. Plaintiffs Government Employees Insurance Company, GEICO Indemnity Company, GEICO General Insurance Company, and GEICO Casualty Company are Nebraska corporations with their principal places of business in Chevy Chase, Maryland. GEICO is authorized to conduct business and to issue automobile insurance policies in New York and New Jersey.

II. Defendants

9. Defendant Total Wellness is a New York medical professional corporation with its principal place of business in New York. Total Wellness was incorporated in New York on or about June 15, 2006, was owned and controlled by Khanan, and was used by Khanan as a vehicle to submit fraudulent and unlawful no-fault insurance billing to GEICO and other insurers in New York.

10. Defendant Khanan resides in and is a citizen of New York, and was licensed to practice medicine in New York on or about April 23, 2003. Khanan owned and controlled Total Wellness, purported to perform many of the Fraudulent Services at Total Wellness, and used Total Wellness as a vehicle to submit fraudulent and unlawful no-fault insurance billing to GEICO and other insurers in New York.

11. Defendant NY Pain is a New York medical professional limited liability company with its principal place of business in New York. University Pain was established in New York on or about March 10, 2020, was owned and controlled by Demesmin, had Demesmin as its member, and was used by Demesmin as a vehicle to submit fraudulent and unlawful no-fault insurance billing to GEICO and other insurers in New York and New Jersey.

12. Defendant University Pain is a New Jersey limited liability company with its principal place of business in New Jersey. University Pain was established in New Jersey on or about September 20, 2007, was owned and controlled by Demesmin, had Demesmin as its member, purported to operate as a medical practice, and was used by Demesmin as a vehicle to submit fraudulent and unlawful no-fault insurance billing to GEICO and other insurers in New York and New Jersey.

13. Defendant Stemmee is a New Jersey limited liability company with its principal place of business in New Jersey. Stemmee was established in New Jersey on or about March 2, 2017, was owned and controlled by Demesmin, had Demesmin as its member, purported to operate as a surgical practice, and was used by Demesmin as a vehicle to submit fraudulent and unlawful no-fault insurance billing to GEICO and other insurers in New York and New Jersey.

14. Defendant Demesmin resides in and is a citizen of New York, and was licensed to practice medicine in New York on or about May 28, 2003, and in New Jersey on or about April

27, 2005. Demesmin owned, controlled, and was the member of University Pain, NY Pain, and Stemmee, purported to perform many of the Fraudulent Services at University Pain, NY Pain, and Stemmee, and used University Pain, NY Pain, and Stemmee as vehicles to submit fraudulent and unlawful no-fault insurance billing to GEICO and other insurers in New York and New Jersey.

JURISDICTION AND VENUE

15. This Court has jurisdiction over the subject matter of this action under 28 U.S.C. § 1332(a)(1) because the total matter in controversy, exclusive of interest and costs, exceeds the jurisdictional threshold of \$75,000.00, and is between citizens of different states.

16. This Court also has original jurisdiction pursuant to 28 U.S.C. § 1331 over claims brought under 18 U.S.C. §§ 1961 *et seq.* (the Racketeer Influenced and Corrupt Organizations (“RICO”) Act).

17. In addition, this Court has supplemental jurisdiction over the subject matter of the claims asserted in this action pursuant to 28 U.S.C. § 1367.

18. Venue in this District is appropriate pursuant to 28 U.S.C. § 1391, as the Eastern District of New York is the District where one or more of the Defendants reside and because this is the District where a substantial amount of the activities forming the basis of the Complaint occurred.

19. For example, the Defendants submitted or caused to be submitted a large amount of fraudulent billing to GEICO in New York, under New York automobile insurance policies, for treatment that they purported to provide to GEICO’s New York-based Insureds, typically in the Eastern District of New York. In reliance on the fraudulent and unlawful claims, personnel at a GEICO office in the Eastern District of New York issued payment on the claims.

20. What is more, and as set forth herein, the Defendants transacted and solicited substantial business in New York, derived a substantial amount of revenue based on their fraudulent and unlawful business activities in New York, and committed tortious acts that caused injury to GEICO in New York.

III. Other Relevant Individuals and Entities

21. Although they have not been named as Defendants in this action, the following health care providers are relevant to understanding the claims in this action:

- (i) Fady Wassef, M.D. (“Wassef”) resides in and is a citizen of New Jersey. Wassef was licensed to practice medicine in New York on or about June 5, 2013, in New Jersey on or about August 3, 2021, and purported to perform many of the Fraudulent Services at NY Pain and University Pain.
- (ii) Daniel Rothstein, M.D. (“Rothstein”) resides in and is a citizen of New Jersey. Rothstein was licensed to practice medicine in New York on or about April 24, 2014, in New Jersey on or about July 6, 2016, and purported to perform many of the Fraudulent Services at University Pain.

ALLEGATIONS COMMON TO ALL CLAIMS

I. An Overview of the Pertinent Law Governing No-Fault Insurance Reimbursement

22. GEICO underwrites automobile insurance in New York and New Jersey.

A. Pertinent New York Law Governing No-Fault Insurance Reimbursement

23. New York’s no-fault insurance laws are designed to ensure that injured victims of motor vehicle accidents have an efficient mechanism to pay for and receive the health care services that they need.

24. Under New York’s Comprehensive Motor Vehicle Insurance Reparations Act (N.Y. Ins. Law §§ 5101, et seq.) and the regulations promulgated pursuant thereto (11 N.Y.C.R.R. §§ 65, et seq.), automobile insurers are required to provide no-fault insurance benefits (“Personal Injury Protection” or “PIP Benefits”) to Insureds.

25. In New York, PIP Benefits include up to \$50,000.00 per Insured for necessary expenses that are incurred for health care goods and services.

26. In New York, an Insured can assign their right to PIP Benefits to health care goods and services providers in exchange for those services.

27. In New York, pursuant to a duly executed assignment, a health care provider may submit claims directly to an insurance company and receive payment for medically necessary services, using the claim form required by the New York State Department of Insurance (known as “Verification of Treatment by Attending Physician or Other Provider of Health Service” or, more commonly, as an “NF-3”) or by using the Health care Financing Administration insurance claim form (known as the “HCFA-1500 form” or “CMS-1500 form”).

28. Pursuant to the New York no-fault insurance laws, health care services providers are not eligible to bill for or to collect PIP Benefits if they fail to meet any New York State or local licensing requirements necessary to provide the underlying services, or if they fail to meet the applicable licensing requirements in any other states in which such services are performed.

29. For instance, the implementing regulation adopted by the New York Superintendent of Insurance, 11 N.Y.C.R.R. § 65-3.16(a)(12) states, in pertinent part, as follows:

A provider of health care services is not eligible for reimbursement under section 5102(a)(1) of the Insurance Law if the provider fails to meet any applicable New York State or local licensing requirement necessary to perform such service in New York or meet any applicable licensing requirement necessary to perform such service in any other state in which such service is performed.

30. Pursuant to the New York Education Law, foreign medical professional entities operating in New York must apply for authority to do business in New York and must have a certificate of authority from the New York Department of Education. See, e.g., N.Y. Educ. Law §§ 6509(8), 6530(12); N.Y. Bus. Corp. Law §§ 1503, 1514, 1530.

31. Foreign medical professional entities that operate in New York without obtaining the requisite certificate of authority and authorization are not eligible to receive PIP Benefits.

32. New York law prohibits licensed health care services providers, including licensed physicians, from paying or accepting compensation in exchange for patient referrals. See, e.g., New York Education Law §§ 6509-a; 6530; 6531; see also 8 N.Y.C.R.R. § 29.1. Therefore, a health care provider that pays or receives kickbacks or unlawful compensation in exchange for patient referrals is not eligible to receive PIP Benefits.

33. In addition, New York law prohibits licensed health care services providers, including physicians, from referring patients to health care practices in which they have an ownership or investment interest unless: (i) the ownership or investment interest is disclosed to the patient; and (ii) the disclosure informs the patient of his or her “right to utilize a specifically identified alternative health care provider if any such alternative is reasonably available”. See New York Public Health Law § 238-d.

34. In New York, claims for PIP Benefits are governed by the New York Workers’ Compensation Fee Schedule (the “NY Fee Schedule”).

35. When a health care services provider submits a claim for PIP Benefits using the current procedural terminology (“CPT”) codes set forth in the NY Fee Schedule, it represents that: (i) the service described by the specific CPT code that is used was performed in a competent manner in accordance with applicable laws and regulations; (ii) the service described by the specific CPT code that is used was reasonable and medically necessary; and (iii) the service and the attendant fee were not excessive.

36. Pursuant to New York Insurance Law § 403, the NF-3 and HCFA-1500 forms submitted by a health care services provider to GEICO, and to all other automobile insurers, must be verified by the health care provider subject to the following warning:

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleadings, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime.

B. Pertinent New Jersey Law Governing No-Fault Insurance Reimbursement

37. Like New York, New Jersey has a comprehensive statutory system designed to ensure that motor vehicle accident victims are compensated for their injuries. The statutory system is embodied within the Compulsory Insurance Law (N.J.S.A. 39:6B–1 to 3) and the Automobile Reparation Reform Act (N.J.S.A. 39:6A–1 et seq.), which require automobile insurers to provide PIP Benefits to Insureds.

38. As in New York, under the New Jersey no-fault laws, an Insured can assign his or her right to PIP Benefits to health care services providers in exchange for those services. Pursuant to a valid assignment of PIP Benefits, a health care services provider may submit claims directly to an insurance company in order to receive payment for medically necessary services, using the required claim forms, including the HCFA–1500 form.

39. In order for a health care services provider to be eligible to receive PIP Benefits under the New Jersey no-fault laws, it must comply with all significant laws and regulations governing health care practice in New Jersey.

40. Thus, a health care services provider is not entitled to receive PIP Benefits where it has failed to comply with all significant statutory and regulatory requirements governing health care practice in New Jersey, whether or not the underlying services were medically necessary or actually provided.

41. Moreover, in order for a specific health care service to be eligible for PIP reimbursement, the service itself must be provided in compliance with all significant laws and regulations governing health care practice in New Jersey.

42. By extension, insurers such as GEICO are not obligated to make any payments of PIP Benefits to health care services providers that are not in compliance with all significant statutory and regulatory requirements governing health care practice in New Jersey.

43. Furthermore, insurers such as GEICO are not obligated to make any payments of PIP Benefits for health care services that are not rendered in compliance with all significant statutory and regulatory requirements governing health care practice in New Jersey.

44. Pursuant to N.J.A.C. 13:35-6.16, a foreign limited liability company may not lawfully operate as a medical practice in New Jersey.

45. Insurers are not required to pay PIP Benefits for medical services that are unlawfully provided in New Jersey through foreign limited liability companies.

46. Pursuant to N.J.A.C. 13:35-6.17, physicians are prohibited from paying or receiving compensation, either directly or indirectly, in exchange for patient referrals.

47. Among other things, N.J.A.C. 13:35-6.17(c)(1) specifies that:

A licensee shall not, directly or indirectly, give to or receive from any licensed or unlicensed source a gift of more than nominal (negligible) value, or any fee, commission, rebate or bonus or other compensation however denominated, which a reasonable person would recognize as having been given or received in appreciation for or to promote conduct by a licensee including: purchasing a medical product, ordering or promoting the sale or lease of a device or appliance or other prescribed item, prescribing any type of item or product for patient use or making or receiving a referral to or from another for professional services. For example, a licensee who refers a patient to a health care service (such as a cardiac rehabilitation service or a provider of durable medical equipment or a provider of testing services) shall not accept from nor give to the health care service a fee directly or indirectly in connection with the referral, whether denominated as a referral or prescription fee or examination or supervision fee or space leasing in which to render the services (other than as permitted in (h) below), or by any other name

48. N.J.A.C. 13:35-6.17(c)(1)(ii) specifies that “[t]his section shall be construed broadly to effectuate its remedial intent.”

49. In keeping with the broad anti-kickback prohibitions in N.J.A.C. 13:35-6.17(c)(1), N.J.A.C. 13:35-6.17(h) provides, in pertinent part, that:

A Board licensee may lease space or medical equipment to or from another licensed health care professional to whom patients are referred, only where rent is a fixed fee set in advance and determined by the fair market value, or less, and is for a regular term and not for sporadic use of the space or equipment.

(Emphasis added).

50. Physicians and medical practices that pay or receive unlawful compensation in exchange for patient referrals are not eligible to collect PIP Benefits.

51. In New Jersey, with limited exceptions that are not applicable here, “practitioners” generally may not refer patients to a health care practice in which they have a “significant beneficial interest”.

52. Specifically, N.J.S.A. 45:9–22.5 (the “Codey Law”) provides – in pertinent part – that:

A practitioner shall not refer a patient or direct an employee of the practitioner to refer a patient to a health care service in which the practitioner, or the practitioner's immediate family, or the practitioner in combination with the practitioner's immediate family has a significant beneficial interest

53. Pursuant to N.J.S.A. 45:9–22.4:

“Practitioner” means a physician, chiropractor or podiatrist licensed pursuant to Title 45 of the Revised Statutes.

“Health care service” means a business entity which provides on an inpatient or outpatient basis: testing for or diagnosis or treatment of human disease or dysfunction; or dispensing of drugs or medical devices for the treatment of human disease or dysfunction. Health care service includes, but is not limited to, a bioanalytical laboratory, pharmacy, home health care agency, rehabilitation facility, nursing home, hospital, or a facility which provides radiological or other diagnostic imagery services, physical therapy, ambulatory surgery, or ophthalmic services.

“Significant beneficial interest” means any financial interest; but does not include ownership of a building wherein the space is leased to a person at the prevailing rate under a straight lease agreement, or any interest held in publicly traded securities.

54. Pursuant to N.J.S.A. 45:9-22-5(c)(1), the Codey Law’s restrictions on patient referrals do not apply to:

medical treatment or a procedure that is provided at the practitioner’s medical office and for which a bill is issued directly in the name of the practitioner or the practitioner’s medical office

55. Pursuant to N.J.S.A. 45:9-22-5(c)(3), the Codey Law’s restrictions on patient referrals also do not apply to referrals for certain procedures performed at an ambulatory care facility, such as an ambulatory surgery center, or at a registered surgical practice, so long as certain conditions are met (the “ASC Exception”).

56. In particular, and as set forth in N.J.S.A. 45:9-22-5(c)(3), prior to January 2019 the Codey Law’s restrictions did not apply to:

ambulatory surgery or procedures requiring anesthesia performed at a surgical practice registered with the Department of Health . . . or at an ambulatory care facility licensed by the Department of Health to perform surgical and related services or lithotripsy services, if the following conditions are met:

- (a) the practitioner who provided the referral personally performs the procedure;
- (b) the practitioner’s remuneration as an owner of or investor in the practice or facility is directly proportional to the practitioner’s ownership interest and not to the volume of patients the practitioner refers to the practice or facility;
- (c) all clinically-related decisions at a facility owned in part by non-practitioners are made by practitioners and are in the best interests of the patient; and
- (d) disclosure of the referring practitioner’s significant beneficial interest in the practice or facility is made to the patient in writing, at or prior to the time that the referral is made, consistent with the provisions of section 3 of P.L. 1989, c. 19 (C.45:9-22.6).

57. After January 2019, the Codey Law's restrictions did not apply to:

ambulatory surgery or procedures involving the use of any anesthesia performed at a surgical practice registered with the Department of Health . . . or at an ambulatory care facility licensed by the Department of Health to perform surgical and related services or lithotripsy services, if the following conditions are met:

- (a) the practitioner who provided the referral personally performs the procedure;
- (b) the practitioner's remuneration as an owner of or investor in the practice or facility is directly proportional to the practitioner's ownership interest and not to the volume of patients the practitioner refers to the practice or facility;
- (c) all clinically-related decisions at a facility owned in part by non-practitioners are made by practitioners and are in the best interests of the patient; and
- (d) disclosure of the referring practitioner's significant beneficial interest in the practice or facility is made to the patient in writing, at or prior to the time that the referral is made, consistent with the provisions of section 3 of P.L. 1989, c. 19 (C.45:9-22.6).

58. Thus, if a physician self-referred patients for a medical procedure at an ambulatory care facility or registered surgical practice, the referrals would not qualify for the ASC Exception and therefore would violate the Codey Law unless – among other things – the physician who made the referral personally performed the resulting procedure, and the procedure actually required (or legitimately involved the use of) anesthesia.

59. Physicians, medical practices, and surgical practices in New Jersey that engage in self-referral arrangements that violate the Codey Law are not eligible to receive PIP Benefits.

60. Pursuant to N.J.S.A. 39:6A–4, an insurer such as GEICO is only required to pay PIP Benefits for reasonable, necessary, and appropriate treatment. At the same time, a health care services provider is only eligible to receive PIP Benefits for medically necessary services.

61. Like New York, New Jersey has established a medical fee schedule (the “NJ Fee Schedule”) that is applicable to claims for PIP Benefits.

62. When a health care services provider submits a claim for PIP Benefits using the current procedural terminology (“CPT”) codes set forth in the NJ Fee Schedule, it represents that: (i) the service described by the specific CPT code that is used was performed in a competent manner in accordance with applicable regulations; (ii) the service described by the specific CPT code that is used was reasonable and medically necessary; and (iii) the service and the attendant fee were not excessive.

II. The Defendants’ Fraudulent Scheme

63. Beginning no later than 2017, and continuing through the present day, the Defendants masterminded and implemented a fraudulent scheme in which they caused a massive amount of fraudulent and unlawful PIP billing to be submitted to GEICO for medically unnecessary, illusory, unlawful, and otherwise non-reimbursable services in New York and New Jersey.

A. University Pain’s Unlawful Operations in New York

64. As set forth above, University Pain is a New Jersey limited liability company, not a New York limited liability company.

65. As set forth above, pursuant to 11 N.Y.C.R.R. § 65-3.16(a)(12), health care services providers are not eligible to collect PIP Benefits if the providers fail “to meet any applicable New York State or local licensing requirement necessary to perform such service in New York”

66. Pursuant to the New York Education Law, medical professional entities operating in New York, such as University Pain, must have a certificate of authority from the New York Department of Education and must be properly incorporated in New York. See, e.g., N.Y. Educ. Law §§ 6509, 6530; N.Y. Bus. Corp. Law §§ 1503, 1514.

67. Nonetheless, University Pain never obtained a certificate of authority from the New York Education Department and was never properly incorporated or established in New York.

68. For instance, searches of the New York Department of State Division of Corporations website indicate that University Pain was never incorporated or established in New York and has never been authorized to do business in New York.

69. Likewise, searches of the New York Education Department's Office of the Professions website indicate that University Pain never received any certificate of authority from the Education Department.

70. Even so, Demesmin routinely and unlawfully operated University Pain as a professional medical practice in New York.

71. For example:

- (i) On or about October 30, 2017, Demesmin and University Pain billed GEICO for an examination purportedly provided through University Pain to an Insured named MM at 1530 Bedford Avenue, Brooklyn, New York, despite the fact that University Pain was ineligible to receive PIP Benefits in connection with the putative examination because it could not lawfully provide the service in New York.
- (ii) On or about April 11, 2019, Demesmin and University Pain billed GEICO for an examination purportedly provided through University Pain to an Insured named AM at 116-22 Queens Boulevard, Forest Hills, New York, despite the fact that University Pain was ineligible to receive PIP Benefits in connection with the putative examination because it could not lawfully provide the service in New York.
- (iii) On or about May 16, 2019, Demesmin and University Pain billed GEICO for an examination purportedly provided through University Pain to an Insured named EA at 717 Front Street, Hempstead, New York, despite the fact that University Pain was ineligible to receive PIP Benefits in connection with the putative examination because it could not lawfully provide the service in New York.
- (iv) On or about May 24, 2019, Demesmin and University Pain billed GEICO for a pain management injection purportedly provided through University Pain to an Insured named JR at 83-40 Woodhaven Boulevard, Glendale, New York despite the fact that University Pain was ineligible to receive PIP Benefits in connection with the putative pain management injection because it could not lawfully provide the service in New York.
- (v) On or about July 31, 2019, Demesmin and University Pain billed GEICO for an examination purportedly provided through University Pain to an Insured named MS

at 1220 East New York Avenue, Brooklyn, New York, despite the fact that University Pain was ineligible to receive PIP Benefits in connection with the putative examination because it could not lawfully provide the service in New York.

- (vi) On or about November 7, 2019, Demesmin and University Pain billed GEICO for a pain management injection purportedly provided through University Pain to an Insured named LF at 313 43rd, Brooklyn, New York, despite the fact that University Pain was ineligible to receive PIP Benefits in connection with the putative pain management injection because it could not lawfully provide the service in New York.
- (vii) On or about March 24, 2020, Demesmin and University Pain billed GEICO for an examination purportedly provided through University Pain to an Insured named WZ at 2052 Richmond Road, Staten Island, New York, despite the fact that University Pain was ineligible to receive PIP Benefits in connection with the putative examination because it could not lawfully provide the service in New York.
- (viii) On or about March 11, 2021, Demesmin and University Pain billed GEICO for a pain management injection purportedly provided through University Pain to an Insured named RH at 92-12 165th Stretch, Jamaica, New York, despite the fact that University Pain was ineligible to receive PIP Benefits in connection with the putative pain management injection because it could not lawfully provide the service in New York.
- (ix) On or about April 28, 2021, Demesmin and University Pain billed GEICO for an examination purportedly provided through University Pain to an Insured named JM at 31 Guy Lombardo Avenue, Freeport, New York, despite the fact that University Pain was ineligible to receive PIP Benefits in connection with the putative examination because it could not lawfully provide the service in New York.
- (x) On or about September 10, 2021, Demesmin and University Pain billed GEICO for an examination purportedly provided through University Pain to an Insured named LV at 110 Duane Street, New York, New York, despite the fact that University Pain was ineligible to receive PIP Benefits in connection with the putative examination because it could not lawfully provide the service in New York.

72. These are only representative examples. All of the claims for Fraudulent Services identified in Exhibit “2” for services that purportedly were provided in New York were provided in violation of New York licensing laws, because University Pain lacked the authority to operate as a medical practice in New York.

B. NY Pain's Unlawful Operations in New Jersey

73. As set forth above, pursuant to N.J.A.C. 13:35-6.16, a foreign limited liability company may not lawfully operate as a medical practice in New Jersey.

74. As discussed above, NY Pain was a New York limited liability company. NY Pain was not and has never been a New Jersey limited liability company. Further, NY Pain was never established as a limited liability company under New Jersey law.

75. Accordingly, NY Pain could not lawfully provide medical or other professional services in the state of New Jersey.

76. Even so, in the claims identified in Exhibit "1", Demesmin routinely caused NY Pain to unlawfully provide purported medical services in New Jersey, which then were billed to GEICO.

77. For example:

- (i) On or about May 12, 2021, Demesmin and NY Pain billed GEICO for a pain management injection purportedly provided through NY Pain to an Insured named NP at 294 Applegarth Road, Monroe Township, New Jersey, despite the fact that NY Pain was ineligible to receive PIP Benefits in connection with the pain management injection, because it could not lawfully provide the service in New Jersey.
- (ii) On or about June 12, 2021, Demesmin and NY Pain billed GEICO for a pain management injection purportedly provided through NY Pain to an Insured named SW at 680 Broadway, Paterson, New Jersey, despite the fact that NY Pain was ineligible to receive PIP Benefits in connection with the pain management injection, because it could not lawfully provide the service in New Jersey.
- (iii) On or about November 3, 2021, Demesmin and NY Pain billed GEICO for an examination purportedly provided through NY Pain to an Insured named AL at 100 Federal City Road, Lawrenceville, New Jersey, despite the fact that NY Pain was ineligible to receive PIP Benefits in connection with the examination, because it could not lawfully provide the service in New Jersey.
- (iv) On or about December 16, 2021, Demesmin and NY Pain billed GEICO for an examination purportedly provided through NY Pain to an Insured named NK at 59 Veronica Avenue, Somerset, New Jersey, despite the fact that NY Pain was ineligible to receive PIP Benefits in connection with the examination, because it could not lawfully provide the service in New Jersey.

- (v) On or about February 15, 2022, Demesmin and NY Pain billed GEICO for a pain management injection purportedly provided through NY Pain to an Insured named HW at 59 Veronica Avenue, Somerset, New Jersey, despite the fact that NY Pain was ineligible to receive PIP Benefits in connection with the pain management injection, because it could not lawfully provide the service in New Jersey.
- (vi) On or about March 22, 2022, Demesmin and NY Pain billed GEICO for a discectomy purportedly provided through NY Pain to an Insured named AC at 59 Veronica Avenue, Somerset, New Jersey, despite the fact that NY Pain was ineligible to receive PIP Benefits in connection with the discectomy, because it could not lawfully provide the service in New Jersey.
- (vii) On or about April 6, 2022, Demesmin and NY Pain billed GEICO for an examination purportedly provided through NY Pain to an Insured named TC at 100 Federal City Road, Lawrenceville, New Jersey, despite the fact that NY Pain was ineligible to receive PIP Benefits in connection with the examination, because it could not lawfully provide the service in New Jersey.
- (viii) On or about April 13, 2022, Demesmin and NY Pain billed GEICO for an examination purportedly provided through NY Pain to an Insured named JD at 59 Veronica Avenue, Somerset, New Jersey, despite the fact that NY Pain was ineligible to receive PIP Benefits in connection with the examination, because it could not lawfully provide the service in New Jersey.
- (ix) On or about May 25, 2022, Demesmin and NY Pain billed GEICO for an examination purportedly provided through NY Pain to an Insured named CB at 100 Federal City Road, Lawrenceville, New Jersey, despite the fact that NY Pain was ineligible to receive PIP Benefits in connection with the examination, because it could not lawfully provide the service in New Jersey.
- (x) On or about June 18, 2022, Demesmin and NY Pain billed GEICO for a pain management injection purportedly provided through NY Pain to an Insured named DJ at 680 Broadway, Paterson, New Jersey, despite the fact that NY Pain was ineligible to receive PIP Benefits in connection with the pain management injection, because it could not lawfully provide the service in New Jersey.

78. These are only representative examples. Many of the claims for Fraudulent Services identified in Exhibit “1” for services that purportedly were provided in New Jersey were provided in violation of New Jersey law, because NY Pain lacked the ability to lawfully operate as a medical practice in New Jersey.

C. The Payment and Receipt of Unlawful Compensation Between and Among the Defendants in Exchange for Patient Referrals

79. In order to bill GEICO and other automobile insurers for initial examinations, follow-up examinations, EDX testing, pain management injections, and surgical procedures, University Pain, NY Pain, and Demesmin needed to obtain patient referrals from other health care providers. However, because the “services” that University Pain, NY Pain, and Demesmin provided were medically unnecessary, they could not obtain legitimate patient referrals from legitimate health care providers.

80. Accordingly, in an effort to obtain access to a large number of no-fault insurance patients, University Pain, NY Pain, Demesmin, or some other health care provider acting on their behalf and at their direction, would regularly travel to various offices located throughout New York (collectively the “No-Fault Clinics”), where they would intake patients and provide them with initial examinations as the first step in the Defendants’ fraudulent scheme and as a precursor to the provision of the Fraudulent Services. These No-Fault Clinics included Total Wellness and Khanan’s offices at 717 Front Street, Hempstead, New York, 11550, as well as other offices including offices at the following locations:

- (i) 1 Fulton Avenue, Suite 8, West Hempstead, New York, 11552
- (ii) 102-28 Jamaica Avenue, Jamaica, New York, 11418
- (iii) 108-25 Merrick Boulevard, Jamaica, New York, 11433
- (iv) 1220 East New York Avenue, Brooklyn, New York, 11212
- (v) 1650 Eastern Parkway, Brooklyn, New York, 11223
- (vi) 2052 Richmond Road, Staten Island, New York, 10306
- (vii) 215-19 39th Avenue, Flushing, New York, 11361
- (viii) 31 Guy Lombardo Avenue, Freeport, New York, 11520
- (ix) 40-11 Warren Street, Flushing, New York, 11373
- (x) 55 2nd Avenue, Unit 1, Brentwood, New York, 11717
- (xi) 615 Seneca Avenue, Ridgewood, New York, 11385
- (xii) 7 Walnut Road, Glen Cove, New York, 11542
- (xiii) 7601 5th Avenue, Brooklyn, New York, 11209
- (xiv) 823 56th Street, Brooklyn, New York, 11220
- (xv) 9046 Corona Avenue, Elmhurst, New York, 11220

- (xvi) 92-08 Liberty Avenue, Jamaica, New York, 11417
- (xvii) 9316 Liberty Avenue, Jamaica, New York, 11417

81. Though ostensibly organized to provide a range of medical services to Insureds at a single location, these No-Fault Clinics were in actuality set up as convenient, one-stop shops for no-fault insurance fraud.

82. These No-Fault Clinics provided facilities for University Pain, NY Pain, and Demesmin, as well as a “revolving door” of medical professional corporations, chiropractic professional corporations, physical therapy professional corporations and/or a multitude of other purported health care providers, all geared towards exploiting New York’s no-fault insurance system.

83. In order to obtain patient referrals at Total Wellness and Khanan’s offices, as well as at the other No-Fault Clinics identified above, University Pain, NY Pain, and Demesmin paid unlawful compensation to Total Wellness, Khanan, and the individuals and entities that controlled the other No-Fault Clinics.

84. The unlawful compensation was provided in the form of: (i) ostensibly legitimate payments to “lease” space at the No-Fault Clinics, which actually were disguised kickbacks paid in exchange for patient referrals; and/or (ii) return referrals back from University Pain, NY Pain, and Demesmin to Total Wellness, Khanan, and the other No-Fault Clinics for the continued provision of medically unnecessary physical therapy, EDX testing, and other health care services, which enabled Total Wellness, Khanan, and the other No-Fault Clinics to obtain additional PIP payments that otherwise would have been unavailable to them.

85. In reality, these were “pay-to-play” arrangements that caused Total Wellness, Khanan, and the other No-Fault Clinics to provide access to Insureds and to refer Insureds to University Pain and NY Pain for medically unnecessary examinations, EDX testing, pain-

management injections, and/or surgical procedures.

86. In keeping with the fact that their ostensibly legitimate “rent” payments actually were disguised kickbacks in exchange for patient referrals, University Pain, NY Pain, and Demesmin operated from the respective No-Fault Clinics on only a sporadic basis, on different days each month, only when Total Wellness, Khanan, and the other No-Fault Clinics had patients to refer to University Pain and NY Pain pursuant to the unlawful referral scheme.

87. In further keeping with the fact that the putative “rent” payments were not for fixed fees set in advance, and did not cover any regular lease terms, none of the No-Fault Clinics displayed external signage or other indicia of University Pain, NY Pain, and Demesmin’s ongoing presence at the offices.

88. In addition to the phony “lease” payments, University Pain, NY Pain, and Demesmin’s false contentions that Insureds continued to suffer from significant levels of pain, functional deficits, and radiculopathies as the result of their minor automobile accidents, and return referrals of the Insureds by University Pain, NY Pain, and Demesmin back to the No-Fault Clinics, constituted unlawful compensation to Total Wellness, Khanan, and the other No-Fault Clinics for their initial referrals of Insureds to University Pain, NY Pain, and Demesmin, as these contentions, diagnoses, and referrals provided a false justification for Total Wellness, Khanan, and the other No-Fault Clinics to continue to provide medically unnecessary physical therapy, EDX testing, and related services to the Insureds.

89. In keeping with the fact that University Pain, NY Pain, and Demesmin’s return referrals were not predicated on medical necessity, and in fact constituted unlawful compensation to Total Wellness, Khanan, and the other No-Fault Clinics for the initial referrals of the Insureds, the Defendants’ own records indicated that the prior physical therapy, EDX testing, and/or related

services provided through the No-Fault Clinics had not been effective in resolving the Insureds' supposed complaints.

90. For example:

- (i) On January 5, 2018, an Insured named EA was involved in an automobile accident. Thereafter, EA sought treatment from Khanan and Total Wellness, who provided EA with physical therapy treatment between December 2018 and May 2019. In May 2019, Khanan and Total Wellness caused EA to be referred to University Pain in exchange for unlawful compensation that Demesmin and University Pain provided to Khanan and Total Wellness. Thereafter, on May 16, 2019, Demesmin purported to examine EA on behalf of University Pain. In the May 16, 2019 examination report, Demesmin falsely contended that EA continued to suffer from high levels of pain as the result of the accident, despite the fact that – by that point – EA had received nearly seven months of physical therapy services from Khanan and Total Wellness. Though the physical therapy treatment that Khanan and Total Wellness purportedly had provided supposedly had been ineffective in resolving EA's putative symptoms, Demesmin nonetheless referred EA back to Khanan and Total Wellness for continued physical therapy treatment at the conclusion of the May 16, 2019, examination – nearly seven months after the accident, and long after any legitimate symptoms EA may have experienced had resolved. The medically unnecessary return referral to Khanan and Total Wellness was unlawful compensation for the initial, medically unnecessary referral to University Pain.
- (ii) On April 8, 2018, an Insured named JR was involved in an automobile accident. Thereafter, JR sought treatment from Khanan and Total Wellness, who provided JR with physical therapy treatment between September 2018 and June, 2019. In June 2019, Khanan and Total Wellness caused JR to be referred to University Pain in exchange for unlawful compensation that Demesmin and University Pain provided to Khanan and Total Wellness. Thereafter, on June 13, 2019, Demesmin purported to examine JR on behalf of University Pain. In the June 13, 2019 examination report, Demesmin falsely contended that JR continued to suffer from high levels of pain as the result of the accident, despite the fact that – by that point – JR had received over eight months of physical therapy services from Khanan and Total Wellness. Though the physical therapy treatment that Khanan and Total Wellness purportedly had provided supposedly had been ineffective in resolving JR's putative symptoms, Demesmin nonetheless referred JR back to Khanan and Total Wellness for continued physical therapy treatment at the conclusion of the June 13, 2019, examination – over eight months after the accident, and long after any legitimate symptoms JR may have experienced had resolved. The medically unnecessary return referral to Khanan and Total Wellness was unlawful compensation for the initial, medically unnecessary referral to University Pain.
- (iii) On November 8, 2019, an Insured named SG was involved in an automobile accident. Thereafter, SG sought treatment from Khanan and Total Wellness, who

provided SG with physical therapy between November 2019 and September 2020. In September 2020, Khanan and Total Wellness caused SG to be referred to University Pain in exchange for unlawful compensation that Demesmin and University Pain provided to Khanan and Total Wellness. Thereafter, on September 17, 2020, Demesmin purported to examine SG on behalf of University Pain. In the September 17, 2020 examination report, Demesmin falsely contended that SG continued to suffer from high levels of pain as the result of the accident, despite the fact that – by that point – SG had received over ten months of chiropractic services from Khanan and Total Wellness. Though the physical therapy treatment that Khanan and Total Wellness purportedly had provided supposedly had been ineffective in resolving SG’s putative symptoms, Demesmin nonetheless referred SG back to Khanan and Total Wellness for continued physical therapy treatment at the conclusion of the September 17, 2020, examination – nearly ten months after the accident, and long after any legitimate symptoms SG may have experienced had resolved. The medically unnecessary return referral to Khanan and Total Wellness was unlawful compensation for the initial, medically unnecessary referral to University Pain.

- (iv) On November 27, 2019, an Insured named SE was involved in an automobile accident. Thereafter, SE sought treatment from Khanan and Total Wellness, who provided SE with physical therapy treatment between December 2019 and October 2020. In October 2020, Khanan and Total Wellness caused SE to be referred to University Pain in exchange for unlawful compensation that Demesmin and University Pain provided to Khanan and Total Wellness. Thereafter, on October 1, 2020, Demesmin purported to examine SE on behalf of University Pain. In the October 1, 2020 examination report, Demesmin falsely contended that SE continued to suffer from high levels of pain as the result of the accident, despite the fact that – by that point – SE had received over ten months of physical therapy services from Khanan and Total Wellness. Though the physical therapy treatment that Khanan and Total Wellness purportedly had provided supposedly had been ineffective in resolving SE’s putative symptoms, Demesmin nonetheless referred SE back to Khanan and Total Wellness for continued physical therapy treatment at the conclusion of the October 1, 2020, examination – over ten months after the accident, and long after any legitimate symptoms SE may have experienced had resolved. The medically unnecessary return referral to Khanan and Total Wellness was unlawful compensation for the initial, medically unnecessary referral to University Pain.
- (v) On April 8, 2020, an Insured named OT was involved in an automobile accident. Thereafter, OT sought treatment from Khanan and Total Wellness Chiro, who provided OT with physical therapy treatment between June 2020 and November 2020. In November 2020, Khanan and Total Wellness caused OT to be referred to University Pain in exchange for unlawful compensation that Demesmin and University Pain provided to Mendoza and Mendoza Chiro. Thereafter, on November 5, 2020, Demesmin purported to examine OT on behalf of University Pain. In the November 5, 2020 examination report, Demesmin falsely contended

that OT continued to suffer from high levels of pain as the result of the accident, despite the fact that – by that point – OT had received over four months of physical therapy services from Khanan and Total Wellness. Though the chiropractic treatment that Khanan and Total Wellness purportedly had provided supposedly had been ineffective in resolving OT’s putative symptoms, Demesmin nonetheless referred OT back to Khanan and Total Wellness for continued chiropractic treatment at the conclusion of the November 5, 2020, examination – four months after the accident, and long after any legitimate symptoms OT may have experienced had resolved. The medically unnecessary return referral to Khanan and Total Wellness was unlawful compensation for the initial, medically unnecessary referral to University Pain.

- (vi) On November 21, 2020, an Insured named UA was involved in an automobile accident. Thereafter, UA sought treatment from Khanan and Total Wellness, who provided UA with physical therapy treatment between December 2020 and May 2021. In May 2021, Khanan and Total Wellness caused UA to be referred to NY Pain in exchange for unlawful compensation that Demesmin and NY Pain provided to Khanan and Total Wellness. Thereafter, on May 6, 2021, Demesmin purported to examine UA on behalf of NY Pain. In the May 6, 2021 examination report, Demesmin falsely contended that UA continued to suffer from high levels of pain as the result of the accident, despite the fact that – by that point – UA had received over six months of physical therapy treatment from Khanan and Total Wellness. Though the physical therapy treatment that Khanan and Total Wellness purportedly had provided supposedly had been ineffective in resolving UA’s putative symptoms, Demesmin nonetheless referred UA back to Khanan and Total Wellness for continued physical therapy treatment at the conclusion of the May 6, 2021, examination – over six months after the accident, and long after any legitimate symptoms UA may have experienced had resolved. The medically unnecessary return referral to Khanan and Total Wellness was unlawful compensation for the initial, medically unnecessary referral to NY Pain.
- (vii) On November 26, 2020, an Insured named CP was involved in an automobile accident. Thereafter, CP sought treatment from Khanan and Total Wellness, who provided CP with physical therapy treatment between November 2020 and August 2021. In August 2021, Khanan and Total Wellness caused CP to be referred to NY Pain in exchange for unlawful compensation that Demesmin and NY Pain provided to Khanan and Total Wellness. Thereafter, on August 19, 2021, Demesmin purported to examine CP on behalf of NY Pain. In the August 19, 2021 examination report, Demesmin falsely contended that CP continued to suffer from high levels of pain as the result of the accident, despite the fact that – by that point – CP had received over eight months of physical therapy treatment from Khanan and Total Wellness. Though the physical therapy treatment that Khanan and Total Wellness purportedly had provided supposedly had been ineffective in resolving CP’s putative symptoms, Demesmin nonetheless referred CP back to Khanan and Total Wellness for continued physical therapy treatment at the conclusion of the August 19, 2021, examination – over eight months after the accident, and long after any

legitimate symptoms CP may have experienced had resolved. The medically unnecessary return referral to Khanan and Total Wellness was unlawful compensation for the initial, medically unnecessary referral to NY Pain.

- (viii) On December 20, 2020, an Insured named RH was involved in an automobile accident. Thereafter, RH sought treatment from Khanan and Total Wellness, who provided RH with physical therapy treatment between January 2021 and May 2021. In May 2021, Khanan and Total Wellness caused RH to be referred to NY Pain in exchange for unlawful compensation that Demesmin and NY Pain provided to Khanan and Total Wellness. Thereafter, on May 6, 2021, Demesmin purported to examine RH on behalf of NY Pain. In the May 6, 2021 examination report, Demesmin falsely contended that RH continued to suffer from high levels of pain as the result of the accident, despite the fact that – by that point – RH had received nearly four months of physical therapy treatment from Khanan and Total Wellness. Though the physical therapy treatment that Khanan and Total Wellness purportedly had provided supposedly had been ineffective in resolving RH’s putative symptoms, Demesmin nonetheless referred RH back to Khanan and Total Wellness for continued physical therapy treatment at the conclusion of the May 6, 2021, examination – nearly four months after the accident, and long after any legitimate symptoms RH may have experienced had resolved. The medically unnecessary return referral to Khanan and Total Wellness was unlawful compensation for the initial, medically unnecessary referral to NY Pain.
- (ix) On July 7, 2021, an Insured named AL was involved in an automobile accident. Thereafter, AL sought treatment from Khanan and Total Wellness, who provided AL with physical therapy treatment between July 2021 and April 2022. In April 2022, Khanan and Total Wellness caused AL to be referred to NY Pain in exchange for unlawful compensation that Demesmin and NY Pain provided to Khanan and Total Wellness. Thereafter, on April 21, 2022, Demesmin purported to examine AL on behalf of NY Pain. In the April 21, 2022 examination report, Demesmin falsely contended that AL continued to suffer from high levels of pain as the result of the accident, despite the fact that – by that point – AL had received over eight months of physical therapy treatment from Khanan and Total Wellness. Though the physical therapy treatment that Khanan and Total Wellness purportedly had provided supposedly had been ineffective in resolving AL’s putative symptoms, Demesmin nonetheless referred AL back to Khanan and Total Wellness for continued physical therapy treatment at the conclusion of the April 21, 2022, examination – over eight months after the accident, and long after any legitimate symptoms AL may have experienced had resolved. The medically unnecessary return referral to Khanan and Total Wellness was unlawful compensation for the initial, medically unnecessary referral to NY Pain.
- (x) On December 7, 2021, an Insured named JK was involved in an automobile accident. Thereafter, JK sought treatment from Khanan and Total Wellness, who provided JK with physical therapy treatment between December 2021 and May 2022. In May 2022, Khanan and Total Wellness caused JK to be referred to NY

Pain in exchange for unlawful compensation that Demesmin and NY Pain provided to Khanan and Total Wellness. Thereafter, on May 19, 2022, Demesmin purported to examine JK on behalf of NY Pain. In the May 19, 2022 examination report, Demesmin falsely contended that JK continued to suffer from high levels of pain as the result of the accident, despite the fact that – by that point – JK had received over six months of physical therapy treatment from Khanan and Total Wellness. Though the physical therapy treatment that Khanan and Total Wellness purportedly had provided supposedly had been ineffective in resolving JK’s putative symptoms, Demesmin nonetheless referred JK back to Khanan and Total Wellness for continued physical therapy treatment at the conclusion of the May 19, 2022, examination – over six months after the accident, and long after any legitimate symptoms JK may have experienced had resolved. The medically unnecessary return referral to Khanan and Total Wellness was unlawful compensation for the initial, medically unnecessary referral to NY Pain.

91. These are only representative examples. In the claims identified in Exhibits “1” – “2” and “4”, the Defendants routinely and unlawfully paid and received unlawful compensation in exchange for patient referrals.

92. In claims identified in Exhibits “1” – “2” and “4”, NY Pain, University Pain, Demesmin, Khanan, and Total Wellness falsely represented that they were in compliance with all relevant laws and regulations governing health care practice, and therefore were eligible to collect PIP Benefits in the first instance.

93. In fact, NY Pain, University Pain, Demesmin, Khanan, and Total Wellness were not in compliance with all relevant laws and regulations governing health care practice, inasmuch as they paid and/or received unlawful compensation in exchange for patient referrals.

D. The Fraudulent Charges for Initial Examinations by NY Pain, University Pain, Demesmin, Total Wellness, and Khanan

94. Upon receiving a referral pursuant to the unlawful compensation that NY Pain, University Pain, and Demesmin paid to Total Wellness, Khanan, and at the other No-Fault Clinics, NY Pain, University Pain, and Demesmin purported to provide virtually every Insured in the claims identified in Exhibits “1” and “2” with an initial examination.

95. Similarly, Total Wellness and Khanan also purported to provide virtually every Insured in the claims identified in Exhibit “4” with an initial examination.

96. As set forth in Exhibit “1”, Demesmin purported to perform many of the putative initial examinations on behalf of NY Pain, which were then billed through NY Pain to GEICO under CPT code 99204, typically resulting in a charge of \$203.76 for each purported initial examination.

97. As set forth in Exhibit “2”, Demesmin purported to perform the majority of the putative initial examinations on behalf of University Pain, which were then billed through University Pain to GEICO under CPT code 99204, typically resulting in a charge of between \$148.69 and 1,050.00 for each purported initial examination.

98. As set forth in Exhibit “4”, Khanan purported to perform virtually all of the putative initial examinations on behalf of Total Wellness, which were then billed through Total Wellness to GEICO under CPT codes 99203 and 99204. The examinations billed to GEICO under CPT code 99203 typically resulted in a charge of between \$80.02 and \$142.62 for each purported initial examination. The examinations billed to GEICO under CPT code 99204 typically resulted in a charge of between \$114.30 and \$203.76 for each purported initial examination.

99. In the claims for initial examinations identified in Exhibits “1” – “2” and “4”, the charges for the initial examinations were fraudulent in that they misrepresented NY Pain, University Pain, Demesmin, Total Wellness, and Khanan’s eligibility to collect PIP Benefits in the first instance.

100. In fact, NY Pain, University Pain, Demesmin, Total Wellness, and Khanan were not eligible to collect PIP Benefits in the claims for initial examinations that are identified in Exhibits “1” – “2” and “4”, because – as a result of the fraudulent scheme described herein –

neither NY Pain, University Pain, Demesmin, Total Wellness, and Khanan nor the examinations were in compliance with all significant laws and regulations or licensing laws governing health care practice.

101. Moreover, and as set forth below, the charges for the initial examinations also were fraudulent in that they misrepresented the extent, nature, and results of the initial examinations.

1. Misrepresentations Regarding the Severity of the Insureds' Presenting Problems

102. Pursuant to the American Medical Association's CPT Assistant, which is incorporated by reference into the NY and NJ Fee Schedules, the use of CPT code 99204 to bill for an initial patient examination typically requires that the Insured present with problems of moderate to high severity.

103. The CPT Assistant provides various clinical examples of the types of presenting problems that qualify as moderately to highly severe, and thereby justify the use of CPT code 99204 to bill for an initial patient examination.

104. For example, the CPT Assistant provides the following clinical examples of presenting problems that support the use of CPT code 99204 to bill for an initial patient examination:

- (i) Office visit for initial evaluation of a 63-year-old male with chest pain on exertion. (Cardiology/Internal Medicine)
- (ii) Initial office visit of a 50-year-old female with progressive solid food dysphagia. (Gastroenterology)
- (iii) Initial office evaluation of a 70-year-old patient with recent onset of episodic confusion. (Internal Medicine)
- (iv) Initial office visit for 34-year-old patient with primary infertility, including counseling. (Obstetrics/Gynecology)
- (v) Initial office visit for 7-year-old female with juvenile diabetes mellitus, new to area, past history of hospitalization times three. (Pediatrics)

- (vi) Initial office evaluation of 70-year-old female with polyarthralgia. (Rheumatology)
- (vii) Initial office evaluation of a 50-year-old male with an aortic aneurysm with respect to recommendation for surgery. (Thoracic Surgery)

105. Accordingly, pursuant to the CPT Assistant, the moderately to highly severe presenting problems that could support the use of CPT code 99204 to bill for an initial patient examination typically are problems that pose a serious threat to the patient's health, or even the patient's life.

106. Similarly, pursuant to the CPT Assistant, the use of CPT code 99203 to bill for an initial patient examination typically requires that the Insured present with problems of moderate severity.

107. The CPT Assistant also provides various clinical examples of the types of presenting problems that qualify as moderately severe, and thereby justify the use of CPT codes 99203 to bill for an initial patient examination.

108. For example, the CPT Assistant provides the following clinical examples of presenting problems that might support the use of CPT code 99203 to bill for an initial patient examination:

- (i) Office visit for initial evaluation of a 48-year-old man with recurrent low back pain radiating to the leg. (General Surgery)
- (ii) Initial office evaluation of 49-year-old male with nasal obstruction. Detailed exam with topical anesthesia. (Plastic Surgery)
- (iii) Initial office evaluation for diagnosis and management of painless gross hematuria in new patient, without cystoscopy. (Internal Medicine)
- (iv) Initial office visit for evaluation of 13-year-old female with progressive scoliosis. (Physical Medicine and Rehabilitation)

- (v) Initial office visit with couple for counseling concerning voluntary vasectomy for sterility. Spent 30 minutes discussing procedure, risks and benefits, and answering questions. (Urology)

109. Thus, pursuant to the CPT Assistant, the moderately severe presenting problems that could support the use of CPT code 99203 to bill for an initial patient examination typically are either chronic and relatively serious problems, acute problems requiring immediate invasive treatment, or issues that legitimately require physician counseling.

110. By contrast, to the extent that the Insureds in the claims identified in Exhibits “1 – 2” and “4” had any presenting problems at all as the result of their minor automobile accidents, the problems virtually always were low or minimal severity soft tissue injuries such as sprains and strains.

111. For instance, and in keeping with the fact that the Insureds in the claims identified in Exhibits “1 – 2” and “4” either had no presenting problems at all as the result of their minor automobile accidents, or else problems of low or minimal severity, in the substantial majority of the claims identified in Exhibits “1 – 2” and “4” the Insureds did not seek treatment at any hospital as the result of their accidents.

112. To the limited extent that the Insureds did report to a hospital after their accidents, they virtually always were briefly observed on an outpatient basis and then sent on their way after a few hours with, at most, a minor sprain or strain diagnosis and/or similar soft-tissue injuries.

113. Furthermore, in many cases, contemporaneous police reports indicated that the underlying accidents involved low-speed, low-impact collisions, that the Insureds’ vehicles were drivable following the accidents, and that no one was seriously injured in the underlying accidents, or injured at all.

114. Even so, in the claims for initial examinations identified in Exhibits “1 – 2” and

“4”, NY Pain, University Pain, Demesmin, Total Wellness, and Khanan routinely billed for their putative initial examinations using CPT codes 99204 and/or 99203, and thereby falsely represented that the Insureds presented with problems of moderate or moderate to high severity.

115. For example:

- (i) On August 14, 2019, an Insured named KV was involved in a minor automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that KV’s vehicle was drivable following the accident. The police report further indicated that KV was not injured and did not complain of any pain. In keeping with the fact that KV was not seriously injured, KV did not visit any hospital emergency room following the accident. To the extent that KV experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and improved over time. Even so, following a purported initial examination of KV on September 4, 2019, Demesmin and University Pain billed GEICO for the initial examination using CPT code 99204, and thereby falsely represented that the initial examination involved presenting problems of moderate to high severity.
- (ii) On January 9, 2020, an Insured named HK was involved in a minor automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that HK’s vehicle was drivable following the accident. The police report further indicated that HK was not injured and did not complain of any pain. Nonetheless, HK presented later that same day to Nassau University Medical Center where he was briefly observed on an outpatient basis and released shortly thereafter with no serious injury diagnosis. To the extent that HK experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and improved over time. Even so, following a purported initial examination of HK on January 10, 2020, Khanan and Total Wellness billed GEICO for the initial examination using CPT code 99203, and thereby falsely represented that the initial examination involved presenting problems of moderate severity.
- (iii) On January 9, 2020, an Insured named HK was involved in a minor automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that HK’s vehicle was drivable following the accident. The police report further indicated that HK was not injured and did not complain of any pain. Nonetheless, HK presented later that same day to Nassau University Medical Center where he was briefly observed on an outpatient basis and released shortly thereafter with no serious injury diagnosis. To the extent that HK experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and improved over time. Even so, following a purported initial examination of HK on April 22, 2020, Demesmin and University Pain billed GEICO for the initial examination using CPT code 99204,

and thereby falsely represented that the initial examination involved presenting problems of moderate to high severity.

- (iv) On February 15, 2020, an Insured named XL was involved in a minor automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that XL's vehicle was drivable following the accident. The police report further indicated that XL was not injured and did not complain of any pain. In keeping with the fact that XL was not seriously injured, XL did not visit any hospital emergency room following the accident. To the extent that XL experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and improved over time. Even so, following a purported initial examination of XL on March 19, 2020, Demesmin and University Pain billed GEICO for the initial examination using CPT code 99204, and thereby falsely represented that the initial examination involved presenting problems of moderate to high severity.
- (v) On July 24, 2020, an Insured named LL was involved in a minor automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that LL's vehicle was drivable following the accident. The police report further indicated that LL was not seriously injured but did complain of some back pain. LL thereafter presented to New York Presbyterian Hospital where he was briefly observed on an outpatient basis and released shortly thereafter with no serious injury diagnosis. To the extent that LL experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and improved over time. Even so, following a purported initial examination of LL on August 7, 2020, Demesmin and University Pain billed GEICO for the initial examination using CPT code 99204, and thereby falsely represented that the initial examination involved presenting problems of moderate to high severity.
- (vi) On September 21, 2020, an Insured named MH was involved in a minor automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that MH's vehicle was drivable following the accident. The police report further indicated that MH was not injured and did not complain of any pain. In keeping with the fact that MH was not seriously injured, MH did not visit any hospital emergency room following the accident. To the extent that MH experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and improved over time. Even so, following a purported initial examination of MH on October 2, 2020, Demesmin and University Pain billed GEICO for the initial examination using CPT code 99204, and thereby falsely represented that the initial examination involved presenting problems of moderate to high severity.
- (vii) On July 4, 2021, an Insured named TS was involved in a minor automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that TS's vehicle was drivable following the

accident. The police report further indicated that TS was not injured and did not complain of any pain. Nonetheless, TS presented later that same day to Elmhurst Hospital where she was briefly observed on an outpatient basis and released shortly thereafter with no serious injury diagnosis. To the extent that TS experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and improved over time. Even so, following a purported initial examination of TS on September 29, 2021, Demesmin and NY Pain billed GEICO for the initial examination using CPT code 99204, and thereby falsely represented that the initial examination involved presenting problems of moderate to high severity.

- (viii) On August 30, 2021, an Insured named RP was involved in a minor automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that RP's vehicle was drivable following the accident. The police report further indicated that RP was not injured and did not complain of any pain. In keeping with the fact that RP was not seriously injured, RP did not visit any hospital emergency room following the accident. To the extent that RP experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and improved over time. Even so, following a purported initial examination of RP on September 22, 2021, Demesmin and NY Pain billed GEICO for the initial examination using CPT code 99204, and thereby falsely represented that the initial examination involved presenting problems of moderate to high severity.
- (ix) On November 19, 2021, an Insured named NL was involved in a minor automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that NL's vehicle was drivable following the accident. The police report further indicated that NL was not injured and did not complain of any pain. In keeping with the fact that NL was not seriously injured, NL did not visit any hospital emergency room following the accident. To the extent that NL experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and improved over time. Even so, following a purported initial examination of NL on November 24, 2021, Khanan and Total Wellness billed GEICO for the initial examination using CPT code 99203, and thereby falsely represented that the initial examination involved presenting problems of moderate severity.
- (x) On December 26, 2021, an Insured named FZ was involved in a minor automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that FZ's vehicle was drivable following the accident. The police report further indicated that FZ was not injured and did not complain of any pain. In keeping with the fact that FZ was not seriously injured, FZ did not visit any hospital emergency room following the accident. To the extent that FZ experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and improved over time. Even so, following a purported initial examination of FZ on February 17, 2022, Demesmin

and NY Pain billed GEICO for the initial examination using CPT code 99204, and thereby falsely represented that the initial examination involved presenting problems of moderate to high severity.

- (xi) On March 6, 2022, an Insured named LS was involved in a minor automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that LS's vehicle was drivable following the accident. The police report further indicated that LS was not injured and did not complain of any pain. Nonetheless, LS self-presented later that same day to NYU Langone Hospital where she was briefly observed on an outpatient basis and released shortly thereafter with no serious injury diagnosis. To the extent that LS experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and improved over time. Even so, following a purported initial examination of LS on March 7, 2022, Khanan and Total Wellness billed GEICO for the initial examination using CPT code 99203, and thereby falsely represented that the initial examination involved presenting problems of moderate severity.
- (xii) On March 11, 2022, an Insured named GB was involved in a minor automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that GB's vehicle was drivable following the accident. The police report further indicated that GB was not injured and did not complain of any pain. Nonetheless, GB self-presented later that same day to Brookhaven Memorial Hospital where she was briefly observed on an outpatient basis and released shortly thereafter with no serious injury diagnosis. To the extent that GB experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and improved over time. Even so, following a purported initial examination of GB on April 13, 2022, Demesmin and NY Pain billed GEICO for the initial examination using CPT code 99204, and thereby falsely represented that the initial examination involved presenting problems of moderate to high severity.
- (xiii) On March 18, 2022, an Insured named CF was involved in a minor automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that CF's vehicle was drivable following the accident. The police report further indicated that CF was not injured and did not complain of any pain. Nonetheless, CF self-presented later that same day to Nassau University Medical Center where he was briefly observed on an outpatient basis and released shortly thereafter with no serious injury diagnosis. To the extent that CF experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and improved over time. Even so, following a purported initial examination of CF on April 13, 2022, Demesmin and NY Pain billed GEICO for the initial examination using CPT code 99204, and thereby falsely represented that the initial examination involved presenting problems of moderate to high severity.

- (xiv) On August 30, 2022, an Insured named AG was involved in a minor automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that AG's vehicle was drivable following the accident. The police report further indicated that AG was not injured and did not complain of any pain. Nonetheless, AG self-presented later that same day to NYU Langone Hospital where he was briefly observed on an outpatient basis and released shortly thereafter with no serious injury diagnosis. To the extent that AG experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and improved over time. Even so, following a purported initial examination of AG on September 9, 2022, Khanan and Total Wellness billed GEICO for the initial examination using CPT code 99203, and thereby falsely represented that the initial examination involved presenting problems of moderate severity.
- (xv) On October 25, 2022, an Insured named LL was involved in a minor automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that LL's vehicle was drivable following the accident. The police report further indicated that LL was not seriously injured, but he did complain of some shoulder pain. In keeping with the fact that LL was not seriously injured, LL did not visit any hospital emergency room following the accident. To the extent that LL experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and improved over time. Even so, following a purported initial examination of HK on October 28, 2022, Khanan and Total Wellness billed GEICO for the initial examination using CPT code 99203, and thereby falsely represented that the initial examination involved presenting problems of moderate severity.

116. These are only representative examples. In virtually all of the claims for initial examinations identified in Exhibits "1" – "2" and "4", NY Pain, University Pain, Demesmin, Total Wellness, and Khanan falsely represented that the Insureds presented with problems of moderate or moderate to high severity, when in fact the Insureds' problems were low or minimal-severity soft tissue injuries such as sprains and strains, to the extent that they had any presenting problems at all at the time of the putative examinations.

117. In the claims for initial examinations identified in Exhibits "1" – "2" and "4", NY Pain, University Pain, Demesmin, Total Wellness, and Khanan routinely falsely represented that the Insureds presented with problems of moderate or moderate to high severity in order to create a false basis for their charges for the putative examinations under CPT codes 99203 or 99204,

because examinations billable under CPT codes 99203 or 99204 are reimbursable at a higher rate than examinations involving presenting problems of low severity, minimal severity, or no severity.

118. In the claims for initial examinations identified in Exhibits “1” – “2” and “4”, NY Pain, University Pain, Demesmin, Total Wellness, and Khanan also routinely falsely represented that the Insureds presented with problems of moderate severity in order to create a false basis for the laundry list of other Fraudulent Services that the Defendants purported to provide to the Insureds.

2. Misrepresentations Regarding the Amount of Time Spent on the Purported Examinations

119. Pursuant to the NY and NJ Fee Schedules, the use of CPT codes 99203 and 99204 to bill for an initial examination represents that the physician or other health care provider who performed the examination spent at least 30 minutes of face-to-face time with the patient or the patient’s family when the examination was billed under CPT code 99203, and 45 minutes of face-to-face time with the patient or the patient’s family when billed under CPT code 99204.

120. As set forth in Exhibits “1”, “2”, and “4”, NY Pain, University Pain, Demesmin, Total Wellness, and Khanan submitted the vast majority of their bills for initial examinations under codes 99204 and 99203, and thereby represented that the physician – or other health care provider – who purported to perform the initial examinations spent 45 minutes of face-to-face time with the Insureds or the Insureds’ families during the putative examinations when the initial examination was billed under CPT code 99204; or spent 30 minutes of face-to-face time with the Insureds or the Insureds’ families when the initial examination were billed under CPT code 99203.

121. In fact, in the claims for initial examinations identified in Exhibits “1”, “2”, and “4”, neither Demesmin, Khanan, nor any other health care provider associated with NY Pain,

University Pain, or Total Wellness hardly ever spent 30 minutes of face-to-face time with the Insureds or their families when conducting the examinations.

122. Rather, in the claims for initial examinations identified in Exhibits “1”, “2”, and “4”, the initial examinations did not entail more than 15 minutes of face-to-face time between the examining health care provider and the Insureds or their families, to the extent that the examinations actually were performed in the first instance.

123. For instance, and in keeping with the fact that the initial examinations allegedly provided by Demesmin, Khanan, or some other health care provider acting on their behalf, did not entail more than 15 minutes of face-to-face time with the Insureds or their families, Demesmin, Khanan, or some other health care provider acting at their direction used template forms in purporting to conduct the initial examinations.

124. The template forms that Demesmin and Khanan used to document the putative examinations set forth a very limited range of potential patient complaints, examination/diagnostic testing options, potential diagnoses, and treatment recommendations.

125. All that was required to complete the template forms was a brief patient interview and a brief physical examination of the Insureds, consisting of a check of some of the Insureds’ vital signs, basic range of motion and muscle strength testing, and other limited examinations of the Insureds’ musculoskeletal systems.

126. These interviews and examinations did not require any physician or health care provider associated with NY Pain, University Pain, or Total Wellness to spend more than 15 minutes of face-to-face time with the Insureds during the putative initial examinations.

127. In the claims for initial examinations identified in Exhibits “1”, “2”, and “4”, NY Pain, University Pain, Demesmin, Total Wellness, and Khanan falsely represented that the

examinations billed under CPT code 99204 involved 45 minutes of face-to-face time with the Insureds or their families in order to create a false basis for their charges under CPT code 99204 because examinations and consultations billable under CPT code 99204 are reimbursable at a higher rate than examinations that require less time to perform.

128. Similarly, in the claims for initial examinations identified in Exhibit “4”, Total Wellness and Khanan falsely represented that the examinations billed under CPT code 99203 involved 30 minutes of face-to-face time with the Insureds or their families in order to create a false basis for their charges under CPT code 99203 because examinations and consultations billable under CPT code 99203 are reimbursable at a higher rate than examinations that require less time to perform.

3. Misrepresentations Regarding “Detailed” or “Comprehensive” Physical Examinations

129. Moreover, in the claims identified in Exhibit “4” for initial examinations under CPT code 99203, Total Wellness and Khanan routinely falsely represented the nature and extent of the underlying physical examinations.

130. Pursuant to the CPT Assistant, the use of CPT code 99203 to bill for a patient examination represented that the physician, chiropractor, or other health care practitioner who performed the examination conducted a “detailed” physical examination.

131. Pursuant to the CPT Assistant, a “detailed” physical examination requires – among other things – that the physician, chiropractor, or other health care practitioner performing the examination conduct an extended examination of the affected body areas and other symptomatic or related organ systems.

132. To the extent that the Insureds in the claims identified in Exhibit 4” had any actual complaints at all as the result of their relatively minor automobile accidents, the complaints were limited to minor musculoskeletal complaints, such as sprains and strains.

133. Pursuant to the CPT Assistant, in the context of patient examinations, a physician, chiropractor, or other health care practitioner has not conducted an extended examination of a patient’s musculoskeletal organ system unless the practitioner has documented findings with respect to the following:

- (i) measurement of any three of the following seven vital signs: (a) sitting or standing blood pressure; (b) supine blood pressure; (c) pulse rate and regularity; (d) respiration; (e) temperature; (f) height; (g) weight;
- (ii) general appearance of patient (e.g., development, nutrition, body habitus, deformities, attention to grooming);
- (iii) examination of peripheral vascular system by observation (e.g., swelling, varicosities) and palpation (e.g., pulses, temperature, edema, tenderness);
- (iv) palpation of lymph nodes in neck, axillae, groin and/or other location;
- (v) brief assessment of mental status;
- (vi) examination of gait and station;
- (vii) inspection and/or palpation of skin and subcutaneous tissue (e.g., scars, rashes, lesions, café au-lait spots, ulcers) in four of the following six areas: (a) head and neck; (b) trunk; (c) right upper extremity; (d) left upper extremity; (e) right lower extremity; and (f) left lower extremity;
- (viii) coordination;
- (ix) examination of deep tendon reflexes and/or nerve stretch test with notation of pathological reflexes; and
- (x) examination of sensation.

134. In the claims for initial examinations identified in Exhibit “4”, when Total Wellness and Khanan billed for the initial examinations under CPT code 99203, they falsely represented

that the physician or other health care practitioner who purported to perform the examinations performed “detailed” patient examinations on the Insureds they purported to treat during the initial examinations.

135. In fact, with respect to the claims for initial examinations under CPT code 99203 that are identified in Exhibit “4”, neither Khanan, nor any other health care practitioner associated with Total Wellness, conducted extended examinations of the Insureds’ musculoskeletal systems.

136. For instance, neither Khanan, nor any other health care practitioner associated with Total Wellness, conducted extended examinations of the Insureds’ musculoskeletal systems, inasmuch as they did not document findings with respect to the following:

- (i) measurement of any three of the following seven vital signs: (a) sitting or standing blood pressure; (b) supine blood pressure; (c) pulse rate and regularity; (d) respiration; (e) temperature; (f) height; (g) weight;
- (ii) general appearance of patient (e.g., development, nutrition, body habitus, deformities, attention to grooming);
- (iii) examination of peripheral vascular system by observation (e.g., swelling, varicosities) and palpation (e.g., pulses, temperature, edema, tenderness);
- (iv) palpation of lymph nodes in neck, axillae, groin and/or other location;
- (v) brief assessment of mental status;
- (vi) examination of gait and station;
- (vii) inspection and/or palpation of skin and subcutaneous tissue (e.g., scars, rashes, lesions, café au-lait spots, ulcers) in four of the following six areas: (a) head and neck; (b) trunk; (c) right upper extremity; (d) left upper extremity; (e) right lower extremity; and (f) left lower extremity;
- (viii) coordination;
- (ix) examination of deep tendon reflexes and/or nerve stretch test with notation of pathological reflexes; and/or
- (x) examination of sensation.

137. For example:

- (i) On or about March 8, 2017, Total Wellness and Khanan billed GEICO under CPT code 99203 for an initial examination that they purported to provide to an Insured named AA and thereby represented that they had provided a “detailed” physical examination to AA. However, no health care practitioner associated with Total Wellness documented an extended examination of AA’s musculoskeletal system, despite the fact that – to the extent AA had any complaints at all as the result of the automobile accident – they were limited to musculoskeletal complaints.
- (ii) On or about December 18, 2017, Total Wellness and Khanan billed GEICO under CPT code 99203 for an initial examination that they purported to provide to an Insured named ZJ and thereby represented that they had provided a “detailed” physical examination to ZJ. However, no health care practitioner associated with Total Wellness documented an extended examination of ZJ’s musculoskeletal system, despite the fact that – to the extent ZJ had any complaints at all as the result of the automobile accident – they were limited to musculoskeletal complaints.
- (iii) On or about January 10, 2020, Total Wellness and Khanan billed GEICO under CPT code 99203 for an initial examination that they purported to provide to an Insured named HK and thereby represented that they had provided a “detailed” physical examination to HK. However, no health care practitioner associated with Total Wellness documented an extended examination of HK’s musculoskeletal system, despite the fact that – to the extent HK had any complaints at all as the result of the automobile accident – they were limited to musculoskeletal complaints.
- (iv) On or about December 2, 2020, Total Wellness and Khanan billed GEICO under CPT code 99203 for an initial examination that they purported to provide to an Insured named UA and thereby represented that they had provided a “detailed” physical examination to UA. However, no health care practitioner associated with Total Wellness documented an extended examination of UA’s musculoskeletal system, despite the fact that – to the extent UA had any complaints at all as the result of the automobile accident – they were limited to musculoskeletal complaints.
- (v) On or about January 8, 2021, Total Wellness and Khanan billed GEICO under CPT code 99203 for an initial examination that they purported to provide to an Insured named RH and thereby represented that they had provided a “detailed” physical examination to RH. However, no health care practitioner associated with Total Wellness documented an extended examination of RH’s musculoskeletal system, despite the fact that – to the extent RH had any complaints at all as the result of the automobile accident – they were limited to musculoskeletal complaints.
- (vi) On or about May 7, 2021, Total Wellness and Khanan billed GEICO under CPT code 99203 for an initial examination that they purported to provide to an Insured

named RG and thereby represented that they had provided a “detailed” physical examination to RG. However, no health care practitioner associated with Total Wellness documented an extended examination of RG’s musculoskeletal system, despite the fact that – to the extent RG had any complaints at all as the result of the automobile accident – they were limited to musculoskeletal complaints.

- (vii) On or about October 6, 2021, Total Wellness and Khanan billed GEICO under CPT code 99203 for an initial examination that they purported to provide to an Insured named JG and thereby represented that they had provided a “detailed” physical examination to JG. However, no health care practitioner associated with Total Wellness documented an extended examination of JG’s musculoskeletal system, despite the fact that – to the extent JG had any complaints at all as the result of the automobile accident – they were limited to musculoskeletal complaints.
- (viii) On or about June 15, 2022, Total Wellness and Khanan billed GEICO under CPT code 99203 for an initial examination that they purported to provide to an Insured named AT and thereby represented that they had provided a “detailed” physical examination to AT. However, no health care practitioner associated with Total Wellness documented an extended examination of AT’s musculoskeletal system, despite the fact that – to the extent AT had any complaints at all as the result of the automobile accident – they were limited to musculoskeletal complaints.
- (ix) On or about August 29, 2022, Total Wellness and Khanan billed GEICO under CPT code 99203 for an initial examination that they purported to provide to an Insured named EM and thereby represented that they had provided a “detailed” physical examination to EM. However, no health care practitioner associated with Total Wellness documented an extended examination of EM’s musculoskeletal system, despite the fact that – to the extent EM had any complaints at all as the result of the automobile accident – they were limited to musculoskeletal complaints.
- (x) On or about February 6, 2023, Total Wellness and Khanan billed GEICO under CPT code 99203 for an initial examination that they purported to provide to an Insured named CP and thereby represented that they had provided a “detailed” physical examination to CP. However, no health care practitioner associated with Total Wellness documented an extended examination of CP’s musculoskeletal system, despite the fact that – to the extent CP had any complaints at all as the result of the automobile accident – they were limited to musculoskeletal complaints.

138. These are only representative examples. In the claims for initial examinations under CPT code 99203 that are identified in Exhibit “4”, Total Wellness and Khanan routinely falsely represented that they had provided “detailed” physical examinations. In fact, they had not provided detailed physical examinations because the examining chiropractors or other health care providers

had not documented an extended examination of the Insureds' affected body areas and other symptomatic or related organ systems.

139. In the claims for initial examinations under CPT code 99203 that are identified in Exhibit "4", Total Wellness and Khanan routinely falsely represented that they had provided "detailed" physical examinations to the Insureds in order to create a false basis for their charges for the examinations under CPT code 99203, because examinations billable under CPT code 99203 are reimbursable at higher rates than examinations that do not require the examining chiropractor or other health care practitioner to provide "detailed" physical examinations.

140. At all relevant times, pursuant to the CPT Assistant, the use of CPT code 99204 to bill for a patient examination represented that the physician who performed the examination conducted a "comprehensive" physical examination.

141. A physical examination does not qualify as "comprehensive" unless the examining physician either: (i) conducts a general examination of multiple patient organ systems; or (ii) conducts a complete examination of a single patient organ system.

142. Pursuant to the CPT Assistant, in the context of patient examinations, a physician has not conducted a general examination of multiple patient organ systems unless the physician has documented findings with respect to at least eight organ systems.

143. Pursuant to the CPT Assistant, in the context of patient examinations, a physician has not conducted a complete examination of a patient's musculoskeletal organ system unless the physician has documented findings with respect to:

- (i) at least three of the following: (a) standing or sitting blood pressure; (b) supine blood pressure; (c) pulse rate and regularity; (d) respiration; (e) temperature; (f) height; or (g) weight;
- (ii) the general appearance of the patient – e.g., development, nutrition, body habits, deformities, and attention to grooming;

- (iii) examination of the peripheral vascular system by observation (e.g., swelling, varicosities) and palpation (e.g., pulses, temperature, edema, tenderness);
- (iv) palpation of lymph nodes in neck, axillae, groin, and/or other location;
- (v) examination of gait and station;
- (vi) examination of joints, bones, muscles, and tendons in at least four of the following areas: (a) head and neck; (b) spine, ribs, and pelvis; (c) right upper extremity; (d) left upper extremity; (e) right lower extremity; and/or (f) left lower extremity;
- (vii) inspection and palpation of skin and subcutaneous tissue (e.g., scars, rashes, lesions, café-au-lait spots, ulcers) in at least four of the following areas: (a) head and neck; (b) trunk; (c) right upper extremity; (d) left upper extremity; (e) right lower extremity; (f) left lower extremity;
- (viii) coordination, deep tendon reflexes, and sensation; and
- (ix) mental status, including orientation to time, place and person, as well as mood and affect.

144. In the claims for initial examinations identified in Exhibits “1”, “2”, and “4”, when NY Pain, University Pain, Demesmin, Total Wellness, and Khanan billed for the initial examinations under CPT code 99204, they falsely represented that Demesmin, Khanan, or some other health care practitioner associated with NY Pain, University Pain, or Total Wellness performed “comprehensive” patient examinations on the Insureds they purported to treat during the initial examinations.

145. In fact, with respect to the claims for initial examinations under CPT code 99204 that are identified in Exhibits “1”, “2”, and “4”, neither Demesmin, Khanan, nor any other health care practitioner associated with NY Pain, University Pain, or Total Wellness actually conducted a general examination of multiple patient organ systems, or conducted a complete examination of a single patient organ system.

146. For instance, in the claims under CPT code 99204 identified in Exhibits “1”, “2”, and “4”, neither Demesmin, Khanan, nor any other health care practitioner associated with NY Pain, University Pain, or Total Wellness conducted any general examination of multiple patient organ systems, inasmuch as they did not document findings with respect to at least eight organ systems.

147. Furthermore, although Demesmin, Khanan, or some other health care practitioner acting on their behalf, typically purported to provide an examination of the Insureds’ musculoskeletal systems in many of the claims for initial examinations identified in Exhibits “1”, “2”, and “4”, the musculoskeletal examinations did not qualify as “complete”, because they failed to document:

- (i) at least three of the following: (a) standing or sitting blood pressure; (b) supine blood pressure; (c) pulse rate and regularity; (d) respiration; (e) temperature; (f) height; or (g) weight;
- (ii) the general appearance of the patient – e.g., development, nutrition, body habits, deformities, and attention to grooming;
- (iii) examination of the peripheral vascular system by observation (e.g., swelling, varicosities) and palpation (e.g., pulses, temperature, edema, tenderness);
- (iv) palpation of lymph nodes in neck, axillae, groin, and/or other location;
- (v) examination of gait and station;
- (vi) examination of joints, bones, muscles, and tendons in at least four of the following areas: (a) head and neck; (b) spine, ribs, and pelvis; (c) right upper extremity; (d) left upper extremity; (e) right lower extremity; and/or (f) left lower extremity;
- (vii) inspection and palpation of skin and subcutaneous tissue (e.g., scars, rashes, lesions, café-au-lait spots, ulcers) in at least four of the following areas: (a) head and neck; (b) trunk; (c) right upper extremity; (d) left upper extremity; (e) right lower extremity; (f) left lower extremity;
- (viii) coordination, deep tendon reflexes, and sensation; and/or

- (ix) mental status, including orientation to time, place and person, as well as mood and affect.

148. For example:

- (i) On July 18, 2016, Total Wellness, Khanan, or some other health care practitioner acting at Khanan's direction billed GEICO under CPT code 99204 for an initial examination of an Insured JC, and thereby represented that they had provided a "comprehensive" physical examination to JC. However, neither Khanan nor any other health care practitioner associated with Total Wellness documented findings with respect to at least eight of the Insured's organ systems, nor did they document a "complete" examination of the Insured's musculoskeletal systems or any of the Insured's other organ systems.
- (ii) On May 16, 2019, University Pain, Demesmin, or some other health care practitioner acting at Demesmin's direction billed GEICO under CPT code 99204 for an initial examination of an Insured LC, and thereby represented that they had provided a "comprehensive" physical examination to LC. However, neither Demesmin nor any other health care practitioner associated with University Pain documented findings with respect to at least eight of the Insured's organ systems, nor did they document a "complete" examination of the Insured's musculoskeletal systems or any of the Insured's other organ systems.
- (iii) On February 6, 2020, University Pain, Demesmin, or some other health care practitioner acting at Demesmin's direction billed GEICO under CPT code 99204 for an initial examination of an Insured AG, and thereby represented that they had provided a "comprehensive" physical examination to AG. However, neither Demesmin nor any other health care practitioner associated with University Pain documented findings with respect to at least eight of the Insured's organ systems, nor did they document a "complete" examination of the Insured's musculoskeletal systems or any of the Insured's other organ systems.
- (iv) On August 6, 2020, University Pain, Demesmin, or some other health care practitioner acting at Demesmin's direction billed GEICO under CPT code 99204 for an initial examination of an Insured DC, and thereby represented that they had provided a "comprehensive" physical examination to DC. However, neither Demesmin nor any other health care practitioner associated with University Pain documented findings with respect to at least eight of the Insured's organ systems, nor did they document a "complete" examination of the Insured's musculoskeletal systems or any of the Insured's other organ systems.
- (v) On December 3, 2020, University Pain, Demesmin, or some other health care practitioner acting at Demesmin's direction billed GEICO under CPT code 99204 for an initial examination of an Insured CP, and thereby represented that they had provided a "comprehensive" physical examination to CP. However, neither Demesmin nor any other health care practitioner associated with University Pain

documented findings with respect to at least eight of the Insured's organ systems, nor did they document a "complete" examination of the Insured's musculoskeletal systems or any of the Insured's other organ systems.

- (vi) On March 29, 2021, Total Wellness, Khanan, or some other health care practitioner acting at Khanan's direction billed GEICO under CPT code 99204 for an initial examination of an Insured LA, and thereby represented that they had provided a "comprehensive" physical examination to LA. However, neither Khanan nor any other health care practitioner associated with Total Wellness documented findings with respect to at least eight of the Insured's organ systems, nor did they document a "complete" examination of the Insured's musculoskeletal systems or any of the Insured's other organ systems.
- (vii) On April 1, 2021, University Pain, Demesmin, or some other health care practitioner acting at Demesmin's direction billed GEICO under CPT code 99204 for an initial examination of an Insured LV, and thereby represented that they had provided a "comprehensive" physical examination to LV. However, neither Demesmin nor any other health care practitioner associated with University Pain documented findings with respect to at least eight of the Insured's organ systems, nor did they document a "complete" examination of the Insured's musculoskeletal systems or any of the Insured's other organ systems.
- (viii) On July 19, 2021, Total Wellness, Khanan, or some other health care practitioner acting at Khanan's direction billed GEICO under CPT code 99204 for an initial examination of an Insured JF, and thereby represented that they had provided a "comprehensive" physical examination to JF. However, neither Khanan nor any other health care practitioner associated with Total Wellness documented findings with respect to at least eight of the Insured's organ systems, nor did they document a "complete" examination of the Insured's musculoskeletal systems or any of the Insured's other organ systems.
- (ix) On March 3, 2022, NY Pain, Demesmin, or some other health care practitioner acting at Demesmin's direction billed GEICO under CPT code 99204 for an initial examination of an Insured NL, and thereby represented that they had provided a "comprehensive" physical examination to NL. However, neither Demesmin nor any other health care practitioner associated with NY Pain documented findings with respect to at least eight of the Insured's organ systems, nor did they document a "complete" examination of the Insured's musculoskeletal systems or any of the Insured's other organ systems.
- (x) On March 17, 2022, NY Pain, Demesmin, or some other health care practitioner acting at Demesmin's direction billed GEICO under CPT code 99204 for an initial examination of an Insured RU, and thereby represented that they had provided a "comprehensive" physical examination to RU. However, neither Demesmin nor any other health care practitioner associated with NY Pain documented findings with respect to at least eight of the Insured's organ systems, nor did they document

a “complete” examination of the Insured’s musculoskeletal systems or any of the Insured’s other organ systems.

- (xi) On April 21, 2022, NY Pain, Demesmin, or some other health care practitioner acting at Demesmin’s direction billed GEICO under CPT code 99204 for an initial examination of an Insured FF, and thereby represented that they had provided a “comprehensive” physical examination to FF. However, neither Demesmin nor any other health care practitioner associated with NY Pain documented findings with respect to at least eight of the Insured’s organ systems, nor did they document a “complete” examination of the Insured’s musculoskeletal systems or any of the Insured’s other organ systems.
- (xii) On April 21, 2022, NY Pain, Demesmin, or some other health care practitioner acting at Demesmin’s direction billed GEICO under CPT code 99204 for an initial examination of an Insured TP, and thereby represented that they had provided a “comprehensive” physical examination to TP. However, neither Demesmin nor any other health care practitioner associated with NY Pain documented findings with respect to at least eight of the Insured’s organ systems, nor did they document a “complete” examination of the Insured’s musculoskeletal systems or any of the Insured’s other organ systems.
- (xiii) On July 21, 2022, NY Pain, Demesmin, or some other health care practitioner acting at Demesmin’s direction billed GEICO under CPT code 99204 for an initial examination of an Insured LS, and thereby represented that they had provided a “comprehensive” physical examination to LS. However, neither Demesmin nor any other health care practitioner associated with NY Pain documented findings with respect to at least eight of the Insured’s organ systems, nor did they document a “complete” examination of the Insured’s musculoskeletal systems or any of the Insured’s other organ systems.
- (xiv) On January 18, 2023, Total Wellness, Khanan, or some other health care practitioner acting at Khanan’s direction billed GEICO under CPT code 99204 for an initial examination of an Insured AM, and thereby represented that they had provided a “comprehensive” physical examination to AM. However, neither Khanan nor any other health care practitioner associated with Total Wellness documented findings with respect to at least eight of the Insured’s organ systems, nor did they document a “complete” examination of the Insured’s musculoskeletal systems or any of the Insured’s other organ systems.
- (xv) On February 1, 2023, Total Wellness, Khanan, or some other health care practitioner acting at Khanan’s direction billed GEICO under CPT code 99204 for an initial examination of an Insured PG, and thereby represented that they had provided a “comprehensive” physical examination to PG. However, neither Khanan nor any other health care practitioner associated with Total Wellness documented findings with respect to at least eight of the Insured’s organ systems, nor did they document a “complete” examination of the Insured’s musculoskeletal

systems or any of the Insured's other organ systems.

149. These are only representative examples. In the claims for initial examinations under CPT code 99204 that are identified in Exhibits "1", "2", and "4", NY Pain, University Pain, Demesmin, Total Wellness, and Khanan routinely falsely represented that they had provided "comprehensive" physical examinations. In fact, they had not provided comprehensive physical examinations because the examining physician had not documented: (i) a general examination of multiple patient organ systems; or (ii) a complete examination of a single patient organ system.

4. Misrepresentations Regarding the Extent of Medical Decision-Making

150. Moreover, pursuant to the NY and NJ Fee Schedules, the use of CPT code 99204 to bill for a patient examination represents that the physician who performed the examination engaged in legitimate, "moderate complexity" medical decision-making.

151. Similarly, pursuant to the NY and NJ Fee Schedules, the use of CPT code 99203 to bill for a patient examination represents that the physician or other health care practitioner who performed the examination engaged in legitimate, "low complexity" medical decision-making.

152. Pursuant to the CPT Assistant, the complexity of medical decision-making is measured by: (i) the number of diagnoses and/or the number of management options to be considered; (ii) the amount and/or complexity of medical records, diagnostic tests, and other information that must be retrieved, reviewed, and analyzed; and (iii) the risk of significant complications, morbidity, mortality, as well as co-morbidities associated with the patient's presenting problems, the diagnostic procedures, and/or the possible management options.

153. To the extent that the Insureds in the claims identified in Exhibits "1", "2", and "4", had any presenting problems at all as the result of their minor automobile accidents, the problems virtually always were minor soft tissue injuries such as sprains and strains.

154. The diagnosis and treatment of these minor soft tissue injuries did not require any legitimate low or moderate complexity medical decision-making.

155. First, in NY Pain, University Pain, and Total Wellness's claims for initial examinations identified in Exhibits "1", "2", and "4", the initial examinations did not involve the retrieval, review, or analysis of any significant amount of medical records, diagnostic tests, or other information.

156. In fact, when the Insureds in the claims identified in Exhibits "1", "2", and "4" presented to NY Pain, University Pain, and Total Wellness for "treatment", NY Pain, University Pain, Demesmin, Total Wellness, and Khanan did not review any significant amount of the Insureds' preexisting medical records except, occasionally, basic radiology or electrodiagnostic testing reports.

157. Furthermore, prior to the initial examinations, NY Pain, University Pain, Demesmin, Total Wellness, and Khanan did not request any medical records from any other providers, except, occasionally, basic radiology or electrodiagnostic testing reports.

158. Second, in NY Pain, University Pain, Demesmin, Total Wellness, and Khanan's claims for initial examinations identified in Exhibits "1", "2", and "4", there was no risk of significant complications or morbidity – much less mortality – from the Insureds' relatively minor soft tissue injury complaints.

159. Nor, by extension, was there any risk of significant complications, morbidity, or mortality from the diagnostic procedures or treatment options provided by NY Pain, University Pain, Demesmin, Total Wellness, and Khanan, to the extent that they provided any such diagnostic procedures or treatment options in the first instance.

160. In almost every instance, any “treatments” that NY Pain, University Pain, Demesmin, Total Wellness, and Khanan actually provided were limited to the Fraudulent Services, none of which was health or life threatening if properly performed.

161. Third, in NY Pain, University Pain, Demesmin, Total Wellness, and Khanan’s claims for initial examinations identified in Exhibits “1”, “2”, and “4”, NY Pain, University Pain, Demesmin, Total Wellness, and Khanan did not consider any significant number of diagnoses or treatment options for the Insureds during the initial examinations.

162. Specifically, in the vast majority of claims identified in Exhibits “1”, “2”, and “4”, during the initial examinations the Insureds did not present with any significant continuing medical problems that legitimately could be traced to an underlying automobile accident.

163. Even so, NY Pain, University Pain, Demesmin, Total Wellness, and Khanan prepared initial examination reports in which they provided a predetermined and false series of objectively unverifiable soft tissue injury “diagnoses” to virtually every Insured.

164. Then, based upon these false “diagnoses”, NY Pain, University Pain, Demesmin, Total Wellness, and Khanan directed Insureds: (i) to continue to receive medically unnecessary physical therapy treatment, oftentimes despite the fact that the Insureds typically had already received months of physical therapy treatment that supposedly had not remediated their purported symptoms; and (ii) to receive medically unwarranted EDX testing, interventional pain management injections, and/or surgical procedures from NY Pain, University Pain, and Demesmin, regardless of their individual circumstances.

165. For example:

- (i) On December 18, 2017, an Insured named MD was involved in a minor automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that MD’s vehicle was drivable following the accident. The police report further indicated that MD was not injured and did not

complain of any pain. In keeping with the fact that MD was not seriously injured, MD did not visit any hospital emergency room following the accident. To the extent that MD experienced any health problems at all as the result of the accident, they were of low or minimal severity. On August 8, 2019, Rothstein, at Demesmin's direction, purported to conduct an initial examination of MD. Rothstein did not retrieve, review, or analyze any significant amount of medical records, diagnostic tests, or other information in connection with the examination – beyond basic radiology testing reports. Moreover, Rothstein did not consider any significant number of diagnoses or management options in connection with the examination. Instead, Rothstein provided MD with substantially the same, phony list of objectively unverifiable soft tissue injury “diagnoses” that he – or some other health care practitioner acting on Demesmin's behalf – provided to virtually every other Insured. Furthermore, neither MD's presenting problems, nor the treatment plan provided to MD by University Pain and Rothstein, presented any risk of significant complications, morbidity, or mortality. To the contrary, MD did not need any extensive treatment at all as a result of the accident, and the treatment plan provided by University Pain and Rothstein consisted of medically unnecessary interventional pain management services such as pain management injections, which did not pose the least bit of risk to MD. Even so, University Pain, Demesmin, and Rothstein billed GEICO for the initial examination using CPT code 99204, and thereby falsely represented that Rothstein engaged in some legitimate, moderate complexity medical decision-making during the purported examination.

- (ii) On May 17, 2018, an Insured named OS was involved in a minor automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that OS's vehicle was drivable following the accident. The police report further indicated that OS was not injured and did not complain of any pain. In keeping with the fact that OS was not seriously injured, OS did not visit any hospital emergency room following the accident. To the extent that OS experienced any health problems at all as the result of the accident, they were of low or minimal severity. On August 8, 2019, Rothstein, at Demesmin's direction, purported to conduct an initial examination of OS. Rothstein did not retrieve, review, or analyze any significant amount of medical records, diagnostic tests, or other information in connection with the examination – beyond basic radiology testing reports. Moreover, Rothstein did not consider any significant number of diagnoses or management options in connection with the examination. Instead, Rothstein provided OS with substantially the same, phony list of objectively unverifiable soft tissue injury “diagnoses” that he – or some other health care practitioner acting on Demesmin's behalf – provided to virtually every other Insured. Furthermore, neither OS's presenting problems, nor the treatment plan provided to OS by University Pain and Rothstein, presented any risk of significant complications, morbidity, or mortality. To the contrary, OS did not need any extensive treatment at all as a result of the accident, and the treatment plan provided by University Pain and Rothstein consisted of medically unnecessary interventional pain management services such as pain management injections, which did not pose the least bit of risk to OS. Even so, University Pain, Demesmin, and Rothstein billed

GEICO for the initial examination using CPT code 99204, and thereby falsely represented that Rothstein engaged in some legitimate, moderate complexity medical decision-making during the purported examination.

- (iii) On August 14, 2019, an Insured named KV was involved in a minor automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that KV's vehicle was drivable following the accident. The police report further indicated that KV was not injured and did not complain of any pain. In keeping with the fact that KV was not seriously injured, KV did not visit any hospital emergency room following the accident. To the extent that KV experienced any health problems at all as the result of the accident, they were of low or minimal severity. On September 4, 2019, Demesmin purported to conduct an initial examination of KV. Demesmin did not retrieve, review, or analyze any significant amount of medical records, diagnostic tests, or other information in connection with the examination – beyond basic radiology testing reports. Moreover, Demesmin did not consider any significant number of diagnoses or management options in connection with the examination. Instead, Demesmin provided KV with substantially the same, phony list of objectively unverifiable soft tissue injury “diagnoses” that he – or some other health care practitioner acting on Demesmin's behalf – provided to virtually every other Insured. Furthermore, neither KV's presenting problems, nor the treatment plan provided to KV by University Pain and Demesmin, presented any risk of significant complications, morbidity, or mortality. To the contrary, KV did not need any extensive treatment at all as a result of the accident, and the treatment plan provided by University Pain and Demesmin consisted of medically unnecessary interventional pain management services such as pain management injections, which did not pose the least bit of risk to KV. Even so, University Pain and Demesmin billed GEICO for the initial examination using CPT code 99204, and thereby falsely represented that Demesmin engaged in some legitimate, moderate complexity medical decision-making during the purported examination.
- (iv) On January 9, 2020, an Insured named HK was involved in a minor automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that HK's vehicle was drivable following the accident. The police report further indicated that HK was not injured and did not complain of any pain. Nonetheless, HK presented later that same day to Nassau University Medical Center where he was briefly observed on an outpatient basis and released shortly thereafter with no serious injury diagnosis. To the extent that HK experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and improved over time. On January 10, 2020, Khanan purported to conduct an initial examination of HK. Khanan did not retrieve, review, or analyze any significant amount of medical records, diagnostic tests, or other information in connection with the examination. Moreover, Khanan did not consider any significant number of diagnoses or management options in connection with the examination. Instead, Khanan provided HK with substantially the same, phony list of objectively unverifiable soft tissue injury “diagnoses” that

he provided to virtually every other Insured. Furthermore, neither HK's presenting problems, nor the treatment plan provided to HK by Total Wellness and Khanan, presented any risk of significant complications, morbidity, or mortality. To the contrary, HK did not need any extensive treatment at all as a result of the accident, and the treatment plan provided by Total Wellness and Khanan consisted of medically unnecessary chiropractic treatment services, which did not pose the least bit of risk to HK. Even so, Total Wellness and Khanan billed GEICO for the initial examination using CPT code 99203, and thereby falsely represented that Khanan engaged in some legitimate, low complexity medical decision-making during the purported examination.

- (v) On September 21, 2020, an Insured named MH was involved in a minor automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that MH's vehicle was drivable following the accident. The police report further indicated that MH was not injured and did not complain of any pain. In keeping with the fact that MH was not seriously injured, MH did not visit any hospital emergency room following the accident. To the extent that MH experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and improved over time. On October 2, 2020, Demesmin purported to conduct an initial examination of MH. Demesmin did not retrieve, review, or analyze any significant amount of medical records, diagnostic tests, or other information in connection with the examination – beyond basic radiology testing reports. Moreover, Demesmin did not consider any significant number of diagnoses or management options in connection with the examination. Instead, Demesmin provided MH with substantially the same, phony list of objectively unverifiable soft tissue injury “diagnoses” that he – or some other health care practitioner acting on Demesmin's behalf – provided to virtually every other Insured. Furthermore, neither MH's presenting problems, nor the treatment plan provided to MH by University Pain and Demesmin, presented any risk of significant complications, morbidity, or mortality. To the contrary, MH did not need any extensive treatment at all as a result of the accident, and the treatment plan provided by University Pain and Demesmin consisted of medically unnecessary interventional pain management services such as pain management injections, which did not pose the least bit of risk to MH. Even so, University Pain and Demesmin billed GEICO for the initial examination using CPT code 99204, and thereby falsely represented that Demesmin engaged in some legitimate, moderate complexity medical decision-making during the purported examination.
- (vi) On August 30, 2021, an Insured named RP was involved in a minor automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that RP's vehicle was drivable following the accident. The police report further indicated that RP was not injured and did not complain of any pain. In keeping with the fact that RP was not seriously injured, RP did not visit any hospital emergency room following the accident. To the extent that RP experienced any health problems at all as the result of the accident, they were of low or minimal severity. On September 22, 2021, Wassef, acting at the

direction of Demesmin, purported to conduct an initial examination of RP. Wassef did not retrieve, review, or analyze any significant amount of medical records, diagnostic tests, or other information in connection with the examination – beyond basic radiology testing reports. Moreover, Wassef did not consider any significant number of diagnoses or management options in connection with the examination. Instead, Wassef provided RP with substantially the same, phony list of objectively unverifiable soft tissue injury “diagnoses” that he – or some other health care practitioner acting on Demesmin’s behalf – provided to virtually every other Insured. Furthermore, neither RP’s presenting problems, nor the treatment plan provided to RP by NY Pain and Wassef, presented any risk of significant complications, morbidity, or mortality. To the contrary, RP did not need any extensive treatment at all as a result of the accident, and the treatment plan provided by NY Pain and Wassef consisted of medically unnecessary interventional pain management services such as pain management injections, which did not pose the least bit of risk to RP. Even so, NY Pain, Demesmin, and Wassef billed GEICO for the initial examination using CPT code 99204, and thereby falsely represented that Wassef engaged in some legitimate, moderate complexity medical decision-making during the purported examination.

- (vii) On November 4, 2021, an Insured named OS was involved in a minor automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that OS’s vehicle was drivable following the accident. The police report further indicated that OS was not injured and did not complain of any pain. In keeping with the fact that OS was not seriously injured, OS did not visit any hospital emergency room following the accident. To the extent that OS experienced any health problems at all as the result of the accident, they were of low or minimal severity. On March 31, 2022, Demesmin purported to conduct an initial examination of OS. Demesmin did not retrieve, review, or analyze any significant amount of medical records, diagnostic tests, or other information in connection with the examination – beyond basic radiology testing reports. Moreover, Demesmin did not consider any significant number of diagnoses or management options in connection with the examination. Instead, Demesmin provided OS with substantially the same, phony list of objectively unverifiable soft tissue injury “diagnoses” that he – or some other health care practitioner acting on Demesmin’s behalf – provided to virtually every other Insured. Furthermore, neither OS’s presenting problems, nor the treatment plan provided to OS by University Pain and Demesmin, presented any risk of significant complications, morbidity, or mortality. To the contrary, OS did not need any extensive treatment at all as a result of the accident, and the treatment plan provided by University Pain and Demesmin consisted of medically unnecessary interventional pain management services such as pain management injections, which did not pose the least bit of risk to OS. Even so, University Pain and Demesmin billed GEICO for the initial examination using CPT code 99204, and thereby falsely represented that Demesmin engaged in some legitimate, moderate complexity medical decision-making during the purported examination.

- (viii) On November 19, 2021, an Insured named NL was involved in a minor automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that NL's vehicle was drivable following the accident. The police report further indicated that NL was not injured and did not complain of any pain. In keeping with the fact that NL was not seriously injured, NL did not visit any hospital emergency room following the accident. To the extent that NL experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and improved over time. On November 24, 2021, Khanan purported to conduct an initial examination of NL. Khanan did not retrieve, review, or analyze any significant amount of medical records, diagnostic tests, or other information in connection with the examination. Moreover, Khanan did not consider any significant number of diagnoses or management options in connection with the examination. Instead, Khanan provided NL with substantially the same, phony list of objectively unverifiable soft tissue injury "diagnoses" that he provided to virtually every other Insured. Furthermore, neither NL's presenting problems, nor the treatment plan provided to NL by Total Wellness and Khanan, presented any risk of significant complications, morbidity, or mortality. To the contrary, NL did not need any extensive treatment at all as a result of the accident, and the treatment plan provided by Total Wellness and Khanan consisted of medically unnecessary chiropractic treatment services, which did not pose the least bit of risk to NL. Even so, Total Wellness and Khanan billed GEICO for the initial examination using CPT code 99203, and thereby falsely represented that Khanan engaged in some legitimate, low complexity medical decision-making during the purported examination.
- (ix) On November 19, 2021, an Insured named NL was involved in a minor automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that NL's vehicle was drivable following the accident. The police report further indicated that NL was not injured and did not complain of any pain. In keeping with the fact that NL was not seriously injured, NL did not visit any hospital emergency room following the accident. To the extent that NL experienced any health problems at all as the result of the accident, they were of low or minimal severity. On March 3, 2022, Wassef, acting at the direction of Demesmin, purported to conduct an initial examination of NL. Wassef did not retrieve, review, or analyze any significant amount of medical records, diagnostic tests, or other information in connection with the examination – beyond basic radiology testing reports. Moreover, Wassef did not consider any significant number of diagnoses or management options in connection with the examination. Instead, Wassef provided NL with substantially the same, phony list of objectively unverifiable soft tissue injury "diagnoses" that he – or some other health care practitioner acting on Demesmin's behalf – provided to virtually every other Insured. Furthermore, neither NL's presenting problems, nor the treatment plan provided to NL by NY Pain and Wassef, presented any risk of significant complications, morbidity, or mortality. To the contrary, NL did not need any extensive treatment at all as a result of the accident, and the treatment plan provided by NY Pain and Wassef consisted of medically unnecessary interventional pain

management services such as pain management injections, which did not pose the least bit of risk to NL. Even so, NY Pain, Demesmin, and Wassef billed GEICO for the initial examination using CPT code 99204, and thereby falsely represented that Wassef engaged in some legitimate, moderate complexity medical decision-making during the purported examination.

- (x) On December 26, 2021, an Insured named FZ was involved in a minor automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that FZ's vehicle was drivable following the accident. The police report further indicated that FZ was not injured and did not complain of any pain. In keeping with the fact that FZ was not seriously injured, FZ did not visit any hospital emergency room following the accident. To the extent that FZ experienced any health problems at all as the result of the accident, they were of low or minimal severity. On February 17, 2022, Demesmin purported to conduct an initial examination of FZ. Demesmin did not retrieve, review, or analyze any significant amount of medical records, diagnostic tests, or other information in connection with the examination – beyond basic radiology testing reports. Moreover, Demesmin did not consider any significant number of diagnoses or management options in connection with the examination. Instead, Demesmin provided FZ with substantially the same, phony list of objectively unverifiable soft tissue injury “diagnoses” that he – or some other health care practitioner acting on Demesmin's behalf – provided to virtually every other Insured. Furthermore, neither FZ's presenting problems, nor the treatment plan provided to FZ by NY Pain and Demesmin, presented any risk of significant complications, morbidity, or mortality. To the contrary, FZ did not need any extensive treatment at all as a result of the accident, and the treatment plan provided by NY Pain and Demesmin consisted of medically unnecessary interventional pain management services such as pain management injections, which did not pose the least bit of risk to FZ. Even so, NY Pain and Demesmin billed GEICO for the initial examination using CPT code 99204, and thereby falsely represented that Demesmin engaged in some legitimate, moderate complexity medical decision-making during the purported examination.

- (xi) On January 21, 2022, an Insured named TP was involved in a minor automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that TP's vehicle was drivable following the accident. The police report further indicated that TP was not injured and did not complain of any pain. In keeping with the fact that TP was not seriously injured, TP did not visit any hospital emergency room following the accident. To the extent that TP experienced any health problems at all as the result of the accident, they were of low or minimal severity. On April 21, 2022, Wassef, acting at the direction of Demesmin, purported to conduct an initial examination of TP. Wassef did not retrieve, review, or analyze any significant amount of medical records, diagnostic tests, or other information in connection with the examination – beyond basic radiology testing reports. Moreover, Wassef did not consider any significant number of diagnoses or management options in connection with the examination.

Instead, Wassef provided TP with substantially the same, phony list of objectively unverifiable soft tissue injury “diagnoses” that he – or some other health care practitioner acting on Demesmin’s behalf – provided to virtually every other Insured. Furthermore, neither TP’s presenting problems, nor the treatment plan provided to TP by NY Pain and Wassef, presented any risk of significant complications, morbidity, or mortality. To the contrary, TP did not need any extensive treatment at all as a result of the accident, and the treatment plan provided by NY Pain and Wassef consisted of medically unnecessary interventional pain management services such as pain management injections, which did not pose the least bit of risk to TP. Even so, NY Pain, Demesmin, and Wassef billed GEICO for the initial examination using CPT code 99204, and thereby falsely represented that Wassef engaged in some legitimate, moderate complexity medical decision-making during the purported examination.

- (xii) On March 6, 2022, an Insured named LS was involved in a minor automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that LS’s vehicle was drivable following the accident. The police report further indicated that LS was not injured and did not complain of any pain. Nonetheless, LS self-presented later that same day to NYU Langone Hospital where she was briefly observed on an outpatient basis and released shortly thereafter with no serious injury diagnosis. To the extent that LS experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and improved over time. On March 7, 2022, Khanan purported to conduct an initial examination of LS. Khanan did not retrieve, review, or analyze any significant amount of medical records, diagnostic tests, or other information in connection with the examination. Moreover, Khanan did not consider any significant number of diagnoses or management options in connection with the examination. Instead, Khanan provided LS with substantially the same, phony list of objectively unverifiable soft tissue injury “diagnoses” that he provided to virtually every other Insured. Furthermore, neither LS’s presenting problems, nor the treatment plan provided to LS by Total Wellness and Khanan, presented any risk of significant complications, morbidity, or mortality. To the contrary, LS did not need any extensive treatment at all as a result of the accident, and the treatment plan provided by Total Wellness and Khanan consisted of medically unnecessary chiropractic treatment services, which did not pose the least bit of risk to LS. Even so, Total Wellness and Khanan billed GEICO for the initial examination using CPT code 99203, and thereby falsely represented that Khanan engaged in some legitimate, low complexity medical decision-making during the purported examination.
- (xiii) On March 6, 2022, an Insured named LS was involved in a minor automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that LS’s vehicle was drivable following the accident. The police report further indicated that LS was not injured and did not complain of any pain. Nonetheless, LS self-presented later that same day to NYU Langone Hospital where she was briefly observed on an outpatient basis and

discharged shortly thereafter with no serious injury diagnosis. To the extent that LS experienced any health problems at all as the result of the accident, they were of low or minimal severity. On July 21, 2022, Wassef, acting at the direction of Demesmin, purported to conduct an initial examination of LS. Wassef did not retrieve, review, or analyze any significant amount of medical records, diagnostic tests, or other information in connection with the examination – beyond basic radiology testing reports. Moreover, Wassef did not consider any significant number of diagnoses or management options in connection with the examination. Instead, Wassef provided LS with substantially the same, phony list of objectively unverifiable soft tissue injury “diagnoses” that he – or some other health care practitioner acting on Demesmin’s behalf – provided to virtually every other Insured. Furthermore, neither LS’s presenting problems, nor the treatment plan provided to LS by NY Pain and Wassef, presented any risk of significant complications, morbidity, or mortality. To the contrary, LS did not need any extensive treatment at all as a result of the accident, and the treatment plan provided by NY Pain and Wassef consisted of medically unnecessary interventional pain management services such as pain management injections, which did not pose the least bit of risk to LS. Even so, NY Pain, Demesmin, and Wassef billed GEICO for the initial examination using CPT code 99204, and thereby falsely represented that Wassef engaged in some legitimate, moderate complexity medical decision-making during the purported examination.

- (xiv) On August 30, 2022, an Insured named AG was involved in a minor automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that AG’s vehicle was drivable following the accident. The police report further indicated that AG was not injured and did not complain of any pain. Nonetheless, AG self-presented later that same day to NYU Langone Hospital where he was briefly observed on an outpatient basis and released shortly thereafter with no serious injury diagnosis. To the extent that AG experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and improved over time. On September 9, 2022, Khanan purported to conduct an initial examination of AG. Khanan did not retrieve, review, or analyze any significant amount of medical records, diagnostic tests, or other information in connection with the examination. Moreover, Khanan did not consider any significant number of diagnoses or management options in connection with the examination. Instead, Khanan provided AG with substantially the same, phony list of objectively unverifiable soft tissue injury “diagnoses” that he provided to virtually every other Insured. Furthermore, neither AG’s presenting problems, nor the treatment plan provided to AG by Total Wellness and Khanan, presented any risk of significant complications, morbidity, or mortality. To the contrary, AG did not need any extensive treatment at all as a result of the accident, and the treatment plan provided by Total Wellness and Khanan consisted of medically unnecessary chiropractic treatment services, which did not pose the least bit of risk to AG. Even so, Total Wellness and Khanan billed GEICO for the initial examination using CPT code 99203, and thereby falsely represented that Khanan

engaged in some legitimate, low complexity medical decision-making during the purported examination.

- (xv) On October 25, 2022, an Insured named LL was involved in a minor automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that LL's vehicle was drivable following the accident. The police report further indicated that LL was not seriously injured, but he did complain of some shoulder pain. In keeping with the fact that LL was not seriously injured, LL did not visit any hospital emergency room following the accident. On October 28, 2022, Khanan purported to conduct an initial examination of LL. Khanan did not retrieve, review, or analyze any significant amount of medical records, diagnostic tests, or other information in connection with the examination. Moreover, Khanan did not consider any significant number of diagnoses or management options in connection with the examination. Instead, Khanan provided LL with substantially the same, phony list of objectively unverifiable soft tissue injury "diagnoses" that he provided to virtually every other Insured. Furthermore, neither LL's presenting problems, nor the treatment plan provided to LL by Total Wellness and Khanan, presented any risk of significant complications, morbidity, or mortality. To the contrary, LL did not need any extensive treatment at all as a result of the accident, and the treatment plan provided by Total Wellness and Khanan consisted of medically unnecessary chiropractic treatment services, which did not pose the least bit of risk to LL. Even so, Total Wellness and Khanan billed GEICO for the initial examination using CPT code 99203, and thereby falsely represented that Khanan engaged in some legitimate, low complexity medical decision-making during the purported examination.

166. There are a substantial number of variables that can affect whether, how, and to what extent an individual is injured in a given automobile accident.

167. An individual's age, height, weight, general physical condition, location within the vehicle, and the location of the impact all will affect whether, how, and to what extent an individual is injured in a given automobile accident.

168. As set forth above, virtually all of the Insureds whom NY Pain, University Pain, Demesmin, Total Wellness, and Khanan purported to treat were involved in relatively minor accidents.

169. It is highly improbable that any two or more Insureds involved in any one of these minor automobile accidents would suffer substantially identical injuries as the result of their

accidents or require a substantially identical course of treatment.

170. It is even more improbable – to the point of impossibility – that this would occur repeatedly, often with the Insureds presenting at NY Pain, University Pain, Demesmin, Total Wellness, and Khanan, with substantially identical injuries on or about the exact same dates days, weeks, or even months after their accidents.

171. Even so, and in keeping with the fact that NY Pain, University Pain, Demesmin, Total Wellness, and Khanan’s putative “diagnoses” were phony, and in keeping with the fact that their putative initial examinations involved no actual medical decision-making at all, NY Pain, University Pain, Demesmin, Total Wellness, and Khanan frequently issued substantially identical, phony “diagnoses”, on or about the same date, to more than one Insured involved in a single accident, and recommended a substantially identical course of medically unnecessary “treatment” to the Insureds, despite the fact that they were differently situated.

172. For example:

- (i) On October 27, 2015, two Insureds – GP and KA – were involved in the same automobile accident. Three days later, GP and KA presented – incredibly – on the exact same date, October 30, 2015, to Total Wellness for initial examinations. GP and KA were different ages, in different physical condition, and experienced the impact from different locations in the vehicle. To the extent that GP and KA suffered any injuries at all in their minor accident, the injuries were different. Even so, at the conclusion of the putative initial examinations, Khanan provided GP and KA with substantially identical “diagnoses”, and recommended a substantially identical course of medically unnecessary “treatment” for both of them.
- (ii) On February 17, 2017, two Insureds – MD and AD – were involved in the same automobile accident. Two weeks later, MD and AD presented – incredibly – on the exact same date, March 2, 2017, to Total Wellness for initial examinations. MD and AD were different ages, in different physical condition, and experienced the impact from different locations in the vehicle. To the extent that MD and AD suffered any injuries at all in their minor accident, the injuries were different. Even so, at the conclusion of the putative initial examinations, Khanan provided MD and AD with substantially identical “diagnoses”, and recommended a substantially identical course of medically unnecessary “treatment” for both of them.

- (iii) On October 30, 2018, two Insureds – GB and NB – were involved in the same automobile accident. One month later, GB and NB presented – incredibly – on the exact same date, November 29, 2018, to University Pain for initial examinations. GB and NB were different ages, in different physical condition, and experienced the impact from different locations in the vehicle. To the extent that GB and NB suffered any injuries at all in their minor accident, the injuries were different. Even so, at the conclusion of the putative initial examinations, Demesmin provided GB and NB with substantially identical “diagnoses”, and recommended a substantially identical course of medically unnecessary “treatment” for both of them.
- (iv) On March 9, 2019, three Insureds – WR, NC, and PY – were involved in the same automobile accident. Over two months later, WR, NC, and PY presented – incredibly – on the exact same date, May 16, 2019, to University Pain for initial examinations. WR, NC, and PY were different ages, in different physical condition, and experienced the impact from different locations in the vehicle. To the extent that WR, NC, and PY suffered any injuries at all in their minor accident, the injuries were different. Even so, at the conclusion of the putative initial examinations, Demesmin provided WR, NC, and PY with substantially identical “diagnoses”, and recommended a substantially identical course of medically unnecessary “treatment” for both of them.
- (v) On July 26, 2019, two Insureds – MS and DH – were involved in the same automobile accident. Five days later, MS and DH presented – incredibly – on the exact same date, July 31, 2019, to University Pain for initial examinations. MS and DH were different ages, in different physical condition, and experienced the impact from different locations in the vehicle. To the extent that MS and DH suffered any injuries at all in their minor accident, the injuries were different. Even so, at the conclusion of the putative initial examinations, Demesmin provided MS and DH with substantially identical “diagnoses”, and recommended a substantially identical course of medically unnecessary “treatment” for both of them.
- (vi) On September 28, 2019, two Insureds – CB and BB – were involved in the same automobile accident. Four days later, CB and BB presented – incredibly – on the exact same date, October 2, 2019, to Total Wellness for initial examinations. CB and BB were different ages, in different physical condition, and experienced the impact from different locations in the vehicle. To the extent that CB and BB suffered any injuries at all in their minor accident, the injuries were different. Even so, at the conclusion of the putative initial examinations, Khanan provided CB and BB with substantially identical “diagnoses”, and recommended a substantially identical course of medically unnecessary “treatment” for both of them.
- (vii) On June 10, 2020, two Insureds – JP and VB – were involved in the same automobile accident. Five days later, JP and VB presented – incredibly – on the exact same date, April 28, 2021, to University Pain for initial examinations. JP and VB were different ages, in different physical condition, and experienced the impact from different locations in the vehicle. To the extent that JP and VB suffered any

injuries at all in their minor accident, the injuries were different. Even so, at the conclusion of the putative initial examinations, Demesmin provided JP and VB with substantially identical “diagnoses”, and recommended a substantially identical course of medically unnecessary “treatment” for both of them.

- (viii) On August 25, 2020, two Insureds – WW and DD – were involved in the same automobile accident. Three weeks later, WW and DD presented – incredibly – on the exact same date, September 17, 2020, to University Pain for initial examinations. WW and DD were different ages, in different physical condition, and experienced the impact from different locations in the vehicle. To the extent that WW and DD suffered any injuries at all in their minor accident, the injuries were different. Even so, at the conclusion of the putative initial examinations, Demesmin provided WW and DD with substantially identical “diagnoses”, and recommended a substantially identical course of medically unnecessary “treatment” for both of them.
- (ix) On January 11, 2021, two Insureds – FT and JT – were involved in the same automobile accident. Over two weeks later, FT and JT presented – incredibly – on the exact same date, January 27, 2021, to Total Wellness for initial examinations. FT and JT were different ages, in different physical condition, and experienced the impact from different locations in the vehicle. To the extent that FT and JT suffered any injuries at all in their minor accident, the injuries were different. Even so, at the conclusion of the putative initial examinations, Khanan provided FT and JT with substantially identical “diagnoses”, and recommended a substantially identical course of medically unnecessary “treatment” for both of them.
- (x) On April 11, 2021, three Insureds – FS, XS, and JP – were involved in the same automobile accident. Nearly one month later, FS, XS, and JP presented – incredibly – on the exact same date, May 6, 2021, to NY Pain for initial examinations. FS, XS, and JP were different ages, in different physical condition, and experienced the impact from different locations in the vehicle. To the extent that FS, XS, and JP suffered any injuries at all in their minor accident, the injuries were different. Even so, at the conclusion of the putative initial examinations, Demesmin provided FS, XS, and JP with substantially identical “diagnoses”, and recommended a substantially identical course of medically unnecessary “treatment” for both of them.
- (xi) On July 6, 2021, two Insureds – JS and KP – were involved in the same automobile accident. One month later, JS and KP presented – incredibly – on the exact same date, August 6, 2021, to NY Pain for initial examinations. JS and KP were different ages, in different physical condition, and experienced the impact from different locations in the vehicle. To the extent that JS and KP suffered any injuries at all in their minor accident, the injuries were different. Even so, at the conclusion of the putative initial examinations, Demesmin provided JS and KP with substantially identical “diagnoses”, and recommended a substantially identical course of medically unnecessary “treatment” for both of them.

- (xii) On July 7, 2021, three Insureds – AL, AR, and JM – were involved in the same automobile accident. Nearly two months later, AL, AR, and JM presented – incredibly – on the exact same date, September 2, 2021, to NY Pain for initial examinations. AL, AR, and JM were different ages, in different physical condition, and experienced the impact from different locations in the vehicle. To the extent that AL, AR, and JM suffered any injuries at all in their minor accident, the injuries were different. Even so, at the conclusion of the putative initial examinations, Demesmin provided AL, AR, and JM with substantially identical “diagnoses”, and recommended a substantially identical course of medically unnecessary “treatment” for both of them.
 - (xiii) On October 17, 2021, two Insureds – AS and JS – were involved in the same automobile accident. Over three months later, AS and JS presented – incredibly – on the exact same date, January 19, 2022, to NY Pain for initial examinations. AS and JS were different ages, in different physical condition, and experienced the impact from different locations in the vehicle. To the extent that AS and JS suffered any injuries at all in their minor accident, the injuries were different. Even so, at the conclusion of the putative initial examinations, Wassef, at Demesmin’s direction, provided AS and JS with substantially identical “diagnoses”, and recommended a substantially identical course of medically unnecessary “treatment” for both of them.
 - (xiv) On October 29, 2021, two Insureds – RS and LO – were involved in the same automobile accident. Over one week later, RS and LO presented – incredibly – on the exact same date, November 8, 2021, to Total Wellness for initial examinations. RS and LO were different ages, in different physical condition, and experienced the impact from different locations in the vehicle. To the extent that RS and LO suffered any injuries at all in their minor accident, the injuries were different. Even so, at the conclusion of the putative initial examinations, Khanan provided RS and LO with substantially identical “diagnoses”, and recommended a substantially identical course of medically unnecessary “treatment” for both of them.
 - (xv) On May 25, 2022, two Insureds – FM and FR – were involved in the same automobile accident. Over one week later, FM and FR presented – incredibly – on the exact same date, June 8, 2022, to NY Pain for initial examinations. FM and FR were different ages, in different physical condition, and experienced the impact from different locations in the vehicle. To the extent that FM and FR suffered any injuries at all in their minor accident, the injuries were different. Even so, at the conclusion of the putative initial examinations, Wassef, at Demesmin’s direction, provided FM and FR with substantially identical “diagnoses”, and recommended a substantially identical course of medically unnecessary “treatment” for both of them.
173. These are only representative examples. In the claims for initial examinations that

are identified in Exhibits “1”, “2”, and “4”, NY Pain, University Pain, Demesmin, Total Wellness, and Khanan frequently issued substantially identical “diagnoses”, on or about the same date, to more than one Insured involved in a single accident, and recommended a substantially identical course of medically unnecessary “treatment” to the Insureds, despite the fact that the Insureds were differently situated and, in any case, did not require the treatment.

174. NY Pain, University Pain, Demesmin, Total Wellness, and Khanan routinely inserted these false “diagnoses” in their initial examination reports in order to create the false impression that the initial examinations required some legitimate medical decision-making, and in order to create a false justification for the other Fraudulent Services that the Defendants purported to provide to the Insureds.

175. In the claims for initial examinations identified in Exhibits “1”, “2”, and “4”, NY Pain, University Pain,, Demesmin, Total Wellness, and Khanan routinely falsely represented that the putative examinations involved medical decision making of low to moderate complexity in order to provide a false basis to bill for the initial examinations under CPT codes 99203 and 99204, because examinations billable under CPT codes 99203 and 99204 are reimbursable at a higher rate than examinations or examinations that do not require any complex medical decision-making at all.

E. The Fraudulent Charges for Follow-Up Examinations by NY Pain, University Pain, Demesmin, Total Wellness, and Khanan

176. NY Pain, University Pain, Demesmin, Total Wellness, and Khanan also typically purported to subject the Insureds in the claims identified in Exhibits “1”, “2”, “4” to multiple fraudulent follow-up examinations during the course of the Defendants’ fraudulent treatment and billing protocol.

177. As set forth in Exhibit “1”, Demesmin purported to perform the majority of the putative follow-up examinations at NY Pain, which were then billed to GEICO under CPT code 99213, typically resulting in a charge of \$87.80 for each purported follow-up examination.

178. As set forth in Exhibit “2”, Demesmin purported to perform the majority of the putative follow-up examinations at University Pain, which were then billed to GEICO under CPT codes 99213 and 99214, typically resulting in a charge of between \$87.80 and \$450.00 for each purported follow-up examination billed under CPT code 99213, and between \$92.98 and \$375.00 for each purported follow-up examination billed under CPT code 99214.

179. As set forth in Exhibit “4”, Khanan purported to perform the majority of the putative follow-up examinations at Total Wellness, which were then billed to GEICO under CPT codes 99213 and 99214, typically resulting in a charge of between \$49.26 and \$87.80 for each purported follow-up examination billed under CPT code 99213, and between \$71.49 and \$127.41 for each purported follow-up examination billed under CPT code 99214.

180. All of NY Pain, University Pain, Demesmin, Total Wellness, and Khanan’s billing for their purported follow-up examinations was fraudulent because it misrepresented NY Pain, University Pain, Demesmin, Total Wellness, and Khanan’s eligibility to collect PIP Benefits in the first instance.

181. In fact, NY Pain, University Pain, Demesmin, Total Wellness, and Khanan never were eligible to collect PIP Benefits in the claims for follow-up examinations that are identified in Exhibits “1”, “2”, and “4” because they engaged in unlawful and fraudulent conduct as described herein.

182. Moreover, and as set forth below, NY Pain, University Pain, Demesmin, Total Wellness, and Khanan’s charges for the putative follow-up examinations identified in Exhibits

“1”, “2”, and “4” were fraudulent in that they misrepresented the nature, extent, and results of the purported examinations.

1. Misrepresentations Regarding the Severity of the Insureds’ Presenting Problems

183. For instance, in the claims for follow-up examinations that are identified in Exhibits “1”, “2”, and “4”, NY Pain, University Pain, Demesmin, Total Wellness, and Khanan routinely misrepresented the severity of the Insureds’ presenting problems.

184. Pursuant to the CPT Assistant, the use of CPT code 99214 to bill for a follow-up examination typically required that the patient present with problems of moderate to high severity.

185. The CPT Assistant provides various clinical examples of the types of presenting problems that qualify as moderately to highly severe, and thereby justify the use of CPT code 99214 to bill for a follow-up patient examination.

186. For example, the CPT Assistant provides the following clinical examples of presenting problems that might support the use of CPT code 99214 to bill for a follow-up patient examination:

- (i) Office visit for a 68-year-old male with stable angina, two months post myocardial infarction, who is not tolerating one of his medications. (Cardiology)
- (ii) Office evaluation of 28-year-old patient with regional enteritis, diarrhea and low-grade fever, established patient. (Family Medicine/Internal Medicine)
- (iii) Weekly office visit for 5FU therapy for an ambulatory established patient with metastatic colon cancer and increasing shortness of breath. (Hematology/Oncology)
- (iv) Office visit with 50-year-old female, established patient, diabetic, blood sugar controlled by diet. She now complains of frequency of urination and weight loss, blood sugar of 320 and negative ketones on dipstick. (Internal Medicine)
- (v) Follow-up visit for a 60-year-old male whose post-traumatic seizures have disappeared on medication, and who now raises the question of stopping the medication. (Neurology)

- (vi) Follow-up office visit for a 45-year-old patient with rheumatoid arthritis on gold, methotrexate, or immunosuppressive therapy. (Rheumatology)
- (vii) Office evaluation on new onset RLQ pain in a 32-year-old woman, established patient. (Urology/General Surgery/ Internal Medicine/Family Medicine)
- (viii) Office visit with 63-year-old female, established patient, with familial polyposis, after a previous colectomy and sphincter sparing procedure, now with tenesmus, mucus, and increased stool frequency. (Colon and Rectal Surgery)

187. Accordingly, pursuant to the CPT Assistant, the moderately to highly severe presenting problems that could support the use of CPT code 99214 to bill for a follow-up patient examination typically are problems that pose a serious threat to a patient's health, or even the patient's life.

188. Similarly, pursuant to the CPT Assistant, the use of CPT code 99213 to bill for a follow-up examination typically requires that the patient present with problems of low to moderate severity.

189. The CPT Assistant provides various clinical examples of the types of presenting problems that qualify as problems of low to moderate severity, and thereby justify the use of CPT code 99213 to bill for a follow-up patient examination.

190. For example, the CPT Assistant provides the following clinical examples of presenting problems that might qualify as problems of low to moderate severity, and therefore support the use of CPT code 99213 to bill for a follow-up patient examination:

- (i) Follow-up visit with 55-year-old male for management of hypertension, mild fatigue, on beta blocker/thiazide regimen. (Family Medicine/Internal Medicine)
- (ii) Follow-up office visit for an established patient with stable cirrhosis of the liver. (Gastroenterology)
- (iii) Outpatient visit with 37-year-old male, established patient, who is 3 years post total colectomy for chronic ulcerative colitis, presents for increased irritation at his stoma. (General Surgery)

- (iv) Routine, follow-up office evaluation at a three-month interval for a 77-year-old female with nodular small cleaved-cell lymphoma. (Hematology/Oncology)
- (v) Follow-up visit for a 70-year-old diabetic hypertensive patient with recent change in insulin requirement. (Internal Medicine/Nephrology)
- (vi) Quarterly follow-up office visit for a 45-year-old male, with stable chronic asthma, on steroid and bronchodilator therapy. (Pulmonary Medicine)
- (vii) Office visit with 80-year-old female established patient, for follow-up osteoporosis, status-post compression fractures. (Rheumatology)

191. Accordingly, pursuant to the CPT Assistant, the low to moderate severity presenting problems that could support the use of CPT code 99213 to bill for a follow-up patient examination typically are problems that pose some real threat to the patient's health.

192. By contrast, to the extent that the Insureds in the claims identified in Exhibits "1", "2", and "4" suffered any injuries at all in their minor automobile accidents, the injuries virtually always were minor soft tissue injuries such as sprains and strains, which were of low or minimal severity at the outset and improved over time.

193. By the time the Insureds in the claims identified in Exhibits "1", "2", and "4" presented to NY Pain, University Pain, and/or Total Wellness for the putative follow-up examinations, the Insureds either did not have any genuine presenting problems at all as the result of their minor automobile accidents, or their presenting problems were minimal.

194. Even so, in the claims for follow-up examinations identified in Exhibits "1", "2", and "4", NY Pain, University Pain, Demesmin, Total Wellness, and Khanan routinely billed for their putative follow-up examinations under CPT codes 99214 and/or 99213, and thereby falsely represented that the Insureds continued to suffer from presenting problems of low to moderate or moderate to high severity, despite the fact that the purported examinations were provided many

months after the Insureds' minor automobile accidents, and long after any soft tissue injury pain or other symptoms attendant to the minor automobile accidents would have resolved.

195. For example:

- (i) On December 18, 2017, an Insured named MD was involved in a minor automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that MD's vehicle was drivable following the accident. The police report further indicated that MD was not injured and did not complain of any pain. In keeping with the fact that MD was not seriously injured, MD did not visit any hospital emergency room following the accident. To the extent that MD experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and had completely resolved within two to three months of the accident. Even so, following a purported follow up examination of MD by Demesmin, or some other health care provider acting on his behalf, on January 17, 2020 – over three years after the accident – Demesmin and University Pain billed GEICO for the follow-up examination using CPT code 99214, and thereby falsely represented that MD presented with problems of moderate to high severity.
- (ii) On May 17, 2018, an Insured named OS was involved in a minor automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that OS's vehicle was drivable following the accident. The police report further indicated that OS was not injured and did not complain of any pain. In keeping with the fact that OS was not seriously injured, OS did not visit any hospital emergency room following the accident. To the extent that OS experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and had completely resolved within two to three months of the accident. Even so, following a purported follow up examination of OS by Demesmin, or some other health care provider acting on his behalf, on December 26, 2018 – over seven months after the accident – Demesmin and University Pain billed GEICO for the follow-up examination using CPT code 99213, and thereby falsely represented that OS presented with problems of low to moderate severity.
- (iii) On August 14, 2019, an Insured named KV was involved in a minor automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that KV's vehicle was drivable following the accident. The police report further indicated that KV was not injured and did not complain of any pain. In keeping with the fact that KV was not seriously injured, KV did not visit any hospital emergency room following the accident. To the extent that KV experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and had completely resolved within two to three months of the accident. Even so, following a purported follow up examination of KV by Demesmin, or some other health care provider acting on his

behalf, on August 6, 2021 – nearly two years after the accident – Demesmin and NY Pain billed GEICO for the follow-up examination using CPT code 99213, and thereby falsely represented that KV presented with problems of low to moderate severity.

- (iv) On January 9, 2020, an Insured named HK was involved in a minor automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that HK's vehicle was drivable following the accident. The police report further indicated that HK was not injured and did not complain of any pain. Nonetheless, HK presented later that same day to Nassau University Medical Center where he was briefly observed on an outpatient basis and released shortly thereafter with no serious injury diagnosis. To the extent that HK experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and had completely resolved within two to three months of the accident. Even so, following a purported follow up examination of HK by Khanan, or some other health care provider acting on his behalf, on May 29, 2020 – nearly five months after the accident – Khanan and Total Wellness billed GEICO for the follow-up examination using CPT code 99214, and thereby falsely represented that HK presented with problems of moderate to high severity.
- (v) On January 9, 2020, an Insured named HK was involved in a minor automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that HK's vehicle was drivable following the accident. The police report further indicated that HK was not injured and did not complain of any pain. Nonetheless, HK presented later that same day to Nassau University Medical Center where he was briefly observed on an outpatient basis and released shortly thereafter with no serious injury diagnosis. To the extent that HK experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and had completely resolved within two to three months of the accident. Even so, following a purported follow up examination of HK by Demesmin, or some other health care provider acting on his behalf, on December 16, 2021 – over twenty-three months after the accident – Demesmin and NY Pain billed GEICO for the follow-up examination using CPT code 99214, and thereby falsely represented that HK presented with problems of moderate to high severity.
- (vi) On February 15, 2020, an Insured named LX was involved in a minor automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that LX's vehicle was drivable following the accident. The police report further indicated that LX was not injured and did not complain of any pain. In keeping with the fact that LX was not seriously injured, LX did not visit any hospital emergency room following the accident. To the extent that LX experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and had completely resolved within two to three months of the accident. Even so, following a purported follow up examination of LX by Demesmin, or some other health care provider acting on his

behalf, on January 21, 2021 – over eleven months after the accident – Demesmin and University Pain billed GEICO for the follow-up examination using CPT code 99214, and thereby falsely represented that LX presented with problems of moderate to high severity.

- (vii) On July 24, 2020, an Insured named LL was involved in a minor automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that LL's vehicle was drivable following the accident. The police report further indicated that LL was not seriously injured but did complain of some back pain. LL thereafter presented to New York Presbyterian Hospital where he was briefly observed on an outpatient basis and released shortly thereafter with no serious injury diagnosis. To the extent that LL experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and had completely resolved within two to three months of the accident. Even so, following a purported follow up examination of LL by Demesmin, or some other health care provider acting on his behalf, on February 5, 2021 – over six months after the accident – Demesmin and University Pain billed GEICO for the follow-up examination using CPT code 99214, and thereby falsely represented that LL presented with problems of moderate to high severity.
- (viii) On September 21, 2020, an Insured named MH was involved in a minor automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that MH's vehicle was drivable following the accident. The police report further indicated that MH was not injured and did not complain of any pain. In keeping with the fact that MH was not seriously injured, MH did not visit any hospital emergency room following the accident. To the extent that MH experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and had completely resolved within two to three months of the accident. Even so, following a purported follow up examination of MH by Demesmin, or some other health care provider acting on his behalf, on May 7, 2021 – over seven months after the accident – Demesmin and NY Pain billed GEICO for the follow-up examination using CPT code 99213, and thereby falsely represented that MH presented with problems of low to moderate severity.
- (ix) On August 30, 2021, an Insured named RP was involved in a minor automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that RP's vehicle was drivable following the accident. The police report further indicated that RP was not injured and did not complain of any pain. In keeping with the fact that RP was not seriously injured, RP did not visit any hospital emergency room following the accident. To the extent that RP experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and had completely resolved within two to three months of the accident. Even so, following a purported follow up examination of RP by Demesmin, or some other health care provider acting on his behalf, on June 8, 2022 – over nine months after the accident – Demesmin and NY

Pain billed GEICO for the follow-up examination using CPT code 99213, and thereby falsely represented that RP presented with problems of low to moderate severity.

- (x) On November 4, 2021, an Insured named OS was involved in a minor automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that OS's vehicle was drivable following the accident. The police report further indicated that OS was not injured and did not complain of any pain. In keeping with the fact that OS was not seriously injured, OS did not visit any hospital emergency room following the accident. To the extent that OS experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and had completely resolved within two to three months of the accident. Even so, following a purported follow up examination of OS by Demesmin, or some other health care provider acting on his behalf, on May 26, 2022 – over six months after the accident – Demesmin and University Pain billed GEICO for the follow-up examination using CPT code 99213, and thereby falsely represented that OS presented with problems of low to moderate severity.
- (xi) On November 19, 2021, an Insured named NL was involved in a minor automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that NL's vehicle was drivable following the accident. The police report further indicated that NL was not injured and did not complain of any pain. In keeping with the fact that NL was not seriously injured, NL did not visit any hospital emergency room following the accident. To the extent that NL experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and had completely resolved within two to three months of the accident. Even so, following a purported follow up examination of NL by Khanan, or some other health care provider acting on his behalf, on January 19, 2022 – fourteen months after the accident – Khanan and Total Wellness billed GEICO for the follow-up examination using CPT code 99214, and thereby falsely represented that NL presented with problems of moderate to high severity.
- (xii) On December 26, 2021, an Insured named FZ was involved in a minor automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that FZ's vehicle was drivable following the accident. The police report further indicated that FZ was not injured and did not complain of any pain. In keeping with the fact that FZ was not seriously injured, FZ did not visit any hospital emergency room following the accident. To the extent that FZ experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and had completely resolved within two to three months of the accident. Even so, following a purported follow up examination of FZ by Demesmin, or some other health care provider acting on his behalf, on May 19, 2022 – nearly six months after the accident – Demesmin and NY Pain billed GEICO for the follow-up examination using CPT code 99213, and

thereby falsely represented that FZ presented with problems of low to moderate severity.

- (xiii) On January 21, 2022, an Insured named TP was involved in a minor automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that TP's vehicle was drivable following the accident. The police report further indicated that TP was not injured and did not complain of any pain. In keeping with the fact that TP was not seriously injured, TP did not visit any hospital emergency room following the accident. To the extent that TP experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and had completely resolved within two to three months of the accident. Even so, following a purported follow up examination of TP by Khanan, or some other health care provider acting on his behalf, on February 17, 2023 – over one year after the accident – Khanan and Total Wellness billed GEICO for the follow-up examination using CPT code 99213, and thereby falsely represented that TP presented with problems of low to moderate severity.
- (xiv) On August 30, 2022, an Insured named AG was involved in a minor automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that AG's vehicle was drivable following the accident. The police report further indicated that AG was not injured and did not complain of any pain. Nonetheless, AG self-presented later that same day to NYU Langone Hospital where he was briefly observed on an outpatient basis and released shortly thereafter with no serious injury diagnosis. To the extent that AG experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and had completely resolved within two to three months of the accident. Even so, following a purported follow up examination of AG by Khanan, or some other health care provider acting on his behalf, on March 20, 2023 – nearly seven months after the accident – Khanan and Total Wellness billed GEICO for the follow-up examination using CPT code 99213, and thereby falsely represented that AG presented with problems of low to moderate severity.
- (xv) On October 25, 2022, an Insured named LL was involved in a minor automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that LL's vehicle was drivable following the accident. The police report further indicated that LL was not seriously injured, but he did complain of some shoulder pain. In keeping with the fact that LL was not seriously injured, LL did not visit any hospital emergency room following the accident. To the extent that LL experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and had completely resolved within two to three months of the accident. Even so, following a purported follow up examination of LL by Khanan, or some other health care provider acting on his behalf, on March 29, 2023 – over five months after the accident – Khanan and Total Wellness billed GEICO for the follow-up examination

using CPT code 99213, and thereby falsely represented that LL presented with problems of low to moderate severity.

196. These are only representative examples. In virtually all of the claims for follow-up examinations identified in Exhibits “1”, “2”, and “4” NY Pain, University Pain, Demesmin, Total Wellness, and Khanan falsely represented that the Insureds presented with problems of low to moderate or moderate to high severity, when in fact the Insureds either did not have any genuine presenting problems at all as the result of their minor automobile accidents at the time of the follow-up examinations – which often were many months after the minor accidents – or else their presenting problems were minimal.

197. In the claims for follow-up examinations identified in Exhibits “1”, “2”, and “4” NY Pain, University Pain, Demesmin, Total Wellness, and Khanan routinely falsely represented that the Insureds presented with problems of low to moderate or moderate to high severity in order to create a false basis for their charges for the putative examinations under CPT codes 99213 and/or 99214, because examinations billable under CPT codes 99213 and 99214 are reimbursable at higher rates than examinations involving presenting problems of minimal severity, or no severity.

198. In the claims for follow-up examinations identified in Exhibits “1”, “2”, and “4” NY Pain, University Pain, Demesmin, Total Wellness, and Khanan also routinely falsely represented that the Insureds presented with problems of moderate to high severity in order to create a false basis for the laundry list of other Fraudulent Services that the Defendants purported to provide to the Insureds, including additional, medically unnecessary physical therapy, EDX testing, pain management injections, and surgical procedures.

2. Misrepresentations Regarding the Results of the Follow-Up Examinations

199. Moreover, pursuant to the NY and NJ Fee Schedule, when University Pain, Demesmin, Total Wellness, and Khanan submitted charges for the follow-up examinations under

CPT codes 99214, they represented that they performed at least two of the following three components: (i) took a “detailed” patient history; (ii) conducted a “detailed” physical examination; and (iii) engaged in medical decision-making of “moderate complexity”.

200. Similarly, when NY Pain, University Pain, Demesmin, Total Wellness, and Khanan billed for their putative follow up examinations under CPT code 99213, they represented that they performed at least two of the following three components: (i) took an “expanded problem focused” patient history; (ii) conducted an “expanded problem focused physical examination”; and (iii) engaged in medical decision-making of “low complexity”.

201. In actuality, however, in the claims for follow-up examinations identified in in Exhibits “1”, “2”, and “4”, NY Pain, University Pain, Demesmin, Total Wellness, and Khanan did not take any legitimate patient histories, conduct any legitimate physical examinations, or engage in any legitimate medical decision-making at all.

202. Rather, following their purported follow-up examinations, NY Pain, University Pain, Demesmin, Total Wellness, and Khanan simply reiterated the false, boilerplate “diagnoses” from the Insureds’ initial examinations and recommended that the Insureds continue to receive additional, medically unnecessary physical therapy, EDX testing, pain management injections, and surgical procedures.

203. In keeping with the fact that the putative “results” of the follow-up examinations were phony, and were falsified to support continued, medically unnecessary treatments by the Defendants, and to provide a false justification for the medically unnecessary treatments that the Defendants already had purported to provide, NY Pain, University Pain, Demesmin, Total Wellness, and Khanan routinely falsely purported to diagnose continuing effects of soft tissue injuries in the Insureds long after the minor underlying automobile accidents occurred, and long

after any attendant soft tissue injury pain or other symptoms attendant to the minor automobile accidents would have resolved.

204. For example:

- (i) On December 18, 2017, an Insured named MD was involved in a minor automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that MD's vehicle was drivable following the accident. The police report further indicated that MD was not injured and did not complain of any pain. In keeping with the fact that MD was not seriously injured, MD did not visit any hospital emergency room following the accident. To the extent that MD experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and had completely resolved within two to three months of the accident. Even so, following a purported follow up examination of MD by Demesmin, or some other health care provider acting on his behalf, on January 17, 2020 – over three years after the accident – Demesmin, or some other health care provider acting on his behalf, falsely reported that MD continued to suffer from high levels of pain and range of motion deficits as the result of the minor accident, and recommended that MD return to University Pain for the continued provision of the Fraudulent Services.
- (ii) On May 17, 2018, an Insured named OS was involved in a minor automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that OS's vehicle was drivable following the accident. The police report further indicated that OS was not injured and did not complain of any pain. In keeping with the fact that OS was not seriously injured, OS did not visit any hospital emergency room following the accident. To the extent that OS experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and had completely resolved within two to three months of the accident. Even so, following a purported follow up examination of OS by Demesmin, or some other health care provider acting on his behalf, on December 26, 2018 – over seven months after the accident – falsely reported that OS continued to suffer from high levels of pain and range of motion deficits as the result of the minor accident, and recommended that OS return to University Pain for the continued provision of the Fraudulent Services.
- (iii) On August 14, 2019, an Insured named KV was involved in a minor automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that KV's vehicle was drivable following the accident. The police report further indicated that KV was not injured and did not complain of any pain. In keeping with the fact that KV was not seriously injured, KV did not visit any hospital emergency room following the accident. To the extent that KV experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and had completely resolved within two to three months of the accident. Even so, following a purported follow up

examination of KV by Demesmin, or some other health care provider acting on his behalf, on August 6, 2021 – falsely reported that KV continued to suffer from high levels of pain and range of motion deficits as the result of the minor accident, and recommended that KV return to NY Pain for the continued provision of the Fraudulent Services.

- (iv) On January 9, 2020, an Insured named HK was involved in a minor automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that HK's vehicle was drivable following the accident. The police report further indicated that HK was not injured and did not complain of any pain. Nonetheless, HK presented later that same day to Nassau University Medical Center where he was briefly observed on an outpatient basis and released shortly thereafter with no serious injury diagnosis. To the extent that HK experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and had completely resolved within two to three months of the accident. Even so, following a purported follow up examination of HK by Khanan, or some other health care provider acting on his behalf, on May 29, 2020 – nearly five months after the accident – falsely reported that HK continued to suffer from high levels of pain and range of motion deficits as the result of the minor accident, and recommended that HK return to Total Wellness for the continued provision of the Fraudulent Services.
- (v) On January 9, 2020, an Insured named HK was involved in a minor automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that HK's vehicle was drivable following the accident. The police report further indicated that HK was not injured and did not complain of any pain. Nonetheless, HK presented later that same day to Nassau University Medical Center where he was briefly observed on an outpatient basis and released shortly thereafter with no serious injury diagnosis. To the extent that HK experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and had completely resolved within two to three months of the accident. Even so, following a purported follow up examination of HK by Demesmin, or some other health care provider acting on his behalf, on December 16, 2021 – over twenty-three months after the accident – falsely reported that HK continued to suffer from high levels of pain and range of motion deficits as the result of the minor accident, and recommended that HK return to NY Pain for the continued provision of the Fraudulent Services.
- (vi) On February 15, 2020, an Insured named LX was involved in a minor automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that LX's vehicle was drivable following the accident. The police report further indicated that LX was not injured and did not complain of any pain. In keeping with the fact that LX was not seriously injured, LX did not visit any hospital emergency room following the accident. To the extent that LX experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and had completely resolved within

two to three months of the accident. Even so, following a purported follow up examination of LX by Demesmin, or some other health care provider acting on his behalf, on January 21, 2021 – over eleven months after the accident – falsely reported that LX continued to suffer from high levels of pain and range of motion deficits as the result of the minor accident, and recommended that LX return to University Pain for the continued provision of the Fraudulent Services.

- (vii) On July 24, 2020, an Insured named LL was involved in a minor automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that LL's vehicle was drivable following the accident. The police report further indicated that LL was not seriously injured but did complain of some back pain. LL thereafter presented to New York Presbyterian Hospital where he was briefly observed on an outpatient basis and released shortly thereafter with no serious injury diagnosis. To the extent that LL experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and had completely resolved within two to three months of the accident. Even so, following a purported follow up examination of LL by Demesmin, or some other health care provider acting on his behalf, on February 5, 2021 – over six months after the accident – falsely reported that LX continued to suffer from high levels of pain and range of motion deficits as the result of the minor accident, and recommended that LX return to University Pain for the continued provision of the Fraudulent Services.
- (viii) On September 21, 2020, an Insured named MH was involved in a minor automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that MH's vehicle was drivable following the accident. The police report further indicated that MH was not injured and did not complain of any pain. In keeping with the fact that MH was not seriously injured, MH did not visit any hospital emergency room following the accident. To the extent that MH experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and had completely resolved within two to three months of the accident. Even so, following a purported follow up examination of MH by Demesmin, or some other health care provider acting on his behalf, on May 7, 2021 – over seven months after the accident – falsely reported that MH continued to suffer from high levels of pain and range of motion deficits as the result of the minor accident, and recommended that MH return to NY Pain for the continued provision of the Fraudulent Services.
- (ix) On August 30, 2021, an Insured named RP was involved in a minor automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that RP's vehicle was drivable following the accident. The police report further indicated that RP was not injured and did not complain of any pain. In keeping with the fact that RP was not seriously injured, RP did not visit any hospital emergency room following the accident. To the extent that RP experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and had completely resolved within

two to three months of the accident. Even so, following a purported follow up examination of RP by Demesmin, or some other health care provider acting on his behalf, on June 8, 2022 – over nine months after the accident – falsely reported that RP continued to suffer from high levels of pain and range of motion deficits as the result of the minor accident, and recommended that RP return to NY Pain for the continued provision of the Fraudulent Services.

- (x) On November 4, 2021, an Insured named OS was involved in a minor automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that OS's vehicle was drivable following the accident. The police report further indicated that OS was not injured and did not complain of any pain. In keeping with the fact that OS was not seriously injured, OS did not visit any hospital emergency room following the accident. To the extent that OS experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and had completely resolved within two to three months of the accident. Even so, following a purported follow up examination of OS by Demesmin, or some other health care provider acting on his behalf, on May 26, 2022 – over six months after the accident – falsely reported that OS continued to suffer from high levels of pain and range of motion deficits as the result of the minor accident, and recommended that OS return to University Pain for the continued provision of the Fraudulent Services.
- (xi) On November 19, 2021, an Insured named NL was involved in a minor automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that NL's vehicle was drivable following the accident. The police report further indicated that NL was not injured and did not complain of any pain. In keeping with the fact that NL was not seriously injured, NL did not visit any hospital emergency room following the accident. To the extent that NL experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and had completely resolved within two to three months of the accident. Even so, following a purported follow up examination of NL by Khanan, or some other health care provider acting on his behalf, on January 19, 2022 – Fourteen months after the accident – falsely reported that NL continued to suffer from high levels of pain and range of motion deficits as the result of the minor accident, and recommended that NL return to Total Wellness for the continued provision of the Fraudulent Services.
- (xii) On December 26, 2021, an Insured named FZ was involved in a minor automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that FZ's vehicle was drivable following the accident. The police report further indicated that FZ was not injured and did not complain of any pain. In keeping with the fact that FZ was not seriously injured, FZ did not visit any hospital emergency room following the accident. To the extent that FZ experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and had completely resolved within two to three months of the accident. Even so, following a purported follow up

examination of FZ by Demesmin, or some other health care provider acting on his behalf, on May 19, 2022 – nearly six months after the accident – falsely reported that FZ continued to suffer from high levels of pain and range of motion deficits as the result of the minor accident, and recommended that FZ return to NY Pain for the continued provision of the Fraudulent Services.

- (xiii) On January 21, 2022, an Insured named TP was involved in a minor automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that TP's vehicle was drivable following the accident. The police report further indicated that TP was not injured and did not complain of any pain. In keeping with the fact that TP was not seriously injured, TP did not visit any hospital emergency room following the accident. To the extent that TP experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and had completely resolved within two to three months of the accident. Even so, following a purported follow up examination of TP by Khanan, or some other health care provider acting on his behalf, on February 17, 2023 – over one year after the accident – falsely reported that TP continued to suffer from high levels of pain and range of motion deficits as the result of the minor accident, and recommended that TP return to Total Wellness for the continued provision of the Fraudulent Services.
- (xiv) On August 30, 2022, an Insured named AG was involved in a minor automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that AG's vehicle was drivable following the accident. The police report further indicated that AG was not injured and did not complain of any pain. Nonetheless, AG self-presented later that same day to NYU Langone Hospital where he was briefly observed on an outpatient basis and released shortly thereafter with no serious injury diagnosis. To the extent that AG experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and had completely resolved within two to three months of the accident. Even so, following a purported follow up examination of AG by Khanan, or some other health care provider acting on his behalf, on March 20, 2023 – nearly seven months after the accident – falsely reported that AG continued to suffer from high levels of pain and range of motion deficits as the result of the minor accident, and recommended that AG return to Total Wellness for the continued provision of the Fraudulent Services.
- (xv) On October 25, 2022, an Insured named LL was involved in a minor automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that LL's vehicle was drivable following the accident. The police report further indicated that LL was not seriously injured, but he did complain of some shoulder pain. In keeping with the fact that LL was not seriously injured, LL did not visit any hospital emergency room following the accident. To the extent that LL experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and had completely resolved within two to three months of the accident. Even so, following

a purported follow up examination of LL by Khanan, or some other health care provider acting on his behalf, on March 29, 2023 – over five months after the accident – falsely reported that LL continued to suffer from high levels of pain and range of motion deficits as the result of the minor accident, and recommended that LL return to Total Wellness for the continued provision of the Fraudulent Services.

205. These are only representative examples. In the claims for follow-up examinations identified in Exhibits “1”, “2”, and “4” NY Pain, University Pain, Demesmin, Total Wellness, and Khanan routinely falsely represented that the Insureds continued to suffer from pain and other symptoms as the result of their minor automobile accidents, often long after the minor accidents occurred.

206. In the claims for follow-up examinations identified in in Exhibits “1”, “2”, and “4” NY Pain, University Pain, Demesmin, Total Wellness, and Khanan routinely falsely represented that the Insureds continued to suffer pain and other symptoms as the result of minor soft tissue injuries, long after the underlying accidents occurred, because these phony diagnoses provided a false basis for the laundry list of other Fraudulent Services that the Defendants purported to provide to the Insureds, including additional follow-up examinations and continued referrals for long-term, medically unnecessary physical therapy services, EDX testing, pain management injections, and surgical procedures.

F. The Fraudulent Charges for Electrodiagnostic Testing by University Pain, Demesmin, Total Wellness, and Khanan

207. Based upon the fraudulent, pre-determined findings and diagnoses provided during the Defendants’ initial and follow-up examinations, and the Defendants’ unlawful referral scheme, University Pain, Demesmin, Total Wellness, and Khanan purported to subject many of the Insureds in the claims identified in Exhibits “2” and “4” to a series of medically unnecessary EDX tests, specifically nerve conduction velocity (“NCV”) tests and electromyography (“EMG”) tests.

208. As set forth in Exhibits “2” and “4”, University Pain, Demesmin, Total Wellness, and Khanan then billed the EDX tests to GEICO under CPT codes 95831, 95851, 95861, 95900, 95904, and/or 95911.

209. In the claims for EDX tests identified in Exhibits “2” and “4”, the charges for the EDX tests were fraudulent in that the EDX tests were medically unnecessary and were performed – to the extent that they were performed at all – pursuant to the phony boilerplate “findings” and “diagnoses” that the Defendants purported to provide during their phony initial and follow-up examinations, and the Defendants’ unlawful referral scheme.

210. Moreover, in the claims for EDX tests identified in Exhibits “2” and “4”, the charges for the EDX tests were fraudulent in that they misrepresented University Pain, Demesmin, Total Wellness, and Khanan’s eligibility to collect PIP Benefits in the first instance.

211. In fact, University Pain, Demesmin, Total Wellness, and Khanan never were eligible to collect PIP Benefits in connection with the claims identified in Exhibits “2” and “4”, because – as a result of the fraudulent and unlawful conduct described herein – University Pain, Demesmin, Total Wellness, and Khanan, and the EDX tests, were not in compliance with all significant laws and regulations governing health care practice and/or licensing laws in New York and New Jersey.

1. The Human Nervous System and Electrodiagnostic Testing

212. The human nervous system is composed of the brain, spinal cord, spinal nerve roots, and peripheral nerves that extend throughout the body, including through the arms and legs and into the hands and feet. Two primary functions of the nervous system are to collect and relay sensory information through the nerve pathways into the spinal cord and up to the brain, and to

transmit signals from the brain into the spinal cord and through the peripheral nerves to initiate muscle activity throughout the body.

213. The nerves responsible for collecting and relaying sensory information to the brain are called sensory nerves, and the nerves responsible for transmitting signals from the brain to initiate muscle activity throughout the body are called motor nerves. The peripheral nervous system consists of both sensory and motor nerves. They carry electrical impulses throughout the body, from the spinal cord and extending, for example, into the hands and feet through the arms and legs.

214. The segments of nerves closest to the spine and through which impulses travel between the peripheral nerves and the spinal cord are called the nerve roots. A “pinched” nerve root is called a radiculopathy, and can cause various symptoms including pain, altered sensation, altered reflexes on examination, and loss of muscle control.

215. EMG and NCV tests are forms of electrodiagnostic tests, and purportedly were provided by University Pain, Demesmin, Total Wellness, and Khanan because they were medically necessary to determine whether the Insureds had radiculopathies.

216. The American Association of Neuromuscular Electrodiagnostic Medicine (“AANEM”), which consists of thousands of neurologists and physiatrists and is dedicated solely to the scientific advancement of neuromuscular medicine, has adopted a recommended policy (the “Recommended Policy”) regarding the optimal use of electrodiagnostic medicine in the diagnosis of various forms of neuropathies, including radiculopathies.

217. The Recommended Policy accurately reflects the demonstrated utility of various forms of electrodiagnostic tests, and has been endorsed by two other premier professional medical

organizations, the American Academy of Neurology and the American Academy of Physical Medicine and Rehabilitation.

2. The Fraudulent NCV Tests

218. NCV tests are non-invasive tests in which peripheral nerves in the arms and legs are stimulated with an electrical impulse to cause the nerve to depolarize. The depolarization, or “firing,” of the nerve is transmitted, measured and recorded with electrodes attached to the surface of the skin. An EMG/NCV machine then documents the timing of the nerve response (the “latency”), the magnitude of the response (the “amplitude”), and the speed at which the nerve conducts the impulse over a measured distance from one stimulus location to another (the “conduction velocity”).

219. In addition, the EMG/NCV machine displays the changes in amplitude over time as a “waveform.” The amplitude, latency, velocity, and shape of the response then should be compared with well-defined normal values to identify the existence, nature, extent, and specific location of any abnormalities in the sensory and motor nerve fibers.

220. There are several motor and sensory peripheral nerves in the arms and legs that can be tested with NCV tests. Moreover, most of these peripheral nerves have both sensory and motor nerve fibers, either or both of which can be tested with NCV tests.

221. F-wave and H-reflex studies are additional types of NCV tests that may be conducted in addition to the sensory and motor nerve NCV tests. F-wave and H-reflex studies generally are used to derive the time required for an electrical impulse to travel from a stimulus site on a nerve in the peripheral part of a limb, up to the spinal cord, and then back again. The motor and sensory NCV studies are designed to evaluate nerve conduction in nerves within a limb.

222. According to the Recommended Policy, the maximum number of NCV tests necessary to diagnose a radiculopathy in 90 percent of all patients is: (i) NCV tests of three motor nerves; (ii) NCV tests of two sensory nerves; and (iii) two H-reflex studies.

223. In an attempt to extract the maximum billing out of each Insured who supposedly received NCV tests, University Pain, Demesmin, Total Wellness, and Khanan routinely purported to test far more nerves per patient than recommended by the Recommended Policy. Specifically, to maximize the fraudulent charges that they could submit to GEICO and other insurers University Pain, Demesmin, Total Wellness, and Khanan routinely purported to perform and/or provide: (i) NCV tests of 4-8 motor nerves; (ii) NCV tests of 6-10 sensory nerves; as well as (iii) multiple F-wave studies.

224. For example:

- (i) On July 8, 2019, Total Wellness and Khanan purported to provide 4 motor nerve NCV tests, 6 sensory nerve NCV tests to an Insured named SC, supposedly to determine whether SC suffered from a radiculopathy.
- (ii) On October 17, 2019, Total Wellness and Khanan purported to provide 4 motor nerve NCV tests, 6 sensory nerve NCV tests to an Insured named YM, supposedly to determine whether YM suffered from a radiculopathy.
- (iii) On January 23, 2020, University Pain and Demesmin purported to provide 4 motor nerve NCV tests, 4 sensory nerve NCV tests, and multiple F-wave studies and H-reflex studies to an Insured named RK, supposedly to determine whether RK suffered from a radiculopathy.
- (iv) On October 19, 2020, Total Wellness and Khanan purported to provide 4 motor nerve NCV tests, 6 sensory nerve NCV tests to an Insured named CH, supposedly to determine whether CH suffered from a radiculopathy.
- (v) On November 30, 2020, Total Wellness and Khanan purported to provide 4 motor nerve NCV tests, 6 sensory nerve NCV tests to an Insured named SL, supposedly to determine whether SL suffered from a radiculopathy.
- (vi) On February 8, 2021, Total Wellness and Khanan purported to provide 4 motor nerve NCV tests, 6 sensory nerve NCV tests to an Insured named SL, supposedly to determine whether SL suffered from a radiculopathy.

- (vii) On February 26, 2021, University Pain and Demesmin purported to provide 4 motor nerve NCV tests, 6 sensory nerve NCV tests, and multiple F-wave studies to an Insured named MA, supposedly to determine whether MA suffered from a radiculopathy.
- (viii) On December 16, 2021, University Pain and Demesmin purported to provide 4 motor nerve NCV tests, 6 sensory nerve NCV tests to an Insured named OA, and then on January 27, 2022, Demesmin purported to provide 4 more motor nerve NCV tests and 4 more sensory nerve NCV tests for a total of 8 motor nerve NCV tests and 10 sensory nerve NCV tests and multiple H-reflex studies over a period of six weeks, supposedly to determine whether OA suffered from a radiculopathy.
- (ix) On March 31, 2022, University Pain and Demesmin purported to provide 4 motor nerve NCV tests, 6 sensory nerve NCV tests to an Insured named RR, and then on April 21, 2022, Demesmin purported to provide 4 more motor nerve NCV tests, and 4 more sensory nerve NCV tests for a total of 8 motor nerve NCV tests and 10 sensory nerve NCV tests over a period of three weeks, supposedly to determine whether RR suffered from a radiculopathy.
- (x) On May 26, 2022, University Pain and Demesmin, or some other health care provider acting on his behalf, purported to provide 4 motor nerve NCV tests, 6 sensory nerve NCV tests to an Insured named MW, supposedly to determine whether MW suffered from a radiculopathy.

225. These are only representative examples. In the substantial majority of the claims for NCV tests identified in Exhibits “2” and “4”, University Pain, Demesmin, Total Wellness, and Khanan routinely purported to perform and/or provide an excessive number of NCV tests to the Insureds, ostensibly to determine whether the Insureds suffered from radiculopathies.

226. University Pain, Demesmin, Total Wellness, and Khanan routinely purported to provide and/or perform NCVs on far more nerves than recommended by the Recommended Policy so as to maximize the fraudulent charges that they could submit to GEICO and other insurers, not because the NCVs were medically necessary to determine whether the Insureds had radiculopathies.

227. Furthermore, the decision of which peripheral nerves to test in each limb and whether to test the sensory fibers, motor fibers, or both sensory and motor fibers in any such peripheral nerve must be tailored to each patient's unique circumstances.

228. In a legitimate clinical setting, this decision is determined based upon a history and physical examination of the individual patient, as well as the real-time results obtained as the NCV tests are performed on particular peripheral nerves and their sensory and/or motor fibers. As a result, the nature and number of the peripheral nerves and the type of nerve fibers tested with NCV tests should vary from patient-to-patient.

229. This concept is emphasized in the Recommended Policy, which states that:

EDX studies [such as NCVs] are individually designed by the electrodiagnostic consultant for each patient. The examination design is dynamic and often changes during the course of the study in response to new information obtained.

230. This concept also is emphasized in the CPT Assistant, which states that "Pre-set protocols automatically testing a large number of nerves are not appropriate."

231. University Pain, Demesmin, Total Wellness, and Khanan did not tailor the NCVs they purported to perform and/or provide to the unique circumstances of each individual Insured.

232. Instead, University Pain, Demesmin, Total Wellness, and Khanan applied a fraudulent "protocol" and purported to perform and/or provide NCVs on the same peripheral nerves and nerve fibers in virtually all of the claims identified in Exhibits "2" and "4".

233. Specifically, in virtually every claim for NCV testing identified in Exhibits "2" and "4", University Pain, Demesmin, Total Wellness, and Khanan purported to test some combination of the following peripheral nerves and nerve fibers – and, in many cases, all of them – for each Insured to whom they purported to provide NCV tests:

- (i) left and right median motor nerves;

- (ii) left and right peroneal motor nerves;
- (iii) left and right tibial motor nerves;
- (iv) left and right ulnar motor nerves;
- (v) left and right median sensory nerves;
- (vi) left and right radial sensory nerves;
- (vii) left and right sural sensory nerves; and
- (viii) left and right ulnar sensory nerves

234. The cookie-cutter approach to the University Pain, Demesmin, Total Wellness, and Khanan purported to provide to Insureds clearly was not based on medical necessity. Instead, the cookie-cutter approach to the NCVs was designed solely to maximize the charges that University Pain, Demesmin, Total Wellness, and Khanan could submit to GEICO and other insurers, and to maximize their ill-gotten profits.

3. The Fraudulent EMG Tests

235. EMGs involve insertion of a needle into various muscles in the spinal area (“paraspinal muscles”) and in the arms and/or legs to measure electrical activity in each such muscle. The electrical activity in each muscle tested is compared with well-defined norms to identify the existence, nature, extent, and specific location of any abnormalities in the muscles, peripheral nerves, and nerve roots.

236. There are many different muscles in the arms and legs that can be tested using EMGs. The decision of how many limbs and which muscles to test in each limb should be tailored to each patient’s unique circumstances. In a legitimate clinical setting, this decision is based upon a history and physical examination of each individual patient, as well as the real-time results obtained from the EMGs as they are performed on each specific muscle. As a result, the number

of limbs as well as the nature and number of the muscles tested through EMGs should vary from patient-to-patient.

237. University Pain, Demesmin, Total Wellness, and Khanan did not tailor the EMGs they purported to provide and/or perform to the unique circumstances of each patient. Instead, they routinely tested the same muscles in the same limbs repeatedly, without regard for individual patient presentation.

238. According to the Recommended Policy, the maximum number of EMG tests necessary to diagnose a radiculopathy in 90 percent of all patients is EMG tests of two limbs.

239. Even if there were any need for the EMG tests that University Pain, Demesmin, Total Wellness, and Khanan purported to provide, and there was not, the nature and number of the EMGs that University Pain, Demesmin, Total Wellness, and Khanan purported to provide frequently grossly exceeded the maximum number of such tests – i.e., EMGs of two limbs – that should have been necessary in at least 90 percent of all patients with a suspected diagnosis of radiculopathy.

240. For example:

- (i) On January 15, 2015, Total Wellness and Khanan purported to provide a two-limb EMG to an Insured named JM, and then on February 12, 2015, Khanan purported to provide JM with an additional two-limb EMG for a total of an EMG conducted on four limbs over a one-month span, supposedly to determine whether JM suffered from a radiculopathy.
- (ii) On December 28, 2015, Total Wellness and Khanan purported to provide a two-limb EMG to an Insured named LH, and then on January 13, 2016, Khanan purported to provide LH with an additional two-limb EMG for a total of an EMG conducted on four limbs over a two-week span, supposedly to determine whether LH suffered from a radiculopathy.
- (iii) On January 13, 2016, Total Wellness and Khanan purported to provide a two-limb EMG to an Insured named GP, and then on January 27, 2016, Khanan purported to provide GP with an additional two-limb EMG for a total of an EMG conducted on four limbs over a two-week span, supposedly to determine whether GP suffered

from a radiculopathy.

- (iv) On September 28, 2016, Total Wellness and Khanan purported to provide a two-limb EMG to an Insured named JP, and then on September 28, 2016, Khanan purported to provide JP with an additional two-limb EMG for a total of an EMG conducted on four limbs over a one-month span, supposedly to determine whether JP suffered from a radiculopathy.
- (v) On March 22, 2017, Total Wellness and Khanan purported to provide a two-limb EMG to an Insured named MB, and then on April 12, 2017, Khanan purported to provide MB with an additional two-limb EMG for a total of an EMG conducted on four limbs over a two-week span, supposedly to determine whether MB suffered from a radiculopathy.
- (vi) On October 23, 2020, University Pain, Desmesmin, or some other health care provider acting on his behalf and at his direction, purported to provide a two-limb EMG to an Insured named AH, and then on November 20, 2020, Desmesmin, or some other health care provider acting on his behalf and at his direction purported to provide AH with an additional two-limb EMG for a total of an EMG conducted on four limbs over a one-month span, supposedly to determine whether AH suffered from a radiculopathy.
- (vii) On March 26, 2021, University Pain, Desmesmin, or some other health care provider acting on his behalf and at his direction, purported to provide a two-limb EMG to an Insured named MA, and then on April 23, 2021, Desmesmin, or some other health care provider acting on his behalf and at his direction purported to provide MA with an additional two-limb EMG for a total of an EMG conducted on four limbs over a four-week span, supposedly to determine whether MA suffered from a radiculopathy.
- (viii) On December 16, 2021, University Pain, Desmesmin, or some other health care provider acting on his behalf and at his direction, purported to provide a two-limb EMG to an Insured named OA, and then on January 27, 2021, Desmesmin, or some other health care provider acting on his behalf and at his direction purported to provide OA with an additional two-limb EMG for a total of an EMG conducted on four limbs over a six-week span, supposedly to determine whether OA suffered from a radiculopathy.
- (ix) On March 31, 2022, University Pain, Desmesmin, or some other health care provider acting on his behalf and at his direction, purported to provide a two-limb EMG to an Insured named RR, and then on April 21, 2022, Desmesmin, or some other health care provider acting on his behalf and at his direction purported to provide RR with an additional two-limb EMG for a total of an EMG conducted on four limbs over a three-week span, supposedly to determine whether RR suffered from a radiculopathy.

- (x) On April 21, 2022, University Pain, Desmesmin, or some other health care provider acting on his behalf and at his direction, purported to provide a two-limb EMG to an Insured named AP, and then on May 26, 2022, Desmesmin, or some other health care provider acting on his behalf and at his direction purported to provide AP with an additional two-limb EMG for a total of an EMG conducted on four limbs over a five-week span, supposedly to determine whether AP suffered from a radiculopathy.

241. In the substantial majority of the EMG claims identified in Exhibits “2” and “4”, University Pain, Demesmin, Total Wellness, and Khanan purported to provide and/or perform EMGs on muscles in all four limbs of the Insureds solely to maximize the profits that they could reap from each such Insured.

4. The Fraudulent Radiculopathy Diagnoses

242. Radiculopathies are relatively rare in motor vehicle accident victims, occurring in – at most – only 19 percent of accident victims according to a large-scale, peer-reviewed 2009 study conducted by Randall L. Braddom, M.D., Michael H. Rivner, M.D., and Lawrence Spitz, M.D. and published in Muscle & Nerve, the official journal of the AANEM.

243. Furthermore, the cohort of accident victims considered in the study by Drs. Braddom, Rivner, and Spitz had been referred to a tertiary EDX testing laboratory at a major university teaching hospital, and therefore represented a more severely injured group of patients than the Insureds whom University Pain, Demesmin, Total Wellness, and Khanan purported to treat.

244. As a result, the frequency of radiculopathy in all motor vehicle accident victims – not only those who have relatively serious injuries that require referral to a major hospital EDX laboratory – is significantly lower than 19 percent.

245. As set forth above, the substantial majority of the Insureds whom University Pain, Demesmin, Total Wellness, and Khanan purportedly treated did not suffer any serious medical problems as the result of any automobile accident, much less any radiculopathies.

246. Even so, in the EMG and NCV claims identified in Exhibits “2” and “4”, University Pain, Demesmin, Total Wellness, and Khanan falsely purported to identify radiculopathies in the substantial majority of the Insureds to whom they purported to provide EMG and NCV testing.

247. University Pain, Demesmin, Total Wellness, and Khanan purported to arrive at their pre-determined radiculopathy “diagnoses” in order to create the appearance of severe injuries and thereby provide a false justification for the laundry-list of medically unnecessary Fraudulent Services that the Defendants purported to provide.

G. The Fraudulent Charges for Pain Management Injections by NY Pain, University Pain, and Demesmin

248. As set forth in Exhibits “1” and “2”, pursuant to the Defendants’ unlawful referral scheme, and based upon the phony, boilerplate “diagnoses” that NY Pain, University Pain, and Demesmin provided during their fraudulent examinations and EDX tests, NY Pain, University Pain, and Demesmin purported to subject many Insureds to a series of medically unnecessary pain management injections, including but not limited to epidural injections, facet injections, and medial branch blocks, often purportedly performed under fluoroscopic guidance or with epidurography.

249. As set forth in Exhibits “1” and “2”, NY Pain, University Pain, and Demesmin then billed the pain management injections to GEICO under CPT codes 62287, 62290, 62310, 62321, 62323, 64483, 64484, 64490, 64491, 64492, 64493, 64494, 64495, among other codes.

250. Demesmin purported to personally administer the majority of the pain management injections in the claims identified in Exhibits “1” and “2”.

251. Like the charges for the other Fraudulent Services, the charges for the pain management injections identified in Exhibits “1” and “2” were fraudulent in that the injections were medically unnecessary, and were performed pursuant to the Defendants’ unlawful referral scheme, and the phony, boilerplate “diagnoses” that NY Pain, University Pain, and Demesmin provided to the Insureds at the conclusion of the putative examinations.

252. Moreover, in the claims for pain management injections identified in Exhibits “1” and “2”, the charges for the pain management injections were fraudulent in that they misrepresented NY Pain, University Pain, and Demesmin’s eligibility to collect PIP Benefits in the first instance.

253. In fact, NY Pain, University Pain, and Demesmin never were eligible to collect PIP Benefits in connection with the claims identified in Exhibits “1” and “2”, because – as a result of the fraudulent scheme described herein – neither they nor the injections were in compliance with all significant laws and regulations governing health care practice in New Jersey.

1. Basic, Legitimate Use of Pain Management Injections

254. Generally, when a patient presents with a soft tissue injury such as a sprain or strain secondary to an automobile accident, the initial standard of care is conservative treatment comprised of rest, ice, compression, and – if applicable – elevation of the affected body part.

255. If that sort of conservative treatment does not resolve the patient’s symptoms, the standard of care can include other conservative treatment modalities such as chiropractic treatment, physical therapy, and the use of pain management medication.

256. The substantial majority of soft tissue injuries such as sprains and strains will resolve over a period of weeks through this sort of conservative treatment, or no treatment at all.

2. The Medically Unnecessary Pain Management Injections

257. As set forth above, virtually all of the Insureds in the claims identified in Exhibits “1” and “2” were involved in relatively minor accidents.

258. To the limited extent that the Insureds in the claims identified in Exhibits “1” and “2” experienced any injuries at all in their minor accidents, the injuries virtually always were minor soft tissue injuries such as sprains and strains.

259. By the time the Insureds in the claims identified in Exhibits “1” and “2” presented to NY Pain, University Pain, and Demesmin for treatment, they either had no presenting problems at all or their presenting problems consisted of minor sprains and strains that were in the process of being resolved through conservative treatment, or without any treatment at all.

260. Even so, in the claims for pain management injections identified in Exhibits “1” and “2”, NY Pain, University Pain, and Demesmin routinely provided pain management injections to Insureds who did not have any serious symptoms secondary to any automobile accident that legitimately would warrant the injections.

261. For example:

- (i) On December 18, 2017, an Insured named MD was involved in a minor automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that MD’s vehicle was drivable following the accident. The police report further indicated that MD was not injured and did not complain of any pain. In keeping with the fact that MD was not seriously injured, MD did not visit any hospital emergency room following the accident. To the extent that MD experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and had completely resolved within two to three months of the accident. Even so, University Pain, Demesmin, or some other health care provider acting on his behalf and at his direction, purported to provide MD with medically unnecessary facet injections on August 27, 2019, and additional facet injections on January 7, 2020. The medically unnecessary injections were administered over two years after MD’s accident, long after any legitimate symptoms MD may have experienced as the result of the accident had resolved.
- (ii) On May 17, 2018, an Insured named OS was involved in a minor automobile accident. The contemporaneous police report indicated that the accident was a low-

speed, low-impact collision, and that OS's vehicle was drivable following the accident. The police report further indicated that OS was not injured and did not complain of any pain. In keeping with the fact that OS was not seriously injured, OS did not visit any hospital emergency room following the accident. To the extent that OS experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and had completely resolved within two to three months of the accident. Even so, University Pain, Demesmin, or some other health care provider acting on his behalf and at his direction, purported to provide OS with medically unnecessary epidural steroid injections on December 10, 2018, and additional an epidural steroid injection on February 5, 2019. The medically unnecessary injections were administered over eight months after OS's accident, long after any legitimate symptoms OS may have experienced as the result of the accident had resolved.

- (iii) On October 30, 2020, an Insured named SE was involved in a minor automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that SE's vehicle was drivable following the accident. The police report further indicated that SE was not injured and did not complain of any pain. In keeping with the fact that SE was not seriously injured, SE did not visit any hospital emergency room following the accident. To the extent that OS experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and had completely resolved within two to three months of the accident. Even so, NY Pain, Demesmin, or some other health care provider acting on his behalf and at his direction, purported to provide SE with medically unnecessary epidural steroid injections on May 13, 2021. The medically unnecessary injections were administered over six months after SE's accident, long after any legitimate symptoms SE may have experienced as the result of the accident had resolved.
- (iv) On February 20, 2021, an Insured named JC was involved in a minor automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that JC's vehicle was drivable following the accident. The police report further indicated that JC was not injured and did not complain of any pain. In keeping with the fact that JC was not seriously injured, JC did not visit any hospital emergency room following the accident. To the extent that JC experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and had completely resolved within two to three months of the accident. Even so, NY Pain, Demesmin, or some other health care provider acting on his behalf and at his direction, purported to provide JC with medically unnecessary epidural steroid injections on July 22, 2021, and additional an epidural steroid injection on August 21, 2021. The medically unnecessary injections were administered over six months after JC's accident, long after any legitimate symptoms JC may have experienced as the result of the accident had resolved.

- (v) On November 4, 2021, an Insured named OS was involved in a minor automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that OS's vehicle was drivable following the accident. The police report further indicated that OS was not injured and did not complain of any pain. In keeping with the fact that OS was not seriously injured, OS did not visit any hospital emergency room following the accident. To the extent that OS experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and had completely resolved within two to three months of the accident. Even so, University Pain, Demesmin, or some other health care provider acting on his behalf and at his direction, purported to provide OS with medically unnecessary epidural steroid injections on April 26, 2022. The medically unnecessary injections were administered nearly six months after OS's accident, long after any legitimate symptoms OS may have experienced as the result of the accident had resolved.

262. These are only representative examples. In the claims for pain management injections identified in Exhibits "1" and "2", NY Pain, University Pain, and Demesmin routinely purported to provide medically unnecessary pain management injections to Insureds, despite the fact that the Insureds had not suffered any injuries in their accidents that would warrant the injections.

263. NY Pain, University Pain, and Demesmin's pre-determined treatment protocol, including subjecting patients to medically unwarranted pain management injections, was designed and employed by NY Pain, University Pain, and Demesmin solely to maximize the potential charges that they could submit, and cause to be submitted, to GEICO, rather than to treat or otherwise benefit the Insureds who purportedly were subjected to the injections.

H. The Fraudulent Charges for Physical Therapy Services Total Wellness and Khanan

264. As set forth above, to the extent that the Insureds in the claims identified in Exhibit "4" suffered any health care problems at all as the result of their minor automobile accidents, the problems virtually always were limited to ordinary soft tissue injuries such as sprains and strains.

265. The vast majority of soft tissue injuries such as sprains and strains resolve after a short course of conservative treatment, or no treatment at all.

266. Accordingly, Khanan knew that – unless he could create a false basis to provide long-term, medically unnecessary physical therapy services to the Insureds in the claims identified in Exhibit “4” – his ability to provide such long-term, medically unnecessary physical therapy services would be limited, inasmuch as he would not be able to demonstrate that the Insureds required additional physical therapy services beyond an initial short course of conservative treatment.

267. Accordingly, and as set forth above, Total Wellness and Khanan entered into a secret agreement with NY Pain, University Pain, and Demesmin, whereby:

- (i) Total Wellness and Khanan would cause Insureds to be referred to NY Pain, University Pain, and Demesmin for expensive and medically unnecessary/excessive examinations, EDX tests, pain management services, and/or surgical procedures despite the Insureds’ lack of any genuine presenting problems that would warrant those services; and
- (ii) as compensation for the medically unnecessary referrals, NY Pain, University Pain, and Demesmin would – among other things – cause the Insureds to be falsely diagnosed with continuing pain and related symptoms, to provide a false justification for the medically unnecessary physical therapy services that Total Wellness and Khanan already had provided, and a false justification for Total Wellness and Khanan to provide many more weeks or months of continued, medically unnecessary physical therapy services.

268. As set forth above, in keeping with the fact that the return referrals from NY Pain, University Pain, and Demesmin were not predicated on medical necessity, and instead were illegal compensation for the initial referrals, the Defendants’ own records frequently indicated that the Total Wellness and Khanan’s prior physical therapy services had not been effective in treating the Insureds’ supposed complaints.

269. Even so, in the claims identified in Exhibit “4”, Total Wellness and Khanan routinely used the return referrals from NY Pain, University Pain, and Demesmin as a false basis to bill GEICO for months of medically unnecessary physical therapy services.

270. Total Wellness and Khanan typically billed the putative physical therapy services to GEICO under CPT codes 97010, 97014, 97110, and 97124.

271. Like the charges for the other Fraudulent Services, the charges for the physical therapy services were fraudulent in that the services were medically unnecessary and were performed – to the extent that they were performed at all – pursuant to the Defendants’ pre-determined treatment protocol in order to maximize the potential charges they could submit to GEICO, not to treat or otherwise benefit the Insureds who were subjected to them.

272. Further, in the claims for physical therapy services identified in Exhibit “4”, the charges for the physical therapy services were fraudulent in that they misrepresented Total Wellness and Khanan’s eligibility to collect PIP Benefits in the first instance.

273. In fact, Total Wellness and Khanan were never eligible to collect PIP Benefits in connection with the claims identified in Exhibit “4”, because, as a result of the fraudulent scheme described herein, neither Total Wellness, Khanan, nor the treatments were in compliance with relevant laws and regulations governing health care practice and/or licensing laws.

274. What is more, and as set forth above, many of the Insureds in the claims identified in Exhibit “4” were involved in relatively minor accidents, thus, to the extent that the Insureds suffered any health care problems at all as the result of their minor automobile accidents, the problems virtually always were limited to ordinary soft tissue injuries such as sprains and strains.

275. The vast majority of soft tissue injuries such as sprains and strains resolve after a short course of conservative treatment, or no treatment at all.

276. Nonetheless, in many of the claims for physical therapy treatments identified in Exhibit “4”, Total Wellness and Khanan routinely purported to provide medically unnecessary physical therapy treatments to Insureds who had been involved in relatively minor automobile

accidents – and who had not suffered any injury more serious than a sprain, strain, or similar soft tissue injury – for months after the underlying accidents, and long after any attendant soft tissue pain or other symptoms attendant to the automobile accidents would have resolved.

277. For example:

- (i) On January 9, 2020, an Insured named HK was involved in a minor automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that HK's vehicle was drivable following the accident. The police report further indicated that HK was not injured and did not complain of any pain. Nonetheless, HK presented later that same day to Nassau University Medical Center where he was briefly observed on an outpatient basis and released shortly thereafter with no serious injury diagnosis. To the extent that HK experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, improved over time, and they did not require over twenty-three months of physical therapy services. Even so, between January 2020 and December 2021, Total Wellness and Khanan purported to provide HK with over twenty-three months of purported physical therapy "treatment" at Total Wellness.
- (ii) On February 20, 2021, an Insured named JC was involved in a minor automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that JC's vehicle was drivable following the accident. The police report further indicated that JC was not injured and did not complain of any pain. In keeping with the fact that JC was not seriously injured, JC did not visit any hospital emergency room following the accident. To the extent that JC experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, improved over time, and they did not require over seven months of physical therapy services. Even so, between March 2021 and November 2021, Total Wellness and Khanan purported to provide JC with over seven months of purported physical therapy "treatment" at Total Wellness.
- (iii) On January 21, 2022, an Insured named TP was involved in a minor automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that TP's vehicle was drivable following the accident. The police report further indicated that TP was not injured and did not complain of any pain. In keeping with the fact that TP was not seriously injured, TP did not visit any hospital emergency room following the accident. To the extent that TP experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, improved over time, and they did not require over one year of physical therapy services. Even so, between February 2022 and February 2023, Total Wellness and Khanan purported to provide TP with over one year of purported physical therapy "treatment" at Total Wellness.

- (iv) On June 8, 2022, an Insured named AT was involved in a minor automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that AT's vehicle was drivable following the accident. The police report further indicated that AT was not seriously injured, but he did complain of some shoulder pain. In keeping with the fact that AT was not seriously injured, AT did not visit any hospital emergency room following the accident. To the extent that AT experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, improved over time, and they did not require over ten months of physical therapy services. Even so, between June 2022 and April 2023, Total Wellness and Khanan purported to provide AT with over ten months of purported physical therapy "treatment" at Total Wellness.

- (v) On October 25, 2022, an Insured named LL was involved in a minor automobile accident. The contemporaneous police report indicated that the accident was a low-speed, low-impact collision, and that LL's vehicle was drivable following the accident. The police report further indicated that LL was not seriously injured, but he did complain of some shoulder pain. In keeping with the fact that LL was not seriously injured, LL did not visit any hospital emergency room following the accident. To the extent that LL experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, improved over time, and they did not require nearly six months of physical therapy services. Even so, between October 2022 and April 2023, Total Wellness and Khanan purported to provide LL with nearly six months of purported physical therapy "treatment" at Total Wellness.

278. These are only representative examples. In the claims that are identified in Exhibit "4", Total Wellness and Khanan frequently recommended and purported to provide medically unnecessary physical therapy treatment to Insureds who had been involved in relatively minor accidents – and who had not suffered any injury more serious than a sprain, strain, or similar soft tissue injury – for months after the underlying accidents, and long after any attendant soft tissue pain or other symptoms attendant to the automobile accidents would have resolved.

I. University Pain, Stemme, and Demesmin's Illegal Self-Referrals for Pain Management Injections

279. Not only did University Pain and Demesmin fraudulently submit inflated charges for medically unnecessary services, but many of University Pain, Stemme, and Demesmin's

charges were the product of illegal self-referrals between and among University Pain, Demesmin, and Stemmee.

280. As set forth above, the Codey Law provides – in substance – that a “practitioner” may not refer a patient to a “health care service” in which the practitioner has a “significant beneficial interest”. See N.J.S.A. 45:9-22.5.

281. In the context of the Codey Law, Demesmin – who is a licensed physician – was a “practitioner[]”. See N.J.S.A. 45:9-22.4.

282. In the context of the Codey Law, University Pain and Stemmee were “health care services”, in that they were “business entit[ies] which provide[d] on an inpatient or outpatient basis: ... diagnosis or treatment of human disease or dysfunction” Id.

283. In the context of the Codey Law, Demesmin – who owned University Pain and Stemmee – had a “significant beneficial interest” in all three of University Pain and Stemmee. Id.

284. In the context of the Codey Law, Stemmee was an “surgical practice registered with the Department of Health”.

285. Notwithstanding his respective significant beneficial/ownership interests in University Pain and Stemmee, Demesmin routinely self-referred – or directed his employees to self-refer – Insureds to University Pain and Stemmee for medically unnecessary pain management injections.

286. Following Demesmin’s self-referral of Insureds to University Pain and Stemmee for medically unnecessary pain management injections, GEICO would receive two separate bills, one for the injections which were billed through University Pain and a separate bill for surgical facility fees attendant to the injections which were billed through Stemmee.

287. These self-referrals violated the Codey Law, inasmuch as none of the exceptions to the Codey Law applied to these self-referrals.

288. The exception in the Codey Law, for “medical treatment or a procedure that is provided at the practitioner’s medical office”, did not apply to the self-referrals for these injections because the injections were performed at Stemme, which was a surgical facility, not Demesmin’s medical office.

289. Nor did the ASC Exception apply to these self-referrals, because the pain management injections did not legitimately qualify as ambulatory surgery or procedures requiring or involving the use of anesthesia. To the contrary, all of the anesthesia services attendant to University Pain’s pain management injections – i.e., sedation – were medically unnecessary.

290. For example, in a legitimate clinical setting, pain management injections such as epidural injections and facet joint injections generally do not require anesthesia.

291. Indeed, according to a review of the literature published in *Pain Physician*, the official journal of the American Society of Interventional Pain Physicians, “[m]ost practice guidelines discourage the routine use of sedation for interventional pain procedures.” See Smith, Howard, M.D., *Evaluation of Intravenous Sedation on Diagnostic Spinal Injection Procedures*, *Pain Physician* 2013.

292. Along similar lines, the American Society of Anesthesiologists has specified that “the majority of minor pain procedures, under most routine circumstances, do not require anesthesia care other than local anesthesia. Such procedures include epidural steroid injections, epidural blood patch, trigger point injections, sacroiliac joint injections, bursal injections, and occipital nerve block and facet joint injections.” See American Society of Anesthesiologists,

“Statement on Anesthetic Care during Interventional Pain Procedures for Adults”, October 20, 2010.

293. Sedation generally is unwarranted in the context of interventional pain procedures such as pain management injections because the risk attendant to sedation outweighs any prospective benefit to the patient.

294. Not only can sedation itself induce adverse events, including death, but patients receiving pain management injections should remain awake and alert to warn the treating physician of adverse events relating to the underlying injections.

295. Nonetheless, Demesmin routinely and unlawfully self-referred GEICO Insureds to University Pain and Stemmee to receive pain management injections, including but not limited to the following self-referrals of the following Insureds:

- (i) On or about February 1, 2019, an Insured named AA.
- (ii) On or about February 8, 2019, an Insured named MC.
- (iii) On or about April 8, 2019, an Insured named CD.
- (iv) On or about October 15, 2019, an Insured named SA.
- (v) On or about December 13, 2019, an Insured named MD.
- (vi) On or about December 16, 2019, an Insured named EM.
- (vii) On or about January 4, 2021, an Insured named MA.
- (viii) On or about October 11, 2021, an Insured named MS.
- (ix) On or about February 2, 2022, an Insured named RR.
- (x) On or about April 14, 2022, an Insured named OS.

296. These are only representative examples of Demesmin’s illegal self-referrals to University Pain and Stemmee.

297. Following a substantial majority of these self-referrals, GEICO received two separate bills from Demesmin and his entities: a bill from University Pain for the pain management injections themselves, and a bill for a facility fee from Stemmee.

III. The Fraudulent Billing Submitted to GEICO

298. To support their fraudulent charges, the Defendants systematically submitted or caused to be submitted thousands of bills and treatment reports through NY Pain, University Pain, and Total Wellness, containing thousands of fraudulent charges, seeking payment for the Fraudulent Services for which they were not entitled to receive payment.

299. The bills and treatment reports were false and misleDemesming in the following material respects:

- (i) The bills and treatment reports submitted or caused to be submitted by the Defendants uniformly misrepresented to GEICO that the Defendants were in compliance with all significant statutory and regulatory requirements governing health care practice and/or licensing laws, and therefore were eligible to receive PIP reimbursement. In fact, for the reasons set forth herein, the Defendants were not in compliance with all significant statutory and regulatory requirements governing health care practice in New York and New Jersey and/or licensing laws, and therefore were not eligible to receive PIP reimbursement.
- (ii) The bills and treatment reports submitted or caused to be submitted by the Defendants uniformly misrepresented to GEICO that the Fraudulent Services were provided in compliance with all significant statutory and regulatory requirements governing health care practice in New York and New Jersey and/or licensing laws, and therefore were eligible for PIP reimbursement. In fact, for the reasons set forth herein, the Fraudulent Services were not provided in compliance with all significant statutory and regulatory requirements governing health care practice in New York and New Jersey and/or licensing laws, and therefore were not eligible for PIP reimbursement.
- (iii) The bills and treatment reports submitted or caused to be submitted by the Defendants uniformly misrepresented to GEICO that the Fraudulent Services were medically necessary and, in many cases, misrepresented to GEICO that the Fraudulent Services actually were performed in the first instance. In fact, the Fraudulent Services frequently were not performed at all and, to the extent that they were performed, they were not medically necessary and were performed as part of a pre-determined fraudulent treatment, referral, and billing protocol designed

solely to financially enrich the Defendants, not to benefit the Insureds who supposedly were subjected to it.

- (iv) The bills and treatment reports submitted or caused to be submitted by the Defendants misrepresented and exaggerated the level of the Fraudulent Services, the nature of the Fraudulent Services that purportedly were provided, the results of the Fraudulent Services, and the reimbursable amounts for the Fraudulent Services.

IV. The Defendants' Fraudulent Concealment and GEICO's Justifiable Reliance

300. The Defendants legally and ethically were obligated to act honestly and with integrity in connection with the billing that they submitted, or caused to be submitted, to GEICO.

301. To induce GEICO to promptly pay the fraudulent charges for the Fraudulent Services, the Defendants systemically concealed their fraud and went to great lengths to accomplish this concealment.

302. For instance, the Defendants knowingly misrepresented and concealed facts in order to prevent GEICO from discovering that the Fraudulent Services were medically unnecessary and were performed – to the extent that they were performed at all – pursuant to a fraudulent, pre-determined protocol designed to maximize the charges that could be submitted, not to benefit the Insureds who supposedly were subjected to it.

303. Likewise, the Defendants knowingly misrepresented and concealed facts in order to prevent GEICO from discovering that the Fraudulent Services frequently were never performed in the first instance.

304. In addition, the Defendants knowingly misrepresented and concealed facts in order to prevent GEICO from discovering that the Fraudulent Services were performed, to the extent that they are performed at all, pursuant to an illegal referral scheme.

305. The Defendants hired law firms to pursue collection of the fraudulent charges from GEICO and other insurers. These law firms routinely filed expensive and time-consuming arbitrations against GEICO and other insurers if the charges were not promptly paid in full.

306. GEICO is under statutory and contractual obligations to promptly and fairly process claims. The facially-valid documents submitted to GEICO in support of the fraudulent charges at issue, combined with the material misrepresentations and omissions described above, were designed to and did cause GEICO to rely upon them. As a result, GEICO has incurred damages of more than \$3,650,000.00.

307. Based upon the Defendants' material misrepresentations, omissions, and other affirmative acts to conceal their fraud from GEICO, GEICO did not discover and could not reasonably have discovered that its damages were attributable to fraud until shortly before it filed this Complaint.

FIRST CAUSE OF ACTION
Against NY Pain, University Pain, Total Wellness
(Declaratory Judgment – 28 U.S.C. §§ 2201 and 2202)

308. GEICO incorporates, as though fully set forth herein, each and every allegation in paragraphs 1 through 307 above.

309. There is an actual case in controversy between GEICO and NY Pain, University Pain, and Total Wellness regarding more than \$75,000.00 in unpaid billing for the Fraudulent Services that has been submitted to GEICO through NY Pain, University Pain, and Total Wellness.

310. NY Pain, University Pain, and Total Wellness have no right to receive payment for any pending bills submitted to GEICO because of the fraudulent and unlawful activities described herein.

311. Accordingly, GEICO requests a judgment pursuant to the Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202, declaring that NY Pain, University Pain, and Total Wellness have no right to receive payment for any pending bills submitted to GEICO.

SECOND CAUSE OF ACTION
Against Demesmin
(Violation of RICO, 18 U.S.C. § 1962(c))

312. GEICO incorporates, as though fully set forth herein, each and every allegation in paragraphs 1 through 307 above.

313. NY Pain is an ongoing “enterprise”, as that term is defined in 18 U.S.C. § 1961(4), that engages in activities which affect interstate commerce.

314. Demesmin knowingly conducted and/or participated, directly or indirectly, in the conduct of NY Spine’s affairs through a pattern of racketeering activities consisting of repeated violations of the federal mail fraud statute, 18 U.S.C. § 1341, based upon the use of the United States mails to submit or cause to be submitted thousands of fraudulent charges on a continuous basis for over two years seeking payments that NY Spine was not entitled to receive under the No-Fault Laws because: (i) the billed-for services were not medically necessary; (ii) the billed-for services were performed and billed pursuant to a pre-determined, fraudulent treatment and billing protocol designed solely to enrich the Defendants; (iii) the Defendants were engaged in an unlawful referral scheme; (iv) the billed-for services, in many cases, were not performed at all; (v) the billing codes used for the services misrepresented and exaggerated the level of services that purportedly were provided in order to inflate the charges that could be submitted; and (vi) neither NY Spine nor the underlying services were in compliance with applicable law. The fraudulent charges and corresponding mailings submitted to GEICO that comprise, in part, the pattern of racketeering activity identified through the date of this Complaint are described, in part, in the chart annexed hereto as Exhibit “1”.

315. NY Pain’s business is racketeering activity, inasmuch as the enterprise exists for the purpose of submitting fraudulent charges to insurers. The predicate acts of mail fraud are the

regular way in which Demesmin has operated NY Pain, inasmuch as NY Pain is not engaged in a legitimate medical practice, and acts of mail fraud therefore are essential in order for NY Pain to function. Furthermore, the intricate planning required to carry out and conceal the predicate acts of mail fraud implies a threat of continued criminal activity, as does the fact that Demesmin continues to submit fraudulent billing to GEICO, and continues to attempt collection on the fraudulent billing submitted through NY Pain to the present day.

316. NY Pain is engaged in inherently unlawful acts, inasmuch as it continues to submit and attempt collection on fraudulent billing submitted to GEICO and other insurers. These inherently unlawful acts are taken by NY Pain in pursuit of inherently unlawful goals – namely, the theft of money from GEICO and other insurers through fraudulent No-Fault billing.

317. GEICO has been injured in its business and property by reason of the above–described conduct in that it has paid at least \$525,000.00 pursuant to the fraudulent bills submitted through NY Pain.

318. By reason of its injury, GEICO is entitled to treble damages, costs, and reasonable attorneys’ fees pursuant to 18 U.S.C. §1964(c), and any other relief the Court deems just and proper.

THIRD CAUSE OF ACTION
Against Demesmin, Total Wellness, and Khanan
(Violation of RICO, 18 U.S.C. § 1962(d))

319. GEICO incorporates, as though fully set forth herein, each and every allegation in paragraphs 1 through 307 above.

320. NY Pain is an ongoing “enterprise”, as that term is defined in 18 U.S.C. § 1961(4), that engages in activities which affect interstate commerce.

321. Demesmin, Total Wellness, and Khanan are employed by and/or associated with the NY Spine enterprise.

322. Demesmin, Total Wellness, and Khanan knowingly have agreed, combined and conspired to conduct and/or participate, directly or indirectly, in the conduct of the NY Pain enterprise's affairs, through a pattern of racketeering activity consisting of repeated violations of the federal mail fraud statute, 18 U.S.C. § 1341, based upon the use of the United States mails to submit or cause to be submitted hundreds of fraudulent charges on a continuous basis for more than two years seeking payments that NY Pain was not entitled to receive under the No-Fault Laws because: (i) the billed-for services were not medically necessary; (ii) the billed-for services were performed and billed pursuant to a pre-determined, fraudulent treatment and billing protocol designed solely to enrich the Defendants; (iii) the Defendants were engaged in an unlawful referral scheme; (iv) the billed-for services, in many cases, were not performed at all; (v) the billing codes used for the services misrepresented and exaggerated the level of services that purportedly were provided in order to inflate the charges that could be submitted; and (vi) neither NY Pain nor the underlying services were in compliance with applicable law. The fraudulent charges and corresponding mailings submitted to GEICO that comprise, in part, the pattern of racketeering activity identified through the date of this Complaint are described, in part, in the chart annexed hereto as Exhibit "1". Each such mailing was made in furtherance of the mail fraud scheme.

323. Demesmin, Total Wellness, and Khanan knew of, agreed to and acted in furtherance of the common and overall objective (i.e., to defraud GEICO and other insurers of money) by submitting or facilitating the submission of the fraudulent charges to GEICO.

324. GEICO has been injured in its business and property by reason of the above-described conduct in that it has paid at least \$525,000.00 pursuant to the fraudulent bills submitted through NY Pain.

325. By reason of its injury, GEICO is entitled to treble damages, costs, and reasonable attorneys' fees pursuant to 18 U.S.C. §1964(c), and any other relief the Court deems just and proper.

FOURTH CAUSE OF ACTION
Against NY Pain and Demesmin
(Common Law Fraud)

326. GEICO incorporates, as though fully set forth herein, each and every allegation in paragraphs 1 through 307 above.

327. NY Pain and Demesmin intentionally and knowingly made false and fraudulent statements of material fact to GEICO and concealed material facts from GEICO in the course of their submission of thousands of fraudulent charges seeking payment for the Fraudulent Services.

328. The false and fraudulent statements of material fact and acts of fraudulent concealment include: (i) in every claim identified in Exhibit "1" the representation that NY Pain and Demesmin were in compliance with all significant laws and regulations governing health care practice, when in fact they were not; (ii) in every claim identified in Exhibit "1", the representation that NY Pain and Demesmin were eligible to receive PIP Benefits, when in fact they were not; (iii) in every claim identified in Exhibit "1", concealment of the Defendants' illegal kickback and referral scheme; (iv) in every claim identified in Exhibit "1", the representation that the Fraudulent Services were medically necessary, and in some cases actually performed, when in fact the Fraudulent Services were not medically necessary, in some cases were not performed at all, and were performed – to the extent that they were performed at all – as part of a pre-determined

fraudulent treatment and billing protocol designed to financially enrich NY Pain and Demesmin, not to benefit the Insureds who supposedly were subjected to them; and (v) in every claim identified in Exhibit “1”, the representation that the Fraudulent Services were provided in compliance with the laws and regulations governing health care practice, and were eligible for PIP reimbursement, when in fact they were not.

329. NY Pain and Demesmin intentionally made the above-described false and fraudulent statements and concealed material facts in a calculated effort to induce GEICO to pay charges submitted through NY Pain that were not compensable.

330. GEICO justifiably relied on these false and fraudulent representations and acts of fraudulent concealment, and as a proximate result has been injured in its business and property by reason of the above-described conduct in that it has paid at least \$525,000.00 pursuant to the fraudulent bills submitted by the Defendants through NY Pain.

331. NY Pain and Demesmin’s extensive fraudulent conduct demonstrates a high degree of moral turpitude and wanton dishonesty that entitles GEICO to recover punitive damages

332. Accordingly, by virtue of the foregoing, GEICO is entitled to compensatory and punitive damages, together with interest and costs, and any other relief the Court deems just and proper.

FIFTH CAUSE OF ACTION
Against Total Wellness and Khanan
(Aiding and Abetting Fraud)

333. GEICO incorporates, as though fully set forth herein, each and every allegation in paragraphs 1 through 307 above.

334. Total Wellness and Khanan knowingly aided and abetted the fraudulent scheme that was perpetrated on GEICO by NY Pain and Demesmin.

335. The acts of Total Wellness and Khanan in furtherance of the fraudulent scheme involve referring Insureds to NY Pain and Demesmin for medically unnecessary services in exchange for unlawful compensation from NY Pain and Demesmin.

336. The conduct of Total Wellness and Khanan was significant and material. The conduct of Total Wellness and Khanan was a necessary part of and was critical to the success of the fraudulent scheme because without their actions, there would be no opportunity for NY Pain and Demesmin to obtain payment from GEICO and from other insurers.

337. Total Wellness and Khanan aided and abetted the fraudulent scheme in a calculated effort to induce GEICO into paying charges to NY Pain for non-reimbursable and medically unnecessary Fraudulent Services, because they sought to continue profiting through the fraudulent scheme.

338. The conduct of Total Wellness and Khanan caused GEICO to pay more than \$525,000.00 pursuant to the fraudulent bills submitted or caused to be submitted through NY Pain.

339. Total Wellness and Khanan's extensive fraudulent conduct demonstrates a high degree of moral turpitude and wanton dishonesty that entitles GEICO to recover punitive damages.

340. Accordingly, by virtue of the foregoing, GEICO is entitled to compensatory and punitive damages, together with interest and costs, and any other relief the Court deems just and proper.

SIXTH CAUSE OF ACTION
Against NY Pain and Demesmin
(Unjust Enrichment)

341. GEICO incorporates, as though fully set forth herein, each and every allegation in paragraphs 1 through 307 above.

342. As set forth above, NY Pain and Demesmin have engaged in improper, unlawful, and/or unjust acts, all to the harm and detriment of GEICO.

343. When GEICO paid the bills and charges submitted or caused to be submitted by NY Pain and Demesmin through NY Pain for PIP Benefits, it reasonably believed that it was legally obligated to make such payments based on the Defendants' improper, unlawful, and/or unjust acts.

344. NY Pain and Demesmin have been enriched at GEICO's expense by GEICO's payments which constituted a benefit that the Defendants voluntarily accepted notwithstanding their improper, unlawful, and unjust billing scheme.

345. NY Pain and Demesmin's retention of GEICO's payments violates fundamental principles of justice, equity and good conscience.

346. By reason of the above, NY Pain and Demesmin have been unjustly enriched in an amount to be determined at trial, but in no event less than \$525,000.00.

SEVENTH CAUSE OF ACTION
Against Demesmin
(Violation of RICO, 18 U.S.C. § 1962(c))

347. GEICO incorporates, as though fully set forth herein, each and every allegation in paragraphs 1 through 307 above.

348. University Pain is an ongoing "enterprise", as that term is defined in 18 U.S.C. § 1961(4), that engages in activities which affect interstate commerce.

349. Demesmin knowingly conducted and/or participated, directly or indirectly, in the conduct of University Pain's affairs through a pattern of racketeering activities consisting of repeated violations of the federal mail fraud statute, 18 U.S.C. § 1341, based upon the use of the United States mails to submit or cause to be submitted thousands of fraudulent charges on a

continuous basis for over five years seeking payments that University Pain was not entitled to receive under the No-Fault Laws because: (i) the billed-for services were not medically necessary; (ii) the billed-for services were performed and billed pursuant to a pre-determined, fraudulent treatment and billing protocol designed solely to enrich the Defendants; (iii) the Defendants were engaged in an unlawful referral scheme; and (iv) neither University Pain nor the underlying services were in compliance with applicable law. The fraudulent charges and corresponding mailings submitted to GEICO that comprise, in part, the pattern of racketeering activity identified through the date of this Complaint are described, in part, in the chart annexed hereto as Exhibit “2”.

350. University Pain’s business is racketeering activity, inasmuch as the enterprise exists for the purpose of submitting fraudulent charges to insurers. The predicate acts of mail fraud are the regular way in which Demesmin has operated University Pain, inasmuch as University Pain is not engaged in a legitimate chiropractic practice, and acts of mail fraud therefore are essential in order for University Pain to function. Furthermore, the intricate planning required to carry out and conceal the predicate acts of mail fraud implies a threat of continued criminal activity, as does the fact that Demesmin continues to submit fraudulent billing to GEICO, and continues to attempt collection on the fraudulent billing submitted through University Pain to the present day.

351. University Pain is engaged in inherently unlawful acts, inasmuch as it continues to submit and attempt collection on fraudulent billing submitted to GEICO and other insurers. These inherently unlawful acts are taken by University Pain in pursuit of inherently unlawful goals – namely, the theft of money from GEICO and other insurers through fraudulent No-Fault billing.

352. GEICO has been injured in its business and property by reason of the above-described conduct in that it has paid at least \$1,350,000.00 pursuant to the fraudulent bills submitted through University Pain.

353. By reason of its injury, GEICO is entitled to treble damages, costs, and reasonable attorneys' fees pursuant to 18 U.S.C. §1964(c), and any other relief the Court deems just and proper.

EIGHTH CAUSE OF ACTION
Against Demesmin, Total Wellness, and Khanan
(Violation of RICO, 18 U.S.C. § 1962(d))

354. GEICO incorporates, as though fully set forth herein, each and every allegation in paragraphs 1 through 307 above.

355. University Pain is an ongoing "enterprise", as that term is defined in 18 U.S.C. § 1961(4), that engages in activities which affect interstate commerce.

356. Demesmin, Total Wellness, and Khanan are employed by and/or associated with the University Pain enterprise.

357. Demesmin, Total Wellness, and Khanan knowingly have agreed, combined and conspired to conduct and/or participate, directly or indirectly, in the conduct of the University enterprise's affairs, through a pattern of racketeering activity consisting of repeated violations of the federal mail fraud statute, 18 U.S.C. § 1341, based upon the use of the United States mails to submit or cause to be submitted hundreds of fraudulent charges on a continuous basis for more than four years seeking payments that University Pain was not entitled to receive under the No-Fault Laws because: (i) the billed-for services were not medically necessary; (ii) the billed-for services were performed and billed pursuant to a pre-determined, fraudulent treatment and billing protocol designed solely to enrich the Defendants; (iii) the Defendants were engaged in an

unlawful referral scheme; and (iv) neither University Pain nor the underlying services were in compliance with applicable law. The fraudulent charges and corresponding mailings submitted to GEICO that comprise, in part, the pattern of racketeering activity identified through the date of this Complaint are described, in part, in the chart annexed hereto as Exhibit “2”. Each such mailing was made in furtherance of the mail fraud scheme.

358. Demesmin, Total Wellness, and Khanan knew of, agreed to and acted in furtherance of the common and overall objective (i.e., to defraud GEICO and other insurers of money) by submitting or facilitating the submission of the fraudulent charges to GEICO.

359. GEICO has been injured in its business and property by reason of the above-described conduct in that it has paid at least \$1,350,000.00 pursuant to the fraudulent bills submitted through University Pain.

360. By reason of its injury, GEICO is entitled to treble damages, costs, and reasonable attorneys’ fees pursuant to 18 U.S.C. §1964(c), and any other relief the Court deems just and proper.

NINTH CAUSE OF ACTION
Against University Pain and Demesmin
(Common Law Fraud)

361. GEICO incorporates, as though fully set forth herein, each and every allegation in paragraphs 1 through 307 above.

362. University Pain and Demesmin intentionally and knowingly made false and fraudulent statements of material fact to GEICO and concealed material facts from GEICO in the course of their submission of thousands of fraudulent charges seeking payment for the Fraudulent Services.

363. The false and fraudulent statements of material fact and acts of fraudulent concealment include: (i) in every claim identified in Exhibit “2” the representation that University Pain and Demesmin were in compliance with all significant laws and regulations governing health care practice, when in fact they were not; (ii) in every claim identified in Exhibit “2”, the representation that University Pain and Demesmin were eligible to receive PIP Benefits, when in fact they were not; (iii) in every claim identified in Exhibit “2”, concealment of the Defendants’ illegal kickback and referral scheme; (iv) in every claim identified in Exhibit “2”, the representation that the Fraudulent Services were medically necessary, and in some cases actually performed, when in fact the Fraudulent Services were not medically necessary, in some cases were not performed at all, and were performed – to the extent that they were performed at all – as part of a pre-determined fraudulent treatment and billing protocol designed to financially enrich University Pain and Demesmin, not to benefit the Insureds who supposedly were subjected to them; and (v) in every claim identified in Exhibit “2”, the representation that the Fraudulent Services were provided in compliance with the laws and regulations governing health care practice, and were eligible for PIP reimbursement, when in fact they were not.

364. University Pain and Demesmin intentionally made the above-described false and fraudulent statements and concealed material facts in a calculated effort to induce GEICO to pay charges submitted through University Pain that were not compensable.

365. GEICO justifiably relied on these false and fraudulent representations and acts of fraudulent concealment, and as a proximate result has been injured in its business and property by reason of the above-described conduct in that it has paid at least \$1,350,000.00 pursuant to the fraudulent bills submitted by the Defendants through University Pain.

366. University Pain and Demesmin's extensive fraudulent conduct demonstrates a high degree of moral turpitude and wanton dishonesty that entitles GEICO to recover punitive damages

367. Accordingly, by virtue of the foregoing, GEICO is entitled to compensatory and punitive damages, together with interest and costs, and any other relief the Court deems just and proper.

TENTH CAUSE OF ACTION
Against Total Wellness and Khanan
(Aiding and Abetting Fraud)

368. GEICO incorporates, as though fully set forth herein, each and every allegation in paragraphs 1 through 307 above.

369. Total Wellness and Khanan knowingly aided and abetted the fraudulent scheme that was perpetrated on GEICO by University Pain and Demesmin.

370. The acts of Total Wellness and Khanan in furtherance of the fraudulent scheme involve participating in the referral of Insureds from Total Wellness to University Spine for medically unnecessary services in exchange for unlawful compensation.

371. The conduct of Total Wellness and Khanan was significant and material. The conduct of Total Wellness and Khanan was a necessary part of and was critical to the success of the fraudulent scheme because without their actions, there would be no opportunity for University Pain and Demesmin to obtain payment from GEICO and from other insurers.

372. Total Wellness and Khanan aided and abetted the fraudulent scheme in a calculated effort to induce GEICO into paying charges to University Pain for non-reimbursable and medically unnecessary Fraudulent Services, because it sought to continue profiting through the fraudulent scheme.

373. The conduct of Total Wellness and Khanan caused GEICO to pay more than \$1,350,000.00 pursuant to the fraudulent bills submitted or caused to be submitted through University Pain.

374. Total Wellness and Khanan's extensive fraudulent conduct demonstrates a high degree of moral turpitude and wanton dishonesty that entitles GEICO to recover punitive damages.

375. Accordingly, by virtue of the foregoing, GEICO is entitled to compensatory and punitive damages, together with interest and costs, and any other relief the Court deems just and proper.

ELEVENTH CAUSE OF ACTION
Against University Pain and Desmesmin
(Unjust Enrichment)

376. GEICO incorporates, as though fully set forth herein, each and every allegation in paragraphs 1 through 307 above.

377. As set forth above, University Pain and Desmesmin have engaged in improper, unlawful, and/or unjust acts, all to the harm and detriment of GEICO.

378. When GEICO paid the bills and charges submitted or caused to be submitted by University Pain and Desmesmin through University Pain for PIP Benefits, it reasonably believed that it was legally obligated to make such payments based on the Defendants' improper, unlawful, and/or unjust acts.

379. University Pain and Desmesmin have been enriched at GEICO's expense by GEICO's payments which constituted a benefit that the Defendants voluntarily accepted notwithstanding their improper, unlawful, and unjust billing scheme.

380. University Pain and Demesmin's retention of GEICO's payments violates fundamental principles of justice, equity and good conscience.

381. By reason of the above, University Pain and Desmesmin have been unjustly enriched in an amount to be determined at trial, but in no event less than \$1,350,000.00.

THIRTEENTH CAUSE OF ACTION
Against Stemmee
(Violation of RICO, 18 U.S.C. § 1962(c))

382. GEICO incorporates, as though fully set forth herein, each and every allegation in paragraphs 1 through 307 above.

383. Stemmee is an ongoing “enterprise”, as that term is defined in 18 U.S.C. § 1961(4), that engages in activities which affect interstate commerce. Demesmin knowingly conducted and/or participated, directly or indirectly, in the conduct of Stemmee’s affairs through a pattern of racketeering activities consisting of repeated violations of the federal mail fraud statute, 18 U.S.C. § 1341, based upon the use of the United States mails to submit or cause to be submitted thousands of fraudulent charges on a continuous basis for over four years seeking payments that Stemmee was not entitled to receive under the No-Fault Laws because: (i) the billed-for services were not medically necessary; (ii) the billed-for services were performed and billed pursuant to a pre-determined, fraudulent treatment and billing protocol designed solely to enrich the Defendants; (iii) the Defendants were engaged in an unlawful referral scheme; and (iv) neither Stemmee nor the underlying services were in compliance with applicable law. The fraudulent charges and corresponding mailings submitted to GEICO that comprise, in part, the pattern of racketeering activity identified through the date of this Complaint are described, in part, in the chart annexed hereto as Exhibit “3”.

384. Stemmee’s business is racketeering activity, inasmuch as the enterprise exists for the purpose of submitting fraudulent charges to insurers. The predicate acts of mail fraud are the regular way in which Desmesmin has operated Stemmee, inasmuch as Stemmee is not engaged in

a legitimate chiropractic practice, and acts of mail fraud therefore are essential in order for Stemmee to function. Furthermore, the intricate planning required to carry out and conceal the predicate acts of mail fraud implies a threat of continued criminal activity, as does the fact that Chang continues to submit fraudulent billing to GEICO, and continues to attempt collection on the fraudulent billing submitted through Stemmee to the present day.

385. Stemmee is engaged in inherently unlawful acts, inasmuch as it continues to submit and attempt collection on fraudulent billing submitted to GEICO and other insurers. These inherently unlawful acts are taken by Stemmee in pursuit of inherently unlawful goals – namely, the theft of money from GEICO and other insurers through fraudulent No-Fault billing.

386. GEICO has been injured in its business and property by reason of the above–described conduct in that it has paid at least \$350,000.00 pursuant to the fraudulent bills submitted through Stemmee.

387. By reason of its injury, GEICO is entitled to treble damages, costs, and reasonable attorneys’ fees pursuant to 18 U.S.C. §1964(c), and any other relief the Court deems just and proper.

THIRTEENTH CAUSE OF ACTION
Against Demesmin and University Pain
(Violation of RICO, 18 U.S.C. § 1962(d))

388. GEICO incorporates, as though fully set forth herein, each and every allegation in paragraphs 1 through 307 above.

389. Stemmee is an ongoing “enterprise”, as that term is defined in 18 U.S.C. § 1961(4), that engages in activities which affect interstate commerce.

390. Demesmin and University Pain are employed by and/or associated with the Stemmee enterprise.

391. Demesmin and University Pain knowingly have agreed, combined and conspired to conduct and/or participate, directly or indirectly, in the conduct of the Stemmee enterprise's affairs, through a pattern of racketeering activity consisting of repeated violations of the federal mail fraud statute, 18 U.S.C. § 1341, based upon the use of the United States mails to submit or cause to be submitted hundreds of fraudulent charges on a continuous basis for more than four years seeking payments that Stemmee was not entitled to receive under the No-Fault Laws because: (i) the billed-for services were not medically necessary; (ii) the billed-for services were performed and billed pursuant to a pre-determined, fraudulent treatment and billing protocol designed solely to enrich the Defendants; (iii) the Defendants were engaged in an unlawful referral scheme; and (iv) neither Stemmee nor the underlying services were in compliance with applicable law. The fraudulent charges and corresponding mailings submitted to GEICO that comprise, in part, the pattern of racketeering activity identified through the date of this Complaint are described, in part, in the chart annexed hereto as Exhibit "3". Each such mailing was made in furtherance of the mail fraud scheme.

392. Demesmin and University Pain knew of, agreed to and acted in furtherance of the common and overall objective (i.e., to defraud GEICO and other insurers of money) by submitting or facilitating the submission of the fraudulent charges to GEICO.

393. GEICO has been injured in its business and property by reason of the above-described conduct in that it has paid at least \$350,000.00 pursuant to the fraudulent bills submitted through Stemmee.

394. By reason of its injury, GEICO is entitled to treble damages, costs, and reasonable attorneys' fees pursuant to 18 U.S.C. §1964(c), and any other relief the Court deems just and proper.

FOURTEENTH CAUSE OF ACTION
Against Stemmee and Demesmin
(Common Law Fraud)

395. GEICO incorporates, as though fully set forth herein, each and every allegation in paragraphs 1 through 307 above.

396. Stemmee and Demesmin intentionally and knowingly made false and fraudulent statements of material fact to GEICO and concealed material facts from GEICO in the course of their submission of thousands of fraudulent charges seeking payment for the Fraudulent Services.

397. The false and fraudulent statements of material fact and acts of fraudulent concealment include: (i) in every claim identified in Exhibit “3” the representation that Stemmee and Demesmin were in compliance with all significant laws and regulations governing health care practice, when in fact they were not; (ii) in every claim identified in Exhibit “3”, the representation that Stemmee and Demesmin were eligible to receive PIP Benefits, when in fact they were not; (iii) in every claim identified in Exhibit “3”, concealment of the Defendants’ illegal kickback and referral scheme; (iv) in every claim identified in Exhibit “3”, the representation that the Fraudulent Services were medically necessary, and in some cases actually performed, when in fact the Fraudulent Services were not medically necessary, in some cases were not performed at all, and were performed – to the extent that they were performed at all – as part of a pre-determined fraudulent treatment and billing protocol designed to financially enrich Stemmee and Demesmin, not to benefit the Insureds who supposedly were subjected to them; and (v) in every claim identified in Exhibit “3”, the representation that the Fraudulent Services were provided in compliance with the laws and regulations governing health care practice, and were eligible for PIP reimbursement, when in fact they were not.

398. Stemmee and Demesmin intentionally made the above-described false and fraudulent statements and concealed material facts in a calculated effort to induce GEICO to pay charges submitted through Stemmee that were not compensable under New Jersey's No-Fault Laws.

399. GEICO justifiably relied on these false and fraudulent representations and acts of fraudulent concealment, and as a proximate result has been injured in its business and property by reason of the above-described conduct in that it has paid at least \$350,000.00 pursuant to the fraudulent bills submitted by the Defendants through Stemmee.

400. Stemmee and Demesmin's extensive fraudulent conduct demonstrates a high degree of moral turpitude and wanton dishonesty that entitles GEICO to recover punitive damages

401. Accordingly, by virtue of the foregoing, GEICO is entitled to compensatory and punitive damages, together with interest and costs, and any other relief the Court deems just and proper.

FIFTEENTH CAUSE OF ACTION
Against Demesmin and University Pain
(Aiding and Abetting Fraud)

402. GEICO incorporates, as though fully set forth herein, each and every allegation in paragraphs 1 through 307 above.

403. Demesmin and University Pain knowingly aided and abetted the fraudulent scheme that was perpetrated on GEICO by Stemmee and University Pain.

404. The acts of Demesmin and University Pain in furtherance of the fraudulent scheme involve self-referring Insureds to Stemmee and University Pain for medically unnecessary services pursuant to the unlawful patient referral scheme engaged in by Demesmin.

405. The conduct of Demesmin and University Pain was significant and material. The conduct of Demesmin and University Pain was a necessary part of and was critical to the success of the fraudulent scheme because without their actions, there would be no opportunity for Stemmee and Demesmin to obtain payment from GEICO and from other insurers.

406. Demesmin and University Pain aided and abetted the fraudulent scheme in a calculated effort to induce GEICO into paying charges to Stemmee for non-reimbursable and medically unnecessary Fraudulent Services, because they sought to continue profiting through the fraudulent scheme.

407. The conduct of Demesmin and University Pain caused GEICO to pay more than \$350,000.00 pursuant to the fraudulent bills submitted or caused to be submitted through Stemmee.

408. Demesmin and University Pain's extensive fraudulent conduct demonstrates a high degree of moral turpitude and wanton dishonesty that entitles GEICO to recover punitive damages.

409. Accordingly, by virtue of the foregoing, GEICO is entitled to compensatory and punitive damages, together with interest and costs, and any other relief the Court deems just and proper.

SIXTEENTH CAUSE OF ACTION
Against Stemmee and Demesmin
(Unjust Enrichment)

410. GEICO incorporates, as though fully set forth herein, each and every allegation in paragraphs 1 through 307 above.

411. As set forth above, Stemmee and Demesmin have engaged in improper, unlawful, and/or unjust acts, all to the harm and detriment of GEICO.

412. When GEICO paid the bills and charges submitted or caused to be submitted by Stemmee and Demesmin for PIP Benefits, it reasonably believed that it was legally obligated to make such payments based on the Defendants' improper, unlawful, and/or unjust acts.

413. Stemmee and Demesmin have been enriched at GEICO's expense by GEICO's payments which constituted a benefit that the Defendants voluntarily accepted notwithstanding their improper, unlawful, and unjust billing scheme.

414. Stemmee and Demesmin's retention of GEICO's payments violates fundamental principles of justice, equity and good conscience.

415. By reason of the above, Stemmee and Demesmin have been unjustly enriched in an amount to be determined at trial, but in no event less than \$350,000.00.

SEVENTEENTH CAUSE OF ACTION

Against Khanan

(Violation of RICO, 18 U.S.C. § 1962(c))

416. GEICO incorporates, as though fully set forth herein, each and every allegation in paragraphs 1 through 307 above.

417. Total Wellness is an ongoing "enterprise", as that term is defined in 18 U.S.C. § 1961(4), that engages in activities which affect interstate commerce. Khanan knowingly conducted and/or participated, directly or indirectly, in the conduct of Total Wellness's affairs through a pattern of racketeering activities consisting of repeated violations of the federal mail fraud statute, 18 U.S.C. § 1341, based upon the use of the United States mails to submit or cause to be submitted thousands of fraudulent charges on a continuous basis for over five years seeking payments that Total Wellness was not entitled to receive under the No-Fault Laws because: (i) the billed-for services were not medically necessary; (ii) the billed-for services were performed and billed pursuant to a pre-determined, fraudulent treatment and billing protocol designed solely to enrich

the Defendants; (iii) the Defendants were engaged in an unlawful referral scheme; and (iv) neither Total Wellness nor the underlying services were in compliance with applicable law. The fraudulent charges and corresponding mailings submitted to GEICO that comprise, in part, the pattern of racketeering activity identified through the date of this Complaint are described, in part, in the chart annexed hereto as Exhibit “4”.

418. Total Wellness’s business is racketeering activity, inasmuch as the enterprise exists for the purpose of submitting fraudulent charges to insurers. The predicate acts of mail fraud are the regular way in which Khanan has operated Total Wellness, inasmuch as Total Wellness is not engaged in a legitimate chiropractic practice, and acts of mail fraud therefore are essential in order for Total Wellness to function. Furthermore, the intricate planning required to carry out and conceal the predicate acts of mail fraud implies a threat of continued criminal activity, as does the fact that Khanan continues to submit fraudulent billing to GEICO, and continues to attempt collection on the fraudulent billing submitted through Total Wellness to the present day.

419. Total Wellness is engaged in inherently unlawful acts, inasmuch as it continues to submit and attempt collection on fraudulent billing submitted to GEICO and other insurers. These inherently unlawful acts are taken by Total Wellness in pursuit of inherently unlawful goals – namely, the theft of money from GEICO and other insurers through fraudulent No-Fault billing.

420. GEICO has been injured in its business and property by reason of the above–described conduct in that it has paid at least \$1,445,000.00 pursuant to the fraudulent bills submitted through Total Wellness.

421. By reason of its injury, GEICO is entitled to treble damages, costs, and reasonable attorneys’ fees pursuant to 18 U.S.C. §1964(c), and any other relief the Court deems just and proper.

EIGHTEENTH CAUSE OF ACTION
Against Khanan, NY Pain, University Pain, and Demesmin
(Violation of RICO, 18 U.S.C. § 1962(d))

422. GEICO incorporates, as though fully set forth herein, each and every allegation in paragraphs 1 through 307 above.

423. Total Wellness is an ongoing “enterprise”, as that term is defined in 18 U.S.C. § 1961(4), that engages in activities which affect interstate commerce.

424. Khanan, NY Pain, University Pain, and Demesmin are employed by and/or associated with the Total Wellness enterprise.

425. Khanan, NY Pain, University Pain, and Demesmin knowingly have agreed, combined and conspired to conduct and/or participate, directly or indirectly, in the conduct of the Total Wellness enterprise’s affairs, through a pattern of racketeering activity consisting of repeated violations of the federal mail fraud statute, 18 U.S.C. § 1341, based upon the use of the United States mails to submit or cause to be submitted hundreds of fraudulent charges on a continuous basis for more than five years seeking payments that Total Wellness was not entitled to receive under the No-Fault Laws because: (i) the billed-for services were not medically necessary; (ii) the billed-for services were performed and billed pursuant to a pre-determined, fraudulent treatment and billing protocol designed solely to enrich the Defendants; (iii) the Defendants were engaged in an unlawful referral scheme; and (iv) neither Total Wellness nor the underlying services were in compliance with applicable law. The fraudulent charges and corresponding mailings submitted to GEICO that comprise, in part, the pattern of racketeering activity identified through the date of this Complaint are described, in part, in the chart annexed hereto as Exhibit “4”. Each such mailing was made in furtherance of the mail fraud scheme.

426. Khanan, NY Pain, University Pain, and Demesmin knew of, agreed to and acted in furtherance of the common and overall objective (i.e., to defraud GEICO and other insurers of money) by submitting or facilitating the submission of the fraudulent charges to GEICO.

427. GEICO has been injured in its business and property by reason of the above-described conduct in that it has paid at least \$1,445,000.00 pursuant to the fraudulent bills submitted through Total Wellness.

428. By reason of its injury, GEICO is entitled to treble damages, costs, and reasonable attorneys' fees pursuant to 18 U.S.C. §1964(c), and any other relief the Court deems just and proper.

NINETEENTH CAUSE OF ACTION
Against Total Wellness and Khanan
(Common Law Fraud)

429. GEICO incorporates, as though fully set forth herein, each and every allegation in paragraphs 1 through 307 above.

430. Total Wellness and Khanan intentionally and knowingly made false and fraudulent statements of material fact to GEICO and concealed material facts from GEICO in the course of their submission of thousands of fraudulent charges seeking payment for the Fraudulent Services.

431. The false and fraudulent statements of material fact and acts of fraudulent concealment include: (i) in every claim identified in Exhibit "4" the representation that Total Wellness and Khanan were in compliance with all significant laws and regulations governing health care practice, when in fact they were not; (ii) in every claim identified in Exhibit "4", the representation that Total Wellness and Khanan were eligible to receive PIP Benefits, when in fact they were not; (iii) in every claim identified in Exhibit "4", concealment of the Defendants' illegal kickback and referral scheme; (iv) in every claim identified in Exhibit "4", the representation that

the Fraudulent Services were medically necessary, and in some cases actually performed, when in fact the Fraudulent Services were not medically necessary, in some cases were not performed at all, and were performed – to the extent that they were performed at all – as part of a pre-determined fraudulent treatment and billing protocol designed to financially enrich Total Wellness and Khanan, not to benefit the Insureds who supposedly were subjected to them; and (v) in every claim identified in Exhibit “4”, the representation that the Fraudulent Services were provided in compliance with the laws and regulations governing health care practice, and were eligible for PIP reimbursement, when in fact they were not.

432. Total Wellness and Khanan intentionally made the above-described false and fraudulent statements and concealed material facts in a calculated effort to induce GEICO to pay charges submitted through Total Wellness that were not compensable under the New York and New Jersey’s No-Fault Laws.

433. GEICO justifiably relied on these false and fraudulent representations and acts of fraudulent concealment, and as a proximate result has been injured in its business and property by reason of the above-described conduct in that it has paid at least \$1,445,000.00 pursuant to the fraudulent bills submitted by the Defendants through Total Wellness.

434. Total Wellness and Khanan’s extensive fraudulent conduct demonstrates a high degree of moral turpitude and wanton dishonesty that entitles GEICO to recover punitive damages

435. Accordingly, by virtue of the foregoing, GEICO is entitled to compensatory and punitive damages, together with interest and costs, and any other relief the Court deems just and proper.

TWENTIETH CAUSE OF ACTION
Against NY Pain, University Pain, and Demesmin
(Aiding and Abetting Fraud)

436. GEICO incorporates, as though fully set forth herein, each and every allegation in paragraphs 1 through 307 above.

437. NY Pain, University Pain, and Demesmin knowingly aided and abetted the fraudulent scheme that was perpetrated on GEICO by Total Wellness and Khanan.

438. The acts of NY Pain, University Pain, and Demesmin in furtherance of the fraudulent scheme involve referring Insureds to Total Wellness and Khanan for medically unnecessary services in exchange for unlawful compensation from NY Pain, University Pain, and Demesmin.

439. The conduct of NY Pain, University Pain, and Demesmin was significant and material. The conduct of NY Pain, University Pain, and Demesmin was a necessary part of and was critical to the success of the fraudulent scheme because without their actions, there would be no opportunity for Total Wellness and Khanan to obtain payment from GEICO and from other insurers.

440. NY Pain, University Pain, and Demesmin aided and abetted the fraudulent scheme in a calculated effort to induce GEICO into paying charges to Total Wellness for non-reimbursable and medically unnecessary Fraudulent Services, because they sought to continue profiting through the fraudulent scheme.

441. The conduct of NY Pain, University Pain, and Demesmin caused GEICO to pay more than \$1,445,000.00 pursuant to the fraudulent bills submitted or caused to be submitted through Total Wellness.

442. NY Pain, University Pain, and Demesmin's extensive fraudulent conduct demonstrates a high degree of moral turpitude and wanton dishonesty that entitles GEICO to recover punitive damages.

443. Accordingly, by virtue of the foregoing, GEICO is entitled to compensatory and punitive damages, together with interest and costs, and any other relief the Court deems just and proper.

TWENTY FIRST CAUSE OF ACTION
Against Total Wellness and Khanan
(Unjust Enrichment)

444. GEICO incorporates, as though fully set forth herein, each and every allegation in paragraphs 1 through 307 above.

445. As set forth above, Total Wellness and Khanan have engaged in improper, unlawful, and/or unjust acts, all to the harm and detriment of GEICO.

446. When GEICO paid the bills and charges submitted or caused to be submitted by Total Wellness and Khanan through Total Wellness for PIP Benefits, it reasonably believed that it was legally obligated to make such payments based on the Defendants' improper, unlawful, and/or unjust acts.

447. Total Wellness and Khanan have been enriched at GEICO's expense by GEICO's payments which constituted a benefit that the Defendants voluntarily accepted notwithstanding their improper, unlawful, and unjust billing scheme.

448. Total Wellness and Khanan's retention of GEICO's payments violates fundamental principles of justice, equity and good conscience.

449. By reason of the above, Total Wellness and Khanan have been unjustly enriched in an amount to be determined at trial, but in no event less than \$1,445,000.00.

JURY DEMAND

450. Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiffs demand a trial by jury.

WHEREFORE, Plaintiffs Government Employees Insurance Co., GEICO Indemnity Co., GEICO General Insurance Company and GEICO Casualty Co. demand that a Judgment be entered in their favor:

A. On the First Cause of Action against NY Pain, University Pain, and Total Wellness, a declaration pursuant to the Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202, that NY Pain, University Pain, and Total Wellness have no right to receive payment for any pending bills submitted to GEICO;

B. On the Second Cause of Action against Demesmin, compensatory damages in favor of GEICO an amount to be determined at trial but in excess of \$525,000.00 together with treble damages, costs, and reasonable attorneys' fees pursuant to 18 U.S.C. § 1964(c) plus interest;

C. On the Third Cause of Action against Demesmin, Total Wellness, and Khanan, compensatory damages in favor of GEICO an amount to be determined at trial but in excess of \$525,000.00 together with treble damages, costs, and reasonable attorneys' fees pursuant to 18 U.S.C. § 1964(c) plus interest;

D. On the Fourth Cause of Action against NY Pain and Demesmin, compensatory damages in favor of GEICO an amount to be determined at trial but in excess of \$525,000.00, together with punitive damages, costs, interest and such other and further relief as this Court deems just and proper;

E. On the Fifth Cause of Action against Total Wellness and Khanan, compensatory damages in favor of GEICO an amount to be determined at trial but in excess of \$525,000.00,

together with punitive damages, costs, interest and such other and further relief as this Court deems just and proper;

F. On the Sixth Cause of Action against NY Pain and Demesmin, more than \$525,000.00 in compensatory damages, plus costs and interest and such other and further relief as this Court deems just and proper;

G. On the Seventh Cause of Action against Demesmin, compensatory damages in favor of GEICO an amount to be determined at trial but in excess of \$1,350,000.00 together with treble damages, costs, and reasonable attorneys' fees pursuant to 18 U.S.C. § 1964(c) plus interest;

H. On the Eighth Cause of Action against Demesmin, Total Wellness, and Khanan, compensatory damages in favor of GEICO an amount to be determined at trial but in excess of \$1,350,000.00 together with treble damages, costs, and reasonable attorneys' fees pursuant to 18 U.S.C. § 1964(c) plus interest;

I. On the Ninth Cause of Action against University Pain and Demesmin, compensatory damages in favor of GEICO an amount to be determined at trial but in excess of \$1,350,000.00, together with punitive damages, costs, interest and such other and further relief as this Court deems just and proper;

J. On the Tenth Cause of Action against Total Wellness and Khanan, compensatory damages in favor of GEICO an amount to be determined at trial but in excess of \$1,350,000.00, together with punitive damages, costs, interest and such other and further relief as this Court deems just and proper; and

K. On the Eleventh Cause of Action against University Pain and Desmesmin, more than \$1,350,000.00 in compensatory damages, plus costs and interest and such other and further relief as this Court deems just and proper.

L. On the Twelfth Cause of Action against Stemmee, compensatory damages in favor of GEICO an amount to be determined at trial but in excess of \$350,000.00 together with treble damages, costs, and reasonable attorneys' fees pursuant to 18 U.S.C. § 1964(c) plus interest;

M. On the Thirteenth Cause of Action against Demesmin and University Pain, compensatory damages in favor of GEICO an amount to be determined at trial but in excess of \$350,000.00 together with treble damages, costs, and reasonable attorneys' fees pursuant to 18 U.S.C. § 1964(c) plus interest;

N. On the Fourteenth Cause of Action against Stemmee and Demesmin, compensatory damages in favor of GEICO an amount to be determined at trial but in excess of \$350,000.00, together with punitive damages, costs, interest and such other and further relief as this Court deems just and proper;

O. On the Fifteenth Cause of Action against Demesmin and University Pain, compensatory damages in favor of GEICO an amount to be determined at trial but in excess of \$350,000.00, together with punitive damages, costs, interest and such other and further relief as this Court deems just and proper; and

P. On the Sixteenth Cause of Action against Stemmee and Demesmin, more than \$350,000.00 in compensatory damages, plus costs and interest and such other and further relief as this Court deems just and proper.

Q. On the Seventeenth Cause of Action against Khanan, compensatory damages in favor of GEICO an amount to be determined at trial but in excess of \$1,445,000.00 together with treble damages, costs, and reasonable attorneys' fees pursuant to 18 U.S.C. § 1964(c) plus interest;

R. On the Eighteenth Cause of Action against Khanan, NY Pain, University Pain, and Demesmin, compensatory damages in favor of GEICO an amount to be determined at trial but in

