

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

ALLSTATE INSURANCE COMPANY,
ALLSTATE INDEMNITY COMPANY,
ALLSTATE PROPERTY & CASUALTY
INSURANCE COMPANY, AND
ALLSTATE FIRE & CASUALTY INSURANCE
COMPANY,

Plaintiffs,

v.

JOSEPH RAIA, M.D.,
ERIC KENWORTHY, M.D.,
JOSEPH A. RAIA, M.D., P.C.,
JR MEDICAL, P.C., and
RAIA MEDICAL SERVICES, P.C.,

Defendants.

C.A. No. ____

PLAINTIFFS' COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiffs, Allstate Insurance Company, Allstate Indemnity Company, Allstate Property & Casualty Insurance Company, and Allstate Fire & Casualty Insurance Company, (collectively, "Allstate" and/or "plaintiffs"), by their attorneys, King, Tilden, McEttrick, & Brink, P.C., allege as follows:

I. INTRODUCTION

1. This case centers on a series of professional service corporations ("PCs"), all purportedly incorporated and controlled by a licensed medical doctor, Joseph Raia, M.D. ("Raia"), including Joseph A. Raia, M.D., P.C. ("Raia P.C."), JR Medical, P.C. ("JR Medical"), and Raia Medical Services, P.C. ("Raia Medical Services") (collectively, the "PC Defendants").

2. Although Raia P.C. was incorporated in 1996, the PC remained dormant for many years, until it resumed billing insurers for purported healthcare tests and services in or around 2018.

3. Raia subsequently incorporated JR Medical in 2019 and Raia Medical Services in 2022, and began using the PC Defendants as part of his scheme to defraud insurers.

4. On information and belief, the return to billing under Raia P.C. and the incorporation of JR Medical and Raia Medical Services corresponds with Raia's series of compiling debts owed to the United States government, other parties, and his own legal counsel as a result of a series of legal matters. *See, e.g., Office of Inspector General Case No. 12-18-2014; Government Employees Ins. Co., et al. v. Badia, M.D., et al.*, 1:13-cv-07120-CBA-VMS (E.D.N.Y. 2013); *Government Employees Ins. Co., et al. v. Prescott, et al.*, 1:14-cv-00057-BMC (E.D.N.Y. 2015); *Golden Nugget Atlantic City, LLC v. Joseph A. Raia*, Index No. 603602/2019 (Nassau Sup. Ct.); *Joseph A. Raia v. Cinzia Petraz, et al.*, Index No. 201512/2019 (Nassau Sup. Ct.); *Joseph A. Raia v. Pompeo, et al.*, 2:20-cv-01083-JMA-AYS (E.D.N.Y. 2020), and *Paul Pipia v. Cinzia Raia*, Index No. 616131/2022 (Nassau Sup. Ct.).

5. The timing of Raia's utilization of the PC Defendants further coincides with a 15 year minimum exclusion from participating in federal health care programs that began in 2014, and Raia's decision to stop seeing patients at Raia Medical Health, P.C., likely due to its exposure in the intercepted telephone calls in the matter *USA v. Rose*, 1:19-cr-00789-PGG (S.D.N.Y.)

6. The PC Defendants maintain no standalone practices, and operate on a transient basis from a series of "multi-disciplinary" clinics throughout the New York City metropolitan area.

7. As evidenced by testimony previously provided to Allstate, Raia does not advertise the PC Defendants and does nothing to attract a legitimate patient base.

8. Instead, Raia enters into “lease” and “sublease” agreements with the purported owners of these medical clinics, pursuant to which the PC Defendants “rent” office space.

9. These “lease” and “sublease” agreements allowed Raia and the PC Defendants to pay kickbacks disguised as “rent” in exchange for access to their patient base and referral network.

10. The PC Defendants, despite operating under different names and Taxpayer Identification Numbers (“TINs”), are all operated interchangeably, wherein they render the same pattern of billing and treatment while frequently utilizing the same employees.

11. In furtherance of this scheme, Raia purposely and knowingly conspired with the licensed healthcare professional, Eric Kenworthy, M.D. (“Kenworthy”), to allow the PC Defendants to operate from multiple multi-disciplinary clinics at the same time, thereby increasing the daily charges that could be submitted to insurance companies, including Allstate.

12. Raia recruited Kenworthy to participate in this scheme and had him utilize the PC Defendants as vehicles to submit No-Fault benefit claims to Allstate.

13. By recruiting Kenworthy, Raia created the false impression that the tests and services that were purportedly rendered to patients of the PC Defendants were provided under the guidance of a properly licensed physician, on a patient-to-patient basis.

14. As explained herein, throughout the course of this scheme, Raia, Kenworthy, Raia P.C., JR Medical, and Raia Medical Services (collectively, the “Defendants”) (or those working under their direction and control) purposely induced Allstate to pay the PC Defendants for healthcare tests and services purportedly provided to Allstate Claimants while knowing that the charges for these tests and services were not compensable under New York law.

15. These No-Fault benefit claims were not compensable under New York law, as the healthcare tests and services that were purportedly rendered by the PC Defendants to Allstate

Claimants were (1) fraudulent, (2) rendered pursuant to an unlawful referral and financial arrangement, (3) excessive and medically unnecessary, (4) rendered as part of a predetermined treatment protocol, and/or (5) provided for the sole purpose of maximizing Raia's profits rather than improving the condition of each patient.

16. The success of the Defendants' scheme to defraud relied on the transmission to Allstate, through the U.S. Mail, of invoices, bills, and other No-Fault claim reimbursement documents warranting the PC Defendants' eligibility to collect No-Fault benefits under New York law.

17. Allstate reasonably relied on the facial validity of the PC Defendants' documents—and the representations contained therein—when paying No-Fault claims submitted by (or on behalf of) the PC Defendants.

18. By this Complaint, Allstate asserts claims against the Defendants for: (a) violations of the federal Racketeer Influenced and Corrupt Organizations (RICO) Act, 18 U.S.C. § 1961, *et seq.*; (b) common-law fraud; and (c) unjust enrichment.

19. Through this action, Allstate seeks to recover all monies wrongfully paid to Raia P.C., JR Medical, and Raia Medical Services.

20. Specifically, Allstate seeks to recover actual damages totaling over \$1,115,202.67 which represent No-Fault benefit payments that Allstate was wrongfully caused to make to the Defendants during the course of this scheme.

21. Allstate also seeks a declaration that it has no legal obligation to make any payments on any No-Fault claims that have been submitted by (or on behalf of) Raia P.C., JR Medical, and Raia Medical Services, because the tests and services purportedly provided to Allstate-covered patients were rendered in direct violation of one or more New York State

licensing requirements necessary to provide such tests and services, thus rendering Raia P.C., JR Medical, and Raia Medical Services ineligible to seek No-Fault reimbursement under prevailing New York laws and regulations.

22. All of the acts and omissions of the Defendants described throughout this Complaint were undertaken intentionally.

23. Each Defendant named herein conspired with at least one other Defendant to accomplish and to further the objectives of their scheme to defraud.

24. Raia, with the assistance of Kenworthy, purposely designed and executed this scheme with the express aim of eliciting payments of automobile insurance contract proceeds from Allstate to Raia P.C., JR Medical, and Raia Medical Services, for his personal benefit.

25. The Defendants knew that the patients identified in this Complaint were eligible for insurance coverage through automobile insurance policies issued by Allstate.

26. Allstate estimates that the Defendants, in furtherance of this scheme, purposely and knowingly submitted to Allstate hundreds of bills on behalf of the PC Defendants knowing that none of the bills were lawfully compensable under prevailing New York law relative to No-Fault insurance coverage and reimbursement eligibility.

II. THE PARTIES

A. PLAINTIFFS

27. Allstate Insurance Company, Allstate Indemnity Company, Allstate Property & Casualty Insurance Company, and Allstate Fire & Casualty Insurance Company, are corporations duly organized and existing under the laws of the State of Illinois, having their principal place of business in Northbrook, Illinois.

28. At all relevant times to the allegations contained in this Complaint, Allstate Insurance Company, Allstate Indemnity Company, Allstate Property & Casualty Insurance Company, and Allstate Fire & Casualty Insurance Company, were each authorized to conduct business in New York.

B. DEFENDANTS

1. Joseph A. Raia, M.D.

29. Raia resides in and is a citizen of the States of New York.

30. At all relevant times, Raia has been licensed to provide medical services in the State of New York.

31. According to records on file with the New York Department of State, Raia is the sole shareholder, officer, and/or director of Raia P.C., JR Medical, and Raia Medical Services.

32. When patients sought tests and services from the PC Defendants, they were caused to enter into assignment of benefits agreements with the PC Defendants, thus giving the PC Defendants the right to seek No-Fault payments directly from insurers.

33. As assignees of their patients' benefits, the PC Defendants sought and collected No-Fault payments directly from insurers, including Allstate.

34. As detailed herein, the PC Defendants purposely sought No-Fault benefit payments from Allstate knowing that the PC Defendants were not lawfully eligible to seek or collect such payments.

35. Because he directly participated in the operation and management of the PC Defendant enterprises throughout the course of this scheme, Raia is responsible for the fraudulent services provided to patients of these entities, and is thereby also jointly and severally liable for the payments that Allstate was wrongfully induced to make to these entities.

2. Eric Kenworthy, M.D.

36. Kenworthy resides in and is a citizen of the States of New York.

37. At all relevant times, Kenworthy has been licensed to provide medical services in the State of New York.

38. At all relevant times, Kenworthy has purportedly provided tests and services to patients of the PC Defendants.

39. When patients sought tests and services from the PC Defendants, they were caused to enter into assignment of benefits agreements with the PC Defendants, thus giving the PC Defendants the right to seek No-Fault payments directly from insurers.

40. As assignees of their patients' benefits, the PC Defendants sought and collected No-Fault payments directly from insurers, including Allstate.

41. As detailed herein, the PC Defendants purposely sought No-Fault benefit payments from Allstate knowing that the PC Defendants were not lawfully eligible to seek or collect such payments.

42. Because he directly participated in the operation and management of the PC Defendant enterprises throughout the course of this scheme, Kenworthy is responsible for the fraudulent services provided to patients of these entities, and is thereby also jointly and severally liable for the payments that Allstate was wrongfully induced to make to these entities.

3. Joseph A. Raia, M.D., P.C.

43. Raia P.C. is organized under New York law as a professional service corporation.

44. As organized, Raia P.C. was authorized to provide professional physician services.

45. Raia P.C. maintained its principal executive office at 9101 4th Avenue, Brooklyn, New York during the relevant period.

46. Raia P.C. treated patients from a series of New York area multi-disciplinary clinics.

47. Raia is the sole registered officer, director, and/or shareholder of Raia P.C.

4. JR Medical, P.C.

48. JR Medical is organized under New York law as a professional service corporation.

49. As organized, JR Medical was authorized to provide professional physician services.

50. JR Medical maintained its principal executive office at 3381 Milburn Avenue, Baldwin, New York, during the relevant period.

51. JR Medical treated patients from a series of New York area multi-disciplinary clinics.

52. Raia is the sole registered officer, director, and/or shareholder of JR Medical.

5. Raia Medical Services, P.C.

53. Raia Medical Services is organized under New York law as a professional service corporation.

54. As organized, Raia Medical Services was authorized to provide professional physician services.

55. Raia Medical Services maintained its principal executive office at 3381 Milburn Avenue, Baldwin, New York during the relevant period.

56. Raia Medical Services treated patients from a series of New York area multi-disciplinary clinics.

57. Raia is the sole registered officer, director, and/or shareholder of Raia Medical Services.

III. JURISDICTION AND VENUE

58. Subject matter jurisdiction over this action is conferred upon this Court by 28 U.S.C. §§ 1331 and 1332.

59. Supplemental jurisdiction over the plaintiffs' state law claims is proper pursuant to 28 U.S.C. § 1367.

60. Venue is proper pursuant to 28 U.S.C. § 1391(b)(2) whereas the vast majority of the acts known to Allstate alleged herein were carried out within the Eastern District of New York.

61. At all relevant times, the defendants have engaged in purposeful activities in New York by seeking and submitting payment demands for claims made under New York's No-Fault laws, as detailed, *infra*.

62. The Defendants' activities and contacts with New York were purposely sought and transacted to take advantage of the benefits available under New York's No-Fault laws.

63. As the allegations and causes of action in the within Complaint arise from the Defendants' fraudulent demands for payment under the No-Fault laws of New York, there is no question that there exists a substantial relationship between the transactions at issue, and Allstate's causes of action.

IV. APPLICABLE LAWS AND REGULATIONS

A. NEW YORK NO-FAULT LAWS

64. Allstate underwrites motor vehicle insurance in the State of New York.

65. New York's No-Fault laws are designed to ensure that injured victims of motor vehicle accidents have an efficient mechanism to pay reasonable fees for necessary healthcare services.

66. Under New York’s Comprehensive Motor Vehicle Insurance Repairs Act, (N.Y. INS. LAW § 5101, *et seq.*), and the regulations promulgated thereto (11 N.Y.C.R.R. § 65, *et seq.*) (collectively the “No-Fault Laws”), motor vehicle insurers, like Allstate, are required to provide Personal Injury Protection Benefits (“No-Fault Benefits”) to claimants.

67. Under the New York No-Fault Laws, individuals are entitled to be compensated for “basic economic loss” resulting from injuries caused by the operation of a motor vehicle.

68. “Basic economic loss” is defined to include “all necessary expenses” for healthcare services. *See* N.Y. INS. LAW § 5102(a)(1); 11 N.Y.C.R.R. § 65-1-1.

69. These necessary expenses include physical therapy that is rendered pursuant to a referral from a physician. *See* N.Y. INS. LAW § 5102(a)(1).

70. These No-Fault benefits include up to \$50,000 per claimant for reasonable expenses that are incurred for necessary healthcare goods and services.

71. A claimant may assign his or her No-Fault Benefits to third parties, such as healthcare service providers.

72. Pursuant to a duly executed assignment, a healthcare provider may submit claims directly to an insurance company and receive payment for necessary healthcare services rendered using the claim form required by the New York State Department of Insurance (known by its title “Verification of Treatment by Attending Physician or Other Provider of Health Service” or more commonly known as an “NF-3”).

73. Alternatively, healthcare providers may submit claims to insurance carriers using the Health Insurance Claim Form (known as the “CMS-1500” form and formerly known as the “HCFA-1500” form).

74. The NF-3 and CMS-1500 forms are important documents in the insurance industry. These documents certify that the provider's request for payment is not materially false, misleading, or fraudulent. *See* 11 N.Y.C.R.R. § 65.3-11(a); N.Y. INS. LAW § 403(d).

75. Pursuant to N.Y. Ins. Law § 403(d), each NF-3 and CMS-1500 form carry the same warning by substance: "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 misleading, information concerning any fact material thereto, commits a fraudulent act, which is a crime."

76. It is a material misrepresentation to submit NF-3 and CMS-1500 forms for treatment, testing, and other services that: (a) are never provided; (b) are billed as expensive/complex procedures when, in reality, a less complex and less expensive service was actually provided; or (c) are billed at a greater monetary charge than is permitted by the applicable fee schedule.

B. NEW YORK EDUCATION LAW

77. New York Education Law § 6522 prohibits anyone from engaging in the practice of medicine except for those licensed to practice medicine. *See* N.Y. EDUC. LAW § 6522.

78. Pursuant to New York Education Law § 6530(11), licensed physicians are prohibited from "permitting, aiding or abetting an unlicensed person to perform activities requiring a [medical] license."

79. Under New York Education Law § 6530, it is professional misconduct for a licensed physician to (a) practice the profession fraudulently, (b) order excessive tests or treatments not warranted by the condition of the patient, and (c) fail to maintain a record for each patient that accurately reflects the evaluation and treatment of the patient.

80. Under New York Education Law § 6530(19), it is also professional misconduct for a licensed physician to permit any person to share in the fees for professional services, other than a partner, employee, associate of a professional firm or corporation, professional subcontractor or consultant authorized to practice medicine, or a legally authorized trainee practicing under the supervision of a licensee.

81. The sharing or splitting of fees derived from the provision of professional physician services constitutes professional misconduct and subjects a physician to serious penalties, including sanctions against the offending physician's medical license.

C. NEW YORK BUSINESS CORPORATION LAW

82. In New York, professional service corporations are governed by §§ 1501-1516 of the Business Corporation Law.

83. Under Business Corporation Law § 1504, professional service corporations cannot render professional services except through individuals authorized by law to render such professional services.

84. Moreover, under Business Corporation Law § 1507, a professional service corporation cannot issue shares to individuals unless they are "engaged in the practice of such profession in such [a] corporation." It also prohibits such shareholder(s) from entering into any agreement, granting proxies, or transferring control to individuals who are not authorized by law to practice the profession for which the professional service corporation is authorized to practice.

85. Pursuant to Business Corporation Law § 1508, each director or officer of a professional service corporation must be authorized by law to practice in New York the profession that such corporation is authorized to practice.

86. Taken together, the restrictions set forth under the No-Fault Laws, the Education Law, and the Business Corporation Law are designed to ensure that professional service entities are operated and controlled by individuals that are authorized to practice in the professional discipline(s) offered by the entity.

87. New York's No-Fault Laws expressly provide that "[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." *See* 11 N.Y.C.R.R. § 65-3.16(a)(12) (emphasis added).

88. In *State Farm Mut. Auto. Ins. Co. v. Mallela*, the New York Court of Appeals upheld 11 N.Y.C.R.R. § 65-3.16(a)(12) by holding that corporations organized and registered to provide professional healthcare services that are fraudulently incorporated under New York Business Corporation Law §§ 1507 and 1508 and New York Education Law § 6507(4)(c) (i.e., those corporations that are operated and/or controlled by individuals or entities not licensed or authorized to provide the professional healthcare services that the corporations are organized and registered to provide) are not entitled to No-Fault reimbursement. *State Farm Mut. Auto. Ins. Co. v. Mallela*, 4 N.Y.3d 313, 320 (N.Y. 2005).

89. As such, a professional service corporation is lawfully ineligible to seek or receive No-Fault benefit payments if the entity, or any of its members, fails to meet any applicable licensing requirement necessary to perform a service. *See* 11 N.Y.C.R.R. § 65-3.16(a)(12).

90. Under prevailing law, an insurer may maintain a cause of action to recover monies paid on or after April 5, 2002 (the effective date of 11 N.Y.C.R.R. § 65-3.16(a)(12)) to healthcare providers that are organized, operated, and/or controlled in violation of New York law. *Metroscan Imaging, P.C. v. GEICO Ins. Co.*, 823 N.Y.S.2d 818, 821-22 (N.Y. App. Term, 2d Dep't 2006).

D. APPLICABLE NEW YORK LAW PROHIBITING CERTAIN REFERRAL ARRANGEMENTS

91. A practitioner who is authorized to order “clinical laboratory services, pharmacy services, radiation therapy services, physical therapy services or x-ray or imaging services” is prohibited from making a referral for such services to a healthcare provider who is authorized to provide such services where the practitioner or immediate family member of said practitioner has a financial relationship with the healthcare provider. *See* N.Y. PUB. HEALTH LAW § 238-a(1)(a).

92. A financial relationship is defined as an ownership interest, investment interest or compensation arrangement. *See* N.Y. PUB. HEALTH LAW § 238(3).

93. A compensation arrangement includes “any arrangement involving any remuneration between a practitioner, or immediate family member, and a healthcare provider. The term remuneration includes any remuneration, directly or indirectly, overtly or covertly, in cash or in kind.” *See* N.Y. PUB. HEALTH LAW § 238-a(5)(a).

94. Pursuant to Section 238-a(1)(b) of the New York Public Health Law, neither a healthcare provider nor a referring practitioner may present a claim, bill or any other demand for payment for clinical laboratory services, pharmacy services, radiation therapy services, physical therapy services or x-ray or imaging services when furnished pursuant to a prohibited referral arrangement.

95. Any such claims, bills or other demands made in connection with an illegal referral arrangement that results in payment to the referring practitioner or healthcare provider shall result in the referring practitioner and healthcare provider being jointly and severally liable for any amount collected. *See* N.Y. PUB. HEALTH LAW § 238-a(7).

96. With respect to referrals not prohibited under Section 238-a, a practitioner may not make a referral to a healthcare provider for the furnishing of any health or health related items or

services where such practitioner or immediate family member of such practitioner has a financial relationship with the healthcare provider (i.e., ownership or investment interest or a compensation arrangement that is in excess of fair market value or that provides for compensation that varies directly or indirectly based on the volume or value of any referrals of business between the parties) without disclosing the financial relationship to the patient, which disclosure must provide notice of the financial relationship as well as inform the patient of his or her right to utilize a specifically identified alternative healthcare provider if any such alternative is reasonably available. *See* N.Y. PUB. HEALTH LAW § 238-d(1)-(2).

97. Additionally, New York Education Law § 6530(18) prohibits a licensed physician from “[d]irectly or indirectly offering, giving, soliciting, or receiving, or agreeing to receive, any fee or other consideration to or from a, third party for the referral of a patient or in connection with the performance of professional services.”

98. Likewise, under Rule 29.1(b)(3) of the Board of Regents, applicable to “the practice of any profession licensed, certified or registered pursuant to title VIII of the Education Law”—which includes physical therapy, chiropractic, and acupuncture—practitioners are prohibited from “directly or indirectly offering, giving, soliciting, or receiving or agreeing to receive, any fee or other consideration to or from a third party for the referral of a patient or client or in connection with the performance of professional services.” 11 N.Y.C.R.R. § 29.1(b)(3).

99. Accordingly, New York law prohibits any licensed physician, physical therapist, chiropractor, or acupuncturist from giving and/or receiving payment to and/or from another licensee or third party in exchange for the referral of a patient.

V. **FACTUAL ALLEGATIONS COMMON TO ALL CLAIMS**

A. **GENERAL OVERVIEW OF THE DEFENDANTS' SCHEME TO DEFRAUD ALLSTATE**

100. The Defendants knowingly and intentionally engaged in conduct to defraud insurers through the submission of false and fraudulent No-Fault benefit claims.

101. Allstate was and is one of the No-Fault insurance providers victimized by this scheme.

102. New York's No-Fault system is designed to provide patients and healthcare providers with compensation for the provision of healthcare services and is also designed to facilitate prompt payment of patient claims.

103. As a result, the submission of facially valid bills by healthcare service providers for patient services will often result in prompt payment from a No-Fault insurer.

104. As it applies to professional healthcare services provided in the State of New York, healthcare providers are not eligible to seek or receive No-Fault reimbursement under Insurance Law § 5102 if they fail to meet any New York state or local licensing requirement necessary to perform such services in New York.

105. Raia was well aware of these conditions of reimbursement when he decided to take advantage of New York's No-Fault system and defraud Allstate by creating multiple entities that provided physician services to patients (i.e., the PC Defendants).

106. By virtue of his ownership of the PC Defendants, Raia was able to engage in the following misconduct as a means to propel this scheme:

- Billing Allstate for excessive and medically unnecessary treatment, or treatment that was not rendered as billed;
- Siphoning revenue from the PC Defendants—revenue that was generated from the provision of healthcare tests and services to patients of the PC Defendants; and

- Devising unlawful referral arrangements among the PC Defendants, which allowed Raia to pay kickbacks to the owners of the multi-disciplinary clinics, including unlicensed laypersons, in exchange for patient referrals.

107. Upon information and belief, Raia, facing steadily mounting debts, opted to utilize the PC Defendants to interchangeably submit billing for fraudulent services to Allstate and other insurers.

108. In order to allow the PC Defendants to operate from multiple multi-disciplinary clinics on the same date, thereby increasing the daily charges that could be submitted to insurance companies, including Allstate, Raia recruited Kenworthy to provide tests and services to patients of each of the PC Defendants.

109. Upon information and belief, Kenworthy, also facing steadily mounting debts and delinquent city and state taxes, began actively participating in this scheme.

110. Through Kenworthy's participation, Raia was able to create the false impression that the tests and services that were purportedly provided to patients of the PC Defendants were rendered under the guidance of a properly licensed physician, on a patient-to-patient basis.

111. However, these tests and services were excessive, not medically necessary, and were provided pursuant to predetermined treatment protocols which were designed to maximize the reimbursement collected by the PC Defendants, rather than to benefit patients.

112. In fact, the PC Defendants engaged in a pattern of overbilling for medical services, including billing for ultrasound for the guidance of needle placement when not clinically indicated and submitting charges for outcome assessment, which consisted only of the review of the Pain Management Outcome Assessment form that had been completed by the patient.

113. The PC Defendants purposely utilized these excessive services and improper Current Procedural Terminology (“CPT”) codes to inflate the charges that were submitted to insurers, including Allstate.

114. From 2018 to the present, Raia has rotated through the PC Defendants, utilizing each entity concurrently or in succession with others to circumvent Allstate’s attempts to investigate Raia’s practices.

115. At all times relevant to this action, Raia ensured a steady patient base as each of the PC Defendants by entering into fraudulent “lease” and “sublease” agreements with the owners of the various multi-disciplinary clinics - including unlicensed laypersons – through the New York metropolitan area, pursuant to which Raia provided illegal “kickback” payments to each owner in exchange for access to the respective clinic’s patient base.

116. Such conduct is not only prohibited under New York law, but is also dangerous to the patients who were subjected to these clinically unwarranted and medically unnecessary tests, treatments, prescriptions, and referrals.

117. Throughout the entirety of this scheme, Raia caused the PC Defendants to be operated in violation of New York law, and, as such, the PC Defendants’ claims for No-Fault reimbursement were never lawfully compensable under New York law.

B. FRAUDULENT OPERATION, MANAGEMENT, AND CONTROL OF THE PC DEFENDANTS

118. The PC Defendants operated, successively and/or concurrently, from several locations throughout the New York metropolitan area.

119. However, Raia did not advertise the PC Defendants, and did nothing to build a legitimate patient base or attract patients to these clinics.

120. Instead, Raia relied exclusively on patient referrals from the No-Fault clinics from which he “leased” or “subleased” space.

121. The PC Defendants operated from various multi-disciplinary “clinics” through the New York metropolitan area, all of which maintained a steady patient base through unlawful referral networks. These clinics operated out of the following addresses:

- 11 East Hawthorne Avenue, Valley Stream, New York
- 1100 Pelham Parkway, Bronx, New York
- 11118 Flatlands Avenue, Brooklyn, New York
- 146 Empire Boulevard, Brooklyn, New York
- 1611 East New York Avenue, Brooklyn, New York
- 1655 Richmond Avenue, Lower Level, Staten Island, New York
- 1674 East 22nd Street, Floor 2, Brooklyn, New York
- 172-17 Jamaica Avenue, Brooklyn, New York
- 1900B Ralph Avenue, Brooklyn, New York
- 2088B Flatbush Avenue, Brooklyn, New York
- 2115 Surf Avenue, Brooklyn, New York
- 240-19 Jamaica Avenue, Jamaica, New York
- 2414 65th Street, PO Box 615, Brooklyn, New York
- 2598 3rd Avenue, Bronx, New York
- 3063 Brighton 8th Street, 2nd Floor, Brooklyn, New York
- 313 43rd Street, Brooklyn, New York
- 3209 Milburn Avenue, Baldwin, New York
- 3237 Long Beach Road, Suite 110, Oceanside, New York
- 3250 Westchester Avenue, Bronx, New York
- 3381 Milburn Avenue, Baldwin, New York
- 3432 East Tremont Avenue, Bronx, New York
- 3626 Bailey Avenue, Bronx, New York
- 37-03 92nd Street, Jackson Heights, New York
- 42-26 3rd Avenue, Bronx, New York
- 4250 White Plains Road, Bronx, New York
- 5205 Church Avenue, Brooklyn, New York
- 540 East Fordham Road, Bronx, New York
- 599-601 Southern Boulevard, Bronx, New York
- 607 Westchester Avenue, Bronx, New York
- 62-54 97th Place, Suite 2H, Rego Park, New York
- 665 Pelham Parkway, North Bronx, New York
- 6937 Myrtle Avenue, Queens, New York
- 7909B Northern Boulevard, Jackson Heights, New York
- 82-17 Woodhaven Boulevard, Glendale, NY

- 89-25 130th Street, Richmond Hill, New York
- 9101 4th Avenue, Suite 3, Brooklyn, New York
- 9131 Queens Boulevard, Suite 318, Elmhurst, New York
- 92-08 Jamaica Avenue, Woodhaven, New York
- 97-01 101st Avenue, Queens, New York

122. The list above is non-exhaustive—several of the PC Defendants operated from additional No-Fault clinics in the area.

123. The various PC Defendants operated, concurrently and successively, through these medical mills, billing under different TINs and entity names, and provided many of the same tests and services.

124. In certain instances, the multi-disciplinary clinics were owned and operated by laypersons engaged in a widespread fraud network in New York State.

125. By way of example, JR Medical billed Allstate for healthcare tests and services that were purportedly performed at 1655 Richmond Avenue, Staten Island, New York.

126. In 2017, GEICO brought a RICO suit against the providers operating from that location, alleging that a “laundry-list” of medically unnecessary and otherwise unreimbursable healthcare services were performed under the unlawful direction of laypersons. *See Government Employees Ins. Co. v. Jean-Pierre Barakat, M.D.*, 1:17-cv-01066-NGG-LB (E.D.N.Y.).

127. By way of further example, the PC Defendants billed Allstate for healthcare tests and services that were purportedly performed at (i) 1100 Pelham Parkway, Bronx, New York; (ii) 1611 East New York Avenue, Brooklyn, New York; (iii) 1655 Richmond Avenue, Staten Island, New York; (iv) 2088B Flatbush Avenue, Brooklyn, New York; (v) 2598 3rd Avenue, Bronx, New York; (vi) 3063 Brighton 8th Street, Brooklyn, New York; (vii) 3432 East Tremont Avenue, Bronx, New York; (viii) 37-03 92nd Street, Jackson Heights, New York; (ix) 42-26 3rd Avenue, Bronx,

New York; (x) 4250 White Plains Road, Bronx, New York; (xi) 6937 Myrtle Avenue, Queens, New York; and (xii) 92-08 Jamaica Avenue, Woodhaven, New York.

128. In 2022, GEICO filed a series of RICO suits against the providers operating from these locations, alleging that medically unnecessary and otherwise unreimbursable healthcare services were performed under the unlawful direction of the same layperson and her billing company pursuant to illegal referral and kickback arrangements. *See Government Employees Ins. Co. v. Elena Stybel, D.O.*, 1:22-cv-02834-PKC-MMH; *Government Employees Ins. Co. v. Mark H. Vine, M.D.*; 1:22-cv-02965-EK-LB; and *Government Employees Ins. Co. v. Eric Kenworthy, M.D.*; 1:22-cv-03728-LDH-SJB.

129. In 2023, Allstate asserted similar allegations regarding the provision of medically unnecessary and otherwise unreimbursable healthcare services that were performed under the unlawful direction of the previously referenced layperson and her billing company pursuant to illegal referral and kickback arrangements at the clinics located at (i) 1611 East New York Avenue, Brooklyn, New York; (ii) 1655 Richmond Avenue, Staten Island, New York; (iii) 4250 White Plains Road, Bronx, New York; and (iv) 4250 White Plains Road, Bronx, New York. *See Allstate Ins. Co. v. Mark H. Vine, M.D.*; 1:23-cv-08070-RPK-LB.

130. In yet another example, Raia Medical Services billed Allstate for healthcare tests and services that were purportedly performed at 3250 Westchester Avenue, Bronx, New York and 540 East Fordham Road, Bronx, New York.

131. In 2024, Liberty Mutual filed a RICO suit alleging that numerous professional corporations, durable medical equipment (“DME”) companies, diagnostic testing companies, and pharmacies were installed by unlicensed laypersons, which utilized a series of professional service corporations to generate billing for medically unnecessary and expensive treatment, tests, DME

items, and prescription drugs. *See LM Insurance Corp. v. Abdalla I. Adam, M.D.*, 1:24-cv-04153-MMH (E.D.N.Y.).

132. The clinics in question operated as “revolving door” medical mills, allowing an ever-changing array of providers to bill from the location in exchange for kickback payments to clinic owners.

133. Raia maintained “lease” or “sublease” agreements with each clinic from which the PC Defendants operated.

134. These “lease” and “sublease” agreements were virtually identical to one another, containing the same terms and fixed range of rental payments – the PC Defendants typically paid a fee of approximately \$1,000.00 per month in “rent” in exchange for the use of one or two treatment rooms at each location, which was purportedly based on the fair market value for the location in question.

135. In reality, however, the rental fees paid by Raia were based on the volume of patients referred to the PC Defendants by the clinic, in violation of the Public Health Laws.

136. In an Examination Under Oath of JR Medical conducted by Allstate on December 9, 2022, Raia testified that he does not search for available office space and instead begins treating patients at each multi-disciplinary clinic when he’s been informed that there are enough patients that are treating at each location.

137. Raia, therefore, enters into month-to-month lease or sublease agreements to determine how many patients he has access to at the location, and to determine whether the reimbursement rate from insurance companies at this location is worthwhile to continue the lease agreement.

138. In exchange for the payment of kickbacks, the clinic controllers ensure that insureds are referred to the PC Defendants for fraudulent and medically unnecessary services.

139. These unlawful kickback arrangements are crucial to the success of the Defendants' fraudulent scheme.

140. These unlawful financial arrangements ensure that the PC Defendants have access to a steady base of insureds, allowing the PC Defendants to implement their fraudulent treatment protocol, bill insurers for medically unnecessary treatment, and generate inflated income from the insurance reimbursement payments.

C. FRAUDULENT TREATMENT PROTOCOL

141. As a crucial part of this scheme, the PC Defendants rendered and then sought payment for fraudulent treatments, tests, and services provided to patients.

142. Indeed, Raia intentionally designed this scheme to operate from a variety of "multi-disciplinary" clinics to ensure that patients were subjected to numerous treatments for prolonged periods regardless of whether the patients needed—or even wanted—these services.

143. The PC Defendants were not entitled to No-Fault reimbursement for these treatments, tests, and services, because they were excessive, medically unnecessary, and rendered pursuant to a pre-determined treatment protocol for the primary purpose of collecting payments from Allstate.

144. The documents and invoices created and submitted to Allstate by (or on behalf of) the PC Defendants routinely misrepresented that the billed-for services were performed in a legitimate and clinically reasonable manner.

145. As alleged herein, not only has this scheme injured Allstate, but the defendants' purposeful provision of excessive and clinically unwarranted care also compromised the well-

being of the patients that were subjected to these grossly unnecessary treatments, tests, and services.

146. Because of the misconduct described below, none of the PC Defendants' claims for No-Fault reimbursement under Insurance Law § 5102 are—or ever were—compensable.

1. Predetermined Treatment Protocol

147. To generate as much billing as possible, Raia implemented a protocol of excessive treatment over a prolonged period of time—treatment that was not medically indicated for the PC Defendants' patients, especially where the patients were only suffering from soft-tissue injuries caused by minor motor vehicle accidents.

148. Indeed, the treatment records of Allstate claimants treating with the PC Defendants, when viewed as a whole, reveal an unmistakable and egregious pattern of over-treatment.

149. The pattern of treatment instituted at each of these multi-disciplinary clinics typically commenced in one of two ways, in which (i) patients sought treatment with Raia through one of the PC Defendants, who subsequently referred the patients for a barrage of medically unnecessary and expensive testing and treatment within the multi-disciplinary clinic, or (ii) patients presented at that particular location's anchor PC wherein they were then referred to the PC Defendants for physician or pain management services, including initial and follow-up evaluations and trigger point injections.

150. The initial and follow-up evaluations were invariably utilized to refer patients for additional consultations and treatment, including physical therapy, within the multi-disciplinary clinic, thereby ensuring that each patient generated as much billing as possible.

151. These identical treatment plans ultimately caused Allstate Claimants to receive concomitant physical therapy, chiropractic care, and acupuncture treatment within the multi-disciplinary clinics several times per week for months on end.

152. Typically, the initial evaluations would also result in the referral for multiple MRI scans before a conservative course of treatment could be concluded and the prescription of medically unnecessary and expensive topical medications and durable medical equipment (“DME”).

153. Overall, the continued conservative care over extended periods of time—often with simultaneous chiropractic and physical therapy services treating the same body parts—is excessive, and not medically necessary for the management of patients’ soft-tissue sprains and strains.

154. To the extent that Allstate paid the PC Defendants in reliance on the documents created and submitted to Allstate by the PC Defendants in connection with the medically unnecessary and excessive healthcare tests and services, Allstate is entitled to recover all payments made to the PC Defendants in connection with such services.

155. Additionally, to the extent that any of the PC Defendants’ charges submitted in connection with these services remain unpaid, Allstate is under no obligation to make any payments in connection with those transactions because those services were excessive, not warranted, and therefore not compensable under New York’s No-Fault Law.

2. Medically Unnecessary Electrodiagnostic Studies

156. As part of their protocol, the PC Defendants incorporated electrodiagnostic (“EDX”) testing services, such as electromyography (“EMG”) studies and nerve conduction velocity (“NCV”) studies.

157. NCV studies are non-invasive studies in which peripheral nerves are stimulated with electrical current.

158. NCV studies include “F-Wave” and “H-Reflex” studies.

159. EMG tests measure the electrical activity of muscles, and are often performed in connection with NCV studies.

160. An EMG test involves the 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 muscle.

161. EDX testing must never follow a predetermined protocol. The decision of which nerves and muscles to test in each limb should be tailored to each patient’s unique circumstances, and to their unique EDX findings.

162. In a legitimate clinical setting, the decision of which nerves to study for each patient is based on (a) an evaluation of the patient’s history, (b) a detailed neurologic examination of the patient, and (c) the “real time” results obtained during the actual tests.

163. For example, if an abnormality is found during the tests, further investigation should be undertaken to determine the exact nature of the abnormality and the scope of the problem in terms of the number of nerves involved.

164. Moreover, the nerves and muscles chosen for EDX testing must depend on each patient’s specific complaints, physical examination findings, and prior EDX findings.

165. In other words, the nature and extent of EDX testing should never be the same for every patient.

166. The PC Defendants routinely performed EMG and NCV studies below the accepted standard of care.

167. The PC Defendants selected muscles and nerves for EMG and NCV testing based on a protocol approach, rather than a dynamic approach based on individual patient symptoms.

168. Each treating physician routinely sampled the same protocol list of muscles and nerves, wherein the same upper and lower body muscles and nerves of nearly every patient were tested regardless of their symptoms.

169. It is standard practice to sample five (5) muscles for a screening EMG, and, if abnormalities are found, the study is extended to test additional muscles to pinpoint the exact level of the radiculopathy.

170. Similarly, it is standard practice to sample five (5) nerves in a typical NCV study.

171. Here, Raia and the PC Defendants' treating physicians, including Kenworthy, performed remarkably excessive studies, which frequently included more than 30 nerves being studied by electrical stimulation and over 30 muscles studied through needle insertion.

172. Subjecting patients to this level of testing is not only medically excessive but is unethical, as physicians are trained to study the minimal number of nerves and muscles necessary to generate the information required to treat the patient's symptoms.

173. Further, these excessive studies pose a potential risk of unnecessary harm or pain to the patients.

174. In addition to being utilized prematurely, in violation of the New York Worker's Compensation Fee Schedule, the results of the PC Defendants' EMG and NCV studies were never incorporated into patients' treatment plans or referenced in subsequent evaluations.

175. The PC Defendants recommended and performed EDX testing (a) as a matter of routine rather than in response to each patient's unique exam findings, and (b) for the purpose of

justifying further excessive and unnecessary pain management treatment—treatment that would generate additional revenue for the Defendants.

176. Throughout the course of this scheme, the PC Defendants deployed EDX testing without any basis in evidence-based guidelines and contrary to the standard of care.

177. Deploying EDX testing in this manner suggests that the test results were never utilized to evaluate and assess each patient's condition.

178. Such testing was therefore medically unnecessary.

179. Not only was such EDX testing unnecessary, but it also (a) inflated the charges submitted to Allstate, and (b) placed the patients at additional and unwarranted physical risk of injury and infection.

180. This clinically unnecessary EDX testing was fraudulent because the testing was utilized for the Defendants' financial gain rather than for the individualized needs of the patients.

181. Moreover, even if the EDX testing was warranted, the testing was still fraudulent because the results were misinterpreted and/or falsely utilized as support to justify the provision of additional, unnecessary treatment.

182. Accordingly, because the EDX tests provided to the patients were excessive and not warranted by the condition of the patient, all of the charges submitted by the PC Defendants in connection with these tests are not compensable under New York's No-Fault Laws.

183. Moreover, to the extent any of the charges submitted in connection with these EDX tests remain unpaid, Allstate is under no obligation to make any further payments to the PC Defendants in connection with those tests because these studies were excessive and not warranted by the condition of the patient, and thus are not compensable under New York's No-Fault Laws.

3. Trigger Point Injections Under Medically Unnecessary Ultrasonic Guidance

184. As a routine part of the PC Defendants' treatment protocol, patients underwent trigger point injections ("TPIs") under ultrasonic guidance.

185. TPIs can be useful in pain management practice.

186. However, ultrasonic guidance is not medically necessary in the performance of TPIs.

187. Trigger points are easily located by direct palpation, and injecting into a vascular structure can be avoided by the provider pulling back on the plunger before administering the injection.

188. Trigger points are, in fact, not typically visible on ultrasounds, and, therefore, ultrasounds are largely useless in performing TPIs.

189. Ultrasonic guidance, billed by the PC Defendants under CPT Code 76942, is medically unnecessary, and greatly increases the costs associated with TPI procedures.

190. The use of ultrasonic guidance, which is not clinically supported, was not utilized to enhance patient safety, but to further inflate the billing that the PC Defendants could submit for that procedure.

4. Outcome Assessment Testing

191. Patients treating with the PC Defendants routinely underwent "Outcome Assessments," which were billed under CPT Code 99358.

192. CPT Code 99358 is a non face-to-face prolonged service code used for the physician's evaluation and management of a patient's treatment either *before or after* direct patient care.

193. CPT Code 99358 it utilized for the first hour of the physician's evaluation and management, with a 30 minute minimum to support the charge.

194. Notably, CPT Code 99358 cannot be billed on the *same day* as the evaluation and management service billed under the CPT Codes 99209-99215.

195. The PC Defendants routinely submitted charges to insurers, including Allstate, for "Outcome Assessments" which consisted solely of Raia and the PC Defendants' treating physicians review of a "Pain Management Outcome Assessment Report".

196. The "Pain Management Outcome Assessment Report" is a multi-page questionnaire which patients were asked to complete in order to document and describe their pain.

197. The PC Defendants' "Pain Management Outcome Assessment Report" questionnaires did not use standardized outcome assessment tools, such as the Revised Oswestry Back Disability Questionnaire, the Roland-Morris Questionnaire, the Headache Disability Index, the Neck Disability Index Questionnaire, the Shoulder Pain and Disability Index, and/or the Subjective Knee Score Questionnaire.

198. Scoring and tabulating a standard Outcome Assessment questionnaire can be accomplished by anyone in a physician's office in a matter of minutes.

199. For this reason, when physicians utilize Outcome Assessment tools, they are typically included in the bill for the overall evaluation conducted on that date of service.

200. The PC Defendants, however, routinely billed for both an office visit and an "Outcome Assessment" using separate CPT codes.

201. A true and accurate image from the medical bill for the patient A.M. (Claim No. 0578706798) is depicted below.

VERIFICATION OF TREATMENT BY ATTENDING PHYSICIAN OR OTHER PROVIDER OF HEALTH SERVICE
PAGE 2

15. REPORT OF SERVICES RENDERED – ATTACH ADDITIONAL SHEETS IF NECESSARY				
DATE OF SERVICE	PLACE OF SERVICE INCLUDING ZIP CODE	DESCRIPTION OF TREATMENT OR HEALTH SERVICE RENDERED	FEE SCHEDULE TREATMENT CODE	CHARGES
02/20/20	2088 Flatbush Avenue, 11234	INITIAL OFFICE VISIT	99204	148.69
02/20/20	2088 Flatbush Avenue, 11234	TRIGGER PT 1-2 MUSCLES	20552	107.65
02/20/20	2088 Flatbush Avenue, 11234	SONAR GUIDANCE FOR NEEDLE PLACEMENT	76942	262.91
02/20/20	2088 Flatbush Avenue, 11234	OUTCOME ASSESSMENT	99358	204.41

202. There is no CPT code that describes the procedure “Outcome Assessment.”

203. The PC Defendants’ routine billing of the procedure using the separate CPT Code 99358 on the same date of service was further inappropriate, as this code is used for the review of records on a different date than a patient’s primary evaluation and management service.

204. Accordingly, to the extent that Allstate paid the PC Defendants in reliance on documents created and submitted to Allstate in connection with medically unnecessary Outcome Assessment services, including, but not limited to, those payments listed in Exhibits 4-6, Allstate is entitled to recover all payments made in connection with any such services.

205. To the extent that any of the PC Defendants’ charges submitted in connection with medically unnecessary Outcome Assessment services remain unpaid, Allstate is under no obligation to make any payments in connection with those transactions.

5. Treatment Rendered Pursuant to Unlawful Referral Arrangements

206. Raia’s involvement with numerous multi-disciplinary clinics with many different healthcare disciplines was both intentional and crucial to the financial success of his scheme, as the multi-disciplinary clinics allowed for a symbiotic relationship between the providers and established the unlawful referral arrangements among their professional corporations.

207. As part of this scheme, each of the professional corporations operating from the multi-disciplinary clinics were caused to make referrals to the other PCs operating from that location, including the PC Defendants.

208. These referrals resulted in additional treatment, which, in turn, caused additional bills to be created and then submitted to Allstate seeking No-Fault reimbursement.

209. All of these claims and bills were furnished pursuant to an illegal arrangement through which Raia referred patients to-and-from professional healthcare corporations with which Raia had a financial relationship, thus rendering these claims and bills ineffective.

210. Where applicable, the PC Defendants and Raia also did not properly disclose to the patients that financial relationships existed between the PC Defendants, the clinic owners, and Raia.

211. The failure to disclose Raia's financial interests in the referrals was intentional.

212. Indeed, any such disclosure would have revealed Raia's carefully concealed fraudulent scheme, and may have drawn questions from patients and insurers about the legitimacy of the referrals and the resulting treatment.

213. Under New York law, Allstate has no obligation to pay any claims that arise from unlawful referral arrangements.

214. Accordingly, to the extent that Allstate paid the PC Defendants in reliance on documents created and submitted to Allstate in connection with these unlawful referrals, including, but not limited to, those payments listed in Exhibits 4-6, Allstate is entitled to recover all payments made in connection with any such services.

D. EXEMPLAR CLAIMS

i. Patient A.M. (Claim No. 0578706798)

215. Patient A.M. (Claim No. 0578706798) was purportedly involved in a motor vehicle accident on February 15, 2020.

216. As a result of the alleged accident, A.M. was transported by ambulance to the Brooklyn Hospital Emergency Department with complaints of headaches as well as pain in her neck, mid-back, low back, and left shoulder.

217. A.M. was subsequently examined by a physician and x-rays of the head were taken, which did not reveal any fractures.

218. In light of these findings, A.M. was discharged with a prescription for pain medication.

219. On February 17, 2020, two (2) days after the alleged motor vehicle accident, A.M. sought treatment at the medical clinic located at 2088-B Flatbush Avenue in Brooklyn, New York (the “Flatbush Avenue Clinic”), where she received chiropractic and acupuncture treatment.

220. Upon returning to the clinic on February 20, 2020, A.M. was evaluated by Raia, who began supervising her medical treatment.

221. At the time of the initial evaluation, Raia noted that A.M. had complaints of non-radiating neck pain, low back pain, and left shoulder pain.

222. Despite being only five (5) days after the alleged motor vehicle accident and with no clear symptoms to justify early imaging studies, Raia referred A.M. for MRIs of the left shoulder, cervical spine, and lumbar spine, which were completed on February 29, 2020.

223. At the time of the initial evaluation, Raia ordered multiple DME items and provided A.M. with a prescription for topical lidocaine, which was filled three (3) times during the course of A.M.'s treatment, at a cost in excess of \$1,500.00 for each prescription.

224. Notably, this topical lidocaine medication is available over-the-counter, at far lower costs.

225. Moreover, during the initial evaluation, Raia performed trigger point injection procedures, which were purportedly performed under ultrasound guidance.

226. Trigger point injections, however, are simply an injection of lidocaine with or without corticosteroid into a tender area of muscle tissue.

227. Ultrasound guidance is not indicated and its utilization is excessive.

228. By performing this procedure under ultrasound guidance, Raia was able to add an additional \$262.00 charge to A.M.'s medical bill.

229. In connection with this treatment, Raia purportedly also performed outcome assessment, in which he submitted charges to Allstate under the CPT code 99358.

230. Although the CPT code 99358 requires a prolonged office visit, the outcome assessment purportedly performed by Raia consisted only of a review of the Pain Management Outcome Assessment Form that was completed and signed by the patient.

231. Billing for a review of this form as opposed to the required prolonged office evaluation and management service does not meet the criteria for such a charge.

232. Further, as a result of the initial examination, Raia recommended that A.M. undergo computerized manual muscle testing and range of motion assessment, which were ultimately performed on five (5) separate occasions.

233. In each instance, charges in excess of \$1,500.00 were submitted to Allstate.

234. These tests, however, are medically unnecessary, with no clinical utility to support their use.

235. As evidenced by the medical records that were submitted to Allstate, there is no indication that the results of these procedures were interpreted or incorporated into A.M.'s course of treatment.

236. In connection with A.M.'s treatment at the Flatbush Avenue Clinic, A.M. was placed on a course of concomitant chiropractic, physical therapy, and acupuncture treatment.

237. This course of treatment subsequently spanned approximately 100 total visits, despite a consistent documentation as to the lack of efficacy of this treatment.

238. On March 23, 2020, approximately six (6) weeks after the purported motor vehicle accident, A.M. underwent a neurology consultation at the Flatbush Avenue Clinic.

239. Notably, none of A.M.'s medical providers, including Raia, had documented any radicular symptoms existing in the arms or legs to justify this consultation.

240. Further, despite the presence of axial only neck and low back pain, without radiating pain, numbness, or tingling of the limbs, A.M. underwent EMG studies on all four (4) limbs on the same date.

241. In the absence of radicular symptoms, EMG is not indicated in any capacity.

242. The sampling of 36 muscles, in a 27-year old with no documentation of radicular pain in the arms and legs, is therefore not only medically unnecessary but also unethical.

243. Despite the lack of medical necessity, Allstate was billed \$3,545.00 for this procedure.

244. During this course of treatment, A.M. was subsequently re-evaluated by Raia and/or Kenworthy, who recommended further trigger point injections that were performed under ultrasound guidance and outcome assessment testing.

245. Despite the relatively minor soft tissue injuries, A.M. was subjected to excessive medical treatment at the Flatbush Avenue Clinic.

246. This course of treatment, which was supervised by Raia, included the inappropriate referral for MRIs prior to a course of conservative treatment, and the concomitant use of both physical therapy and chiropractic treatment, in addition to acupuncture, for close to 100 total visits.

247. In connection with the treatment purportedly rendered to the claimant, the Defendants submitted documentation to Allstate through the U.S. Mail, supporting their demand for No-Fault reimbursement in connection with the services purportedly provided to A.M.

248. The documentation submitted to Allstate by the Defendants demonstrates that A.M. was subjected to excessive and medically unnecessary healthcare services during the relevant period.

ii. Patient D.P. (Claim No. 0621720196)

249. Patient D.P. (Claim No. 0621720196) was purportedly involved in a motor vehicle accident on February 22, 2021.

250. As a result of the alleged accident, D.P. was transported to Queens General Hospital with complaints of pain in his neck, mid-back, right shoulder, lower back, and hips.

251. D.P. was subsequently evaluated, treated, and released to home care.

252. On March 4, 2021, 10 days after the alleged motor vehicle accident, D.P. sought treatment with Raia at the clinic located at 92-08 Jamaica Avenue in Woodhaven, New York (the “Jamaica Avenue Clinic”).

253. Despite the lack of symptoms to justify early imaging, Raia referred D.P. for four (4) separate MRI scans, consisting of the entire spinal axis and right shoulder.

254. During the initial evaluation, Raia performed outcome assessment testing as well as trigger point injections, which were performed under ultrasound guidance.

255. The use of ultrasound guidance for the trigger point injections, however, is not indicated.

256. Likewise, the charge for the outcome assessment was inappropriately billed under the prolonged service CPT code 99354, when the testing consisted of only the review of the form that was completed by D.P., in which the patient assessed his own symptoms.

257. While treating under Raia's care at the Jamaica Avenue Clinic, D.P. was placed on a course of treatment that included the concomitant use of physical therapy, chiropractic, and acupuncture treatment.

258. These healthcare services were ultimately rendered over the course of 150 total visits, despite the consistent documentation regarding their lack of efficacy.

259. During this treatment, D.P. also underwent extracorporeal shockwave therapy, despite the fact that this treatment was not indicated for D.P.'s soft tissue musculoskeletal-type symptoms.

260. Further, despite the lack of central nervous symptoms beyond headache, D.P. was subjected to video electronystagmography ("ENG") and transcranial Doppler studies that were clearly not indicated.

261. Consistent with the predetermined treatment protocol utilized by Raia, D.P. was subjected to excessive and inappropriate treatment at the Jamaica Avenue Clinic.

262. Specifically, D.P. was referred for invasive MRI studies (i.e., MRIs of the cervical, thoracic, and lumbar spine as well as the right shoulder), which were ordered at the initial visit despite no indication for imaging of that nature in any of the involved areas.

263. Raia purportedly performed trigger point injections at each visit under ultrasound guidance, despite a lack of medical indication nor any clinical utility.

264. Similarly, Raia purportedly performed outcome assessment at each visit, which was then fraudulently billed to Allstate.

265. Pursuant to the predetermined treatment protocol, Raia ordered multiple DME items for D.P. and prescribed topical lidocaine and diclofenac gels.

266. Notably, the 3% diclofenac gel, typically marketed as Solaraze, that was prescribed to D.P. is a treatment for actinic keratosis or precancerous skin lesions.

267. The use of this gel is not indicated in the treatment of musculoskeletal disorders.

268. Despite the lack of medical necessity, Allstate was subsequently billed \$4,700.00 in connection with these topical medications.

269. In connection with the treatment purportedly rendered to the claimant, the Defendants submitted documentation to Allstate through the U.S. Mail, supporting their demand for No-Fault reimbursement in connection with the services purportedly provided to D.P.

270. The documentation submitted to Allstate by the Defendants demonstrates that D.P. was subjected to excessive and medically unnecessary healthcare services during the relevant period.

iii. Patient K.S. (Claim No. 0580943157)

271. Patient K.S. (Claim No. 0580943157) was purportedly involved in a motor vehicle accident on March 9, 2020.

272. At the time of the alleged incident, K.S. did not require medical attention.

273. On March 10, 2020, one (1) day after the alleged motor vehicle accident, K.S. presented at Rutland Medical, P.C. (“Rutland Medical”) with a complaint of left shoulder pain.

274. Over the course of the next week, K.S.’s complaints spread to include headaches, low back pain, bilateral shoulder pain, and bilateral knee pain.

275. In connection with his treatment at Rutland Medical, K.S. received a short span of physical therapy, chiropractic, and acupuncture treatment.

276. In mid-May, K.S. sought additional treatment at the medical clinic located at 11 East Hawthorne Avenue in Staten Island, New York (the “Hawthorne Avenue Clinic”).

277. K.S. subsequently began a course of physical therapy, chiropractic, and acupuncture treatment at the Hawthorne Avenue Clinic, which were all rendered on the same dates of service.

278. This excessive treatment was purportedly rendered in excess of 40 visits, despite the consistent documentation as to the lack of the efficacy of the treatment.

279. While treating at the Hawthorne Avenue Clinic, K.S. was subjected to transcranial Doppler and video ENG studies, despite a lack of indication for either of these tests.

280. Notably, the pain diagrams that were purportedly completed by K.S. prior to each test varied differently from visit to visit, with inconsistent symptomatic areas identified during the course of treatment.

281. On May 28, 2020, Raia conducted an initial evaluation of K.S., wherein a chiropractic disability examination was undertaken at the same clinic on the same day.

282. At the time of the initial evaluation, Raia performed an EMG study and submitted charges to Allstate utilizing old CPT codes to bill for 22 separate nerves.

283. Under the new CPT codes, those CPT codes are no longer valid and Raia would have been limited to billing for 13+ nerves.

284. Based on the records submitted by the additional medical providers at the Hawthorne Avenue Clinic, the EMG study had minimal, if any, indication and certainly was not indicated to the extent that Raia performed it on May 28, 2020.

285. In addition to being fraudulently billed, this study was unethical and excessive in light of the number of needle sticks required to complete the evaluation.

286. On June 4, 2020, Raia conducted a follow-up evaluation which was billed under the CPT code 99204 for an initial evaluation, despite having previously conducted an initial evaluation on May 28, 2020.

287. Consistent with the predetermined treatment and billing protocol, Raia had K.S. complete a patient review of symptoms form, which Raia then reviewed and billed as outcome assessment under the CPT code 99358, an extended care code.

288. As part of the follow-up visit, Raia also purportedly performed trigger point injections under ultrasound guidance, despite a lack of indication to support the use of ultrasound.

289. By performing the injections under ultrasound guidance and inappropriately billing for the outcome assessment, Raia was able to increase the charges submitted to Allstate for the June 4, 2020 visit to \$735.00.

290. Throughout K.S.'s treatment at the Hawthorne Avenue Clinic, a number of manual muscle testing and range of motion assessments were undertaken.

291. Notably, the results of these tests varied and were inconsistent from one medical provider to another.

292. For example, on August 11, 2020, the physical therapist at the Hawthorne Avenue Clinic performed manual muscle testing and range of motion assessment and documented left shoulder range of motion to be 26 degrees for abduction and 35 degrees for flexion, with purported severe restriction to the right shoulder range of motion.

293. However, on August 10, 2020, K.S. was evaluated at Thompson Medical where she was found to have full range of motion on both sides.

294. Similarly, Viviane Etienne, M.D., who also performed trigger point injections under ultrasound guidance, noted that K.S. had full right shoulder range of motion and slightly reduced left shoulder range of motion on July 21, 2020.

295. These results demonstrate that there is no indication that these tests were reviewed nor that the results were utilized for any purpose other than to increase the charges submitted to Allstate.

296. In connection with the treatment purportedly rendered to the claimant, the Defendants submitted documentation to Allstate through the U.S. Mail, supporting their demand for No-Fault reimbursement in connection with the services purportedly provided to M.D.

297. The documentation submitted to Allstate by the Defendants demonstrates that M.D. was subjected to excessive and medically unnecessary healthcare services during the relevant period.

iv. Patient M.A. (Claim No. 0724151634)

298. Patient M.A. (Claim No. 0724151634) was purportedly involved in a motor vehicle accident on August 4, 2023.

299. As a result of the alleged accident, M.A. sought treatment at New York Presbyterian Hospital where she was examined, treated, and released.

300. On August 9, 2023, only five (5) days after the purported motor vehicle accident, M.A. sought treatment with Raia at the Jamaica Avenue Clinic.

301. At that time, M.A. was noted to have complaints of neck, mid back, lower back, and right shoulder pain.

302. The initial evaluation report completed by Raia specifically indicates that there were no central nervous systems symptoms such as dizziness, balance problems, or even headache.

303. Consistent with the predetermined treatment protocol, Raia ordered excessive DME items and prescribed M.A. with topical lidocaine.

304. On the date of the initial evaluation and at each subsequent follow-up visit, Raia purportedly performed outcome assessment testing, which was improperly billed to Allstate, as well as trigger point injections under ultrasound guidance.

305. Consistent with the predetermined treatment protocol, the use of the ultrasound guidance was not indicated for this type of procedure but was included to add significant charges to each medical bill.

306. Despite the fact that M.A. had no worrisome symptoms of joint fracture, pending neurologic compromise, infection, or malignancy, Raia ordered four (4) separate MRIs only five (5) days after the alleged motor vehicle accident.

307. In addition to the medically unnecessary and excessive MRIs, Raia referred M.A. for diagnostic ultrasound procedures of the spinal axis and joints.

308. These procedures, however, are not indicated.

309. Spinal ultrasound from a diagnostic standpoint is only indicated for assessment of spinal cord tumors or failures of closure of the spinal axis, such as seen in spina bifida.

310. Despite the absence of any central nervous systems complaints, Raia also referred M.A. for video ENG and dynamic posturography studies.

311. However, these studies carry no clinical utility whatsoever in general terms, and in particular to M.A., carry no significance.

312. Notably, although the expensive neurologic tests and spinal imaging by ultrasound were ordered and completed, their findings were never reviewed in any of Raia's subsequent follow-up visits.

313. Lastly, Raia referred M.A. for an EMG study, which was conducted at the same clinic (i.e., the Jamaica Avenue Clinic).

314. Despite billing in excess of \$600.00 for this study, the corresponding medical report was not submitted to Allstate nor were the results reviewed or incorporated by Raia in any subsequent visits.

315. Consistent with the predetermined treatment protocol, while treating with Raia at the Jamaica Avenue Clinic, M.A. underwent a course of physical therapy and acupuncture treatment totaling over 80 sessions.

316. In connection with the treatment purportedly rendered to the claimant, the Defendants submitted documentation to Allstate through the U.S. Mail, supporting their demand for No-Fault reimbursement in connection with the services purportedly provided to M.A.

317. The documentation submitted to Allstate by the Defendants demonstrates that M.A. was subjected to excessive and medically unnecessary healthcare services during the relevant period.

v. **Patient C.S. (Claim No. 0729642362)**

318. Patient C.S. (Claim No. 0729642362) was purportedly involved in a motor vehicle accident on September 19, 2023.

319. On the following day, C.S. presented at the Northwell Health Emergency Department with complaints of posterior headache, neck pain, and low back pain.

320. At that time, an initial evaluation was performed and C.S. was subsequently discharged to home care with instructions to take over-the-counter pain medications.

321. On October 10, 2023, C.S. sought additional medical treatment with Raia, who documented complaints of neck pain without radiation, low back pain without radiation, in addition to bilateral shoulder and mid-back pain.

322. At the time of the initial evaluation, C.S. had not partaken in any conservative care.

323. Despite the absence of an attempt of a course of conservative care, and not concerning the findings on presentation, Raia ordered MRIs on five (5) separate areas, including the entire spinal axis and both shoulders.

324. Raia further prescribed lidocaine topical medication at a charge of \$200.00.

325. Although brief, C.S.'s medical treatment with Raia demonstrates the implementation of the predetermined treatment protocol regardless of the patient's injuries.

326. Specifically, Raia ordered C.S. to undergo excessive and invasive imaging, and prescribed medically unnecessary topical medication, despite relatively minor soft tissue injuries and before a course of conservative treatment could be attempted.

327. In connection with the treatment purportedly rendered to the claimant, the Defendants submitted documentation to Allstate through the U.S. Mail, supporting their demand for No-Fault reimbursement in connection with the services purportedly provided to C.S.

328. The documentation submitted to Allstate by the Defendants demonstrates that C.S. was subjected to excessive and medically unnecessary healthcare services during the relevant period.

vi. **Patient J.D. (Claim No. 0588121871)**

329. Patient J.D. (Claim No. 0588121871) was purportedly involved in a motor vehicle accident on May 24, 2020.

330. As a result of the alleged accident, J.D. did not require immediate medical attention.

331. Rather, on May 28, 2020, J.D. presented at the Jamaica Avenue Clinic and sought chiropractic treatment.

332. At that time, J.D. was documented to have complaints of neck pain radiating to both shoulders, mid-back pain, and non-radiating low back pain.

333. J.D. subsequently began a course of treatment at the Jamaica Avenue Clinic that included 144 visits of concomitant chiropractic, physical therapy, and acupuncture treatment over the following six (6) months.

334. On June 4, 2020, 11 days after the alleged motor vehicle accident, J.D. was evaluated by Raia.

335. The initial evaluation report indicates that J.D. reported neck pain that was non-radiating, low back pain that was non-radiating, in addition to numbness and tingling in the left hand.

336. Raia's initial evaluation report specifically notes an absence of any psychiatric-type symptoms.

337. Before any course of conservative care could be attempted, and despite the lack of any clear symptoms to justify early imaging studies, Raia ordered two (2) separate MRI scans.

338. Consistent with the treatment protocol, Raia further prescribed topical lidocaine, which was billed to Allstate at a charge of \$3,250.00.

339. A subsequent prescription during a follow-up visit would result in a secondary charge of \$1,905.00 for a medication that is available over-the-counter.

340. In addition to the topical lidocaine, Raia ordered seven (7) different pieces of DME items, at a cost of \$1,500.00.

341. In each of the follow-up visits, there is no documentation to demonstrate that Raia reviewed the efficacy that could be attributed to the DME equipment nor the topical medication.

342. Pursuant to the predetermined treatment protocol, at each visit, Raia utilized the CPT code 99358 for an extended care visit to justify his purported performance of outcome assessment testing.

343. As previously explained, this assessment consisted of Raia simply reviewing the form completed by the patient, which assesses their injuries.

344. As such, billing under the CPT code 99358, which requires an extended care visit, is inappropriate.

345. In all but one visit, Raia also performed trigger point injections under ultrasound guidance.

346. The use of the ultrasound guidance for this procedure is not indicated and presents additional charges for medically unnecessary services.

347. Despite specifically noting that J.D. did not have any type of psychiatric symptom, a psychiatric assessment was subsequently undertaken.

348. Moreover, despite clear documentation as to the absence of radicular symptoms, a four (4) limb EMG study was performed by the chiropractor at the Jamaica Avenue Clinic.

349. On five (5) separate occasions, manual muscle testing and range of motion assessment were undertaken.

350. In addition to billing for manual muscle testing and range of motion assessment, the CPT code 97799 (i.e., miscellaneous physical medicine code) was utilized to justify what is labeled as an “activity limitation measurement.”

351. In each instance, the manual muscle testing, range of motion assessment, and “activity limitation measurement” led to five separate charges of \$885.00 each.

352. There is no indication in any of the follow-up notes, however, to indicate that Raia reviewed the results of these tests nor that he utilized the findings to alter the course of treatment.

353. Lastly, despite performing an initial evaluation on June 4, 2020, Raia submitted a charge to Allstate under the CPT code 99204 on October 27, 2020 for a new patient evaluation, despite this clearly being a re-evaluation.

354. In connection with the treatment purportedly rendered to the claimant, the Defendants submitted documentation to Allstate through the U.S. Mail, supporting their demand for No-Fault reimbursement in connection with the services purportedly provided to J.D.

355. The documentation submitted to Allstate by the Defendants demonstrates that J.D. was subjected to excessive and medically unnecessary healthcare services during the relevant period.

vii. Patient N.H. (Claim No. 0695033563)

356. Patient N.H. (Claim No. 0695033563) was purportedly involved in a motor vehicle accident on December 6, 2022.

357. As a result of the alleged motor vehicle accident, N.H. did not require immediate medical attention. Rather, one (1) week later, N.H. sought medical treatment at the clinic located

at 1611 East New York Avenue, Brooklyn, New York (the “East New York Avenue Clinic”) where she reported complaints of headaches associated with neck, low back, and bilateral knee pain.

358. As a result of the initial evaluation, N.H. was referred for physical therapy, chiropractic treatment, four (4) separate MRIs, and six (6) different DME items.

359. Additionally, N.H. was inexplicably referred for extracorporeal shockwave therapy, which would not be indicated to address N.H.’s purported injuries.

360. N.H. subsequently began the concomitant course of chiropractic and physical therapy treatment at the East New York Avenue Clinic.

361. Approximately one (1) month after the alleged motor vehicle accident, and before a course of conservative treatment could be completed, N.H. underwent the numerous MRI scans.

362. In connection with her treatment at the East New York Avenue Clinic, N.H. underwent a consultation with Raia on January 24, 2023.

363. On the same date, N.H. underwent an extensive four (4)-limb EMG study that was performed by Kenworthy.

364. Notably, this study has no significant clinical indication and was subsequently fraudulently billed to Allstate at a charge of \$2,547.00.

365. As part of this bill, the CPT code 95905 was utilized to bill \$1,085.00 for four (4) F-wave studies.

366. This CPT code, however, is reserved for automated nerve conduction studies and cannot be used in conjunction with additional nerve conduction coding.

367. Here, the CPT code 95911 was indicated to bill for the additional nerve conduction studies at a charge of \$510.00.

368. The bill that was submitted to Allstate indicates that the CPT code 95905 was utilized to bill for the F-wave portion of the study, but the F-wave portion of the study (called the late response) is considered to be billed as part of the 95911 CPT code.

369. As such, the CPT code 95905 is not indicated in this case and can never be utilized simultaneously to the standard CPT code 95911 code utilized here.

370. The consultation that was purportedly performed by Raia on January 24, 2023 provides further evidence of the predetermined treatment protocol, wherein prior tests and services were not reviewed nor implemented into the patient's course of treatment.

371. Specifically, prior to the January 24, 2023 consultation, N.H. had undergone a series of MRI scans including a scan of the right knee, which revealed a lesion involving the distal aspect of the femur.

372. In light of this finding, the radiologist recommended a follow-up scan or bone scan to assess this lesion.

373. Despite this finding and the patient's own complaints of pain in this area, the results of the MRI were not addressed at the time of the initial consultation.

374. The failure to incorporate the prior findings demonstrates Raia's substandard care, particularly as it pertains to imaging studies.

375. The medical records and bills that have been submitted to Allstate indicate that Raia typically orders numerous studies at the time of his initial visit, without reviewing the results.

376. Here, the results of N.H.'s MRI, which should have prompted further imaging, were not addressed.

377. In connection with the treatment purportedly rendered to the claimant, the Defendants submitted documentation to Allstate through the U.S. Mail, supporting their demand for No-Fault reimbursement in connection with the services purportedly provided to N.H.

378. The documentation submitted to Allstate by the Defendants demonstrates that N.H. was subjected to excessive and medically unnecessary healthcare services during the relevant period.

viii. Patient D.C. (Claim No. 0718814908)

379. Patient D.C. (Claim No. 0718814908) was purportedly involved in a motor vehicle accident on June 23, 2023.

380. As a result of the alleged motor vehicle accident, D.C. did not require immediate medical attention.

381. Rather, five (5) days later, on June 28, 2023, D.C. sought treatment at the clinic located at 11118 Flatlands Avenue, Brooklyn, New York (the “Flatlands Avenue Clinic”).

382. At that time, D.C. reported complaints of neck, mid-back, low back, and left shoulder pain.

383. The initial evaluation report specifically documents that D.C.’s purported neck and low back pain were non-radiating and that D.C. did not have any headaches or signs of dizziness.

384. In essence, the initial evaluation report indicates that D.C. likely incurred sprain/strain type injuries of the spinal axis and left shoulder as a result of the alleged motor vehicle accident.

385. At the conclusion of the initial evaluation, D.C. was provided with a topical pain gel, referred for three (3) separate MRI scans, and referred for physical therapy, which began on the same date.

386. D.C. subsequently began a concomitant course of chiropractic treatment, which was also rendered at the Flatlands Avenue Clinic.

387. While treating at the Flatlands Avenue Clinic, D.C. underwent “balance testing”, a video ENG study, a transcranial Doppler study, and six (6) different extracorporeal shockwave therapy treatments.

388. In connection with this treatment, D.C. was seen by Raia, who conducted an initial evaluation on July 17, 2023.

389. Raia subsequently submitted an inappropriate charge to Allstate under the CPT code 99203 despite not making any change to the patient’s care.

390. Despite there being no documentation of any radiation of pain, numbness, or tingling into the limbs, Raia recommended and performed an EMG study on the same date.

391. Notably, D.C.’s reported symptoms did not contain any complaints of pain in any limb, with the pain noted only in the neck, mid-back, low back, and left shoulder.

392. Despite the clear lack of indication to support the study, Raia purportedly studied 28 nerves and performed 30 different needle examinations of various muscles of the spine and all four (4) limbs.

393. This testing, in addition to being unethical, is excessive and has no clinical indication as to its performance.

394. Remarkably, Raia misinterpreted the EMG study and listed a number of sensory responses as absent.

395. While conducting the study, Raia used a 10,000-microvolt setting per division to perform the nerve conduction studies for sensory nerves, which typically have an amplitude on the range of 20 microvolts.

396. At that setting, the machine would be unable to pick-up the size of the sensory responses, leading to the misinterpretation.

397. Further, at that high of a setting, the baseline would be completely flat, whereas a sensory baseline is typically wavy.

398. This is a remarkable oversight that should have been immediately noticed.

399. However, as it was not detected, it resulted in an incorrect diagnosis of peripheral neuropathy for D.C.

400. Although the study was medically unnecessary, as well as incorrectly performed, Raia submitted a \$1,600.00 charge to Allstate in connection with this treatment.

401. In connection with the treatment purportedly rendered to the claimant, the Defendants submitted documentation to Allstate through the U.S. Mail, supporting their demand for No-Fault reimbursement in connection with the services purportedly provided to D.C.

402. The documentation submitted to Allstate by the Defendants demonstrates that D.C. was subjected to excessive and medically unnecessary healthcare services during the relevant period.

VI. SPECIFIC ALLEGATIONS OF MAIL FRAUD RACKETEERING ACTIVITY

403. Throughout the course of this scheme, Raia and Kenworthy, working through the PC Defendants, (a) created, prepared, and submitted (or caused to be created, prepared, and submitted) false medical documentation, (b) intentionally violated the laws of the United States by devising, and intending to devise, schemes to defraud and obtain money and property by means of false and fraudulent pretenses in representations, and (c) placed, or caused to be placed, in a post office and/or authorized depository for mail matter, things to be sent and delivered by the United

States Postal Service, in violation of 18 U.S.C. § 1341 (mail fraud) for the purpose of executing, or attempting, such fraudulent schemes

404. Unless otherwise pled to the contrary, all documents, treatment notes, testing reports, health insurance claim forms, NF-3 claim forms, narrative reports, referrals, prescriptions, letters, and requests for payments in connection with the insurance claims referenced throughout this pleading traveled through the U.S. Mail.

405. Every automobile insurance claim detailed herein involved at least one use of the U.S. Mail, including the mailing of, among other things, the notice of claim, initial policies, insurance payments, claims settlement checks, and the return of the cancelled settlement drafts to the financial institution(s) from which the draft(s) were drawn, as well as the return of settlement draft duplicates to the insurance carrier's home office for filing.

A. JOSEPH A. RAIA, M.D., P.C. ("RAIA P.C.") ENTERPRISE

406. Raia, Kenworthy, JR Medical, and Raia Medical Services (and/or other persons working at their discretion and/or on their behalf) either personally used the U.S. Mail (or caused the U.S. Mail to be used) to further this fraudulent scheme by causing medical bills and records from Raia P.C. to be mailed to Allstate and/or counsel for patients, and/or acted with knowledge that the use of the U.S. Mail would follow in the ordinary course of business.

407. Raia, Kenworthy, JR Medical, and Raia Medical Services (and/or other persons working at their direction and/or on their behalf), caused Raia P.C. to falsely certify that it was, in all respects, eligible to be reimbursed under New York's No-Fault Laws each time that Raia P.C. mailed a demand for payment (i.e., invoice) to Allstate.

408. Persons acting under Raia's, Kenworthy's, JR Medical's, and/or Raia Medical Services' direction and control provided excessive and medically unnecessary services to patients

of Raia P.C., which rendered Raia P.C. completely ineligible for No-Fault reimbursement under New York law.

409. Because Raia P.C. was not lawfully eligible to seek or collect No-Fault benefit payments under New York's No-Fault laws, Raia, Kenworthy, JR Medical, and Raia Medical Services purposely caused Raia P.C. to make a misrepresentation each and every time that Raia P.C. mailed a document to Allstate claiming eligibility for No-Fault reimbursement.

410. Raia, Kenworthy, JR Medical, and Raia Medical Services committed mail fraud through the Raia P.C. enterprise because (a) Raia P.C. was not lawfully eligible to seek or collect No-Fault benefit payments, (b) Raia P.C. was caused to seek No-Fault reimbursement from Allstate even though Raia P.C. was not entitled to such reimbursement, and (c) Raia P.C. used (or was caused to use) the U.S. Mail to seek No-Fault reimbursement.

411. At all relevant times, Raia, Kenworthy, JR Medical, and Raia Medical Services knew that Raia P.C. (including its employees, owner(s), contractors, and agents), a patient, a claimant, an insurance carrier, patient's attorney, other healthcare provider, and/or Allstate would use (or be caused to use) the U.S. Mail in connection with each of the fraudulent claims, including issuing payments based upon documentation mailed by Raia P.C.

412. Allstate estimates that the unlawful operation of the Raia P.C. enterprise generated hundreds of mailings. A table highlighting selected examples of mailings made in furtherance of this scheme is annexed at Exhibit 1 and incorporated by reference as if set forth in its entirety.

B. JR MEDICAL, P.C. ("JR MEDICAL") ENTERPRISE

413. Raia, Kenworthy, Raia P.C., and Raia Medical Services (and/or other persons working at their discretion and/or on their behalf) either personally used the U.S. Mail (or caused the U.S. Mail to be used) to further this fraudulent scheme by causing medical bills and records

from JR Medical to be mailed to Allstate and/or counsel for patients, and/or acted with knowledge that the use of the U.S. Mail would follow in the ordinary course of business.

414. Raia, Kenworthy, Raia P.C., and Raia Medical Services (and/or other persons working at their direction and/or on their behalf), caused JR Medical to falsely certify that it was, in all respects, eligible to be reimbursed under New York's No-Fault Laws each time that JR Medical mailed a demand for payment (i.e., invoice) to Allstate.

415. Persons acting under Raia's, Kenworthy's, Raia P.C.'s, and/or Raia Medical Services' direction and control provided excessive and medically unnecessary services to patients of JR Medical, which rendered JR Medical completely ineligible for No-Fault reimbursement under New York law.

416. Because JR Medical was not lawfully eligible to seek or collect No-Fault benefit payments under New York's No-Fault laws, Raia, Kenworthy, Raia P.C., and Raia Medical Services purposely caused JR Medical to make a misrepresentation each and every time that JR Medical mailed a document to Allstate claiming eligibility for No-Fault reimbursement.

417. Raia, Kenworthy, Raia P.C., and Raia Medical Services committed mail fraud through the JR Medical enterprise because (a) JR Medical was not lawfully eligible to seek or collect No-Fault benefit payments, (b) JR Medical was caused to seek No-Fault reimbursement from Allstate even though JR Medical was not entitled to such reimbursement, and (c) JR Medical used (or was caused to use) the U.S. Mail to seek No-Fault reimbursement.

418. At all relevant times, Raia, Kenworthy, Raia P.C., and Raia Medical Services knew that JR Medical (including its employees, owner(s), contractors, and agents), a patient, a claimant, an insurance carrier, patient's attorney, other healthcare provider, and/or Allstate would use (or be

caused to use) the U.S. Mail in connection with each of the fraudulent claims, including issuing payments based upon documentation mailed by JR Medical.

419. Allstate estimates that the unlawful operation of the JR Medical enterprise generated hundreds of mailings. A table highlighting selected examples of mailings made in furtherance of this scheme is annexed at Exhibit 2 and incorporated by reference as if set forth in its entirety.

C. **RAIA MEDICAL SERVICES, P.C. (“RAIA MEDICAL SERVICES”) ENTERPRISE**

420. Raia, Kenworthy, Raia P.C., and JR Medical (and/or other persons working at their discretion and/or on their behalf) either personally used the U.S. Mail (or caused the U.S. Mail to be used) to further this fraudulent scheme by causing medical bills and records from Raia Medical Services to be mailed to Allstate and/or counsel for patients, and/or acted with knowledge that the use of the U.S. Mail would follow in the ordinary course of business.

421. Raia, Kenworthy, Raia P.C., and JR Medical (and/or other persons working at their direction and/or on their behalf), caused Raia Medical Services to falsely certify that it was, in all respects, eligible to be reimbursed under New York’s No-Fault Laws each time that Raia Medical Services mailed a demand for payment (i.e., invoice) to Allstate.

422. Persons acting under Raia’s, Kenworthy’s, Raia P.C.’s and/or JR Medical’s direction and control provided excessive and medically unnecessary services to patients of Raia Medical Services, which rendered Raia Medical Services completely ineligible for No-Fault reimbursement under New York law.

423. Because Raia Medical Services was not lawfully eligible to seek or collect No-Fault benefit payments under New York’s No-Fault laws, Raia, Kenworthy, Raia P.C., and JR Medical purposely caused Raia Medical Services to make a misrepresentation each and every time that

Raia Medical Services mailed a document to Allstate claiming eligibility for No-Fault reimbursement.

424. Raia, Kenworthy, Raia P.C., and JR Medical committed mail fraud through the Raia Medical Services enterprise because (a) Raia Medical Services was not lawfully eligible to seek or collect No-Fault benefit payments, (b) Raia Medical Services was caused to seek No-Fault reimbursement from Allstate even though Raia Medical Services was not entitled to such reimbursement, and (c) Raia Medical Services used (or was caused to use) the U.S. Mail to seek No-Fault reimbursement.

425. At all relevant times, Raia, Kenworthy, Raia P.C., and JR Medical knew that Raia Medical Services (including its employees, owner(s), contractors, and agents), a patient, a claimant, an insurance carrier, patient's attorney, other healthcare provider, and/or Allstate would use (or be caused to use) the U.S. Mail in connection with each of the fraudulent claims, including issuing payments based upon documentation mailed by Raia Medical Services.

426. Allstate estimates that the unlawful operation of the Raia Medical Services enterprise generated hundreds of mailings. A table highlighting selected examples of mailings made in furtherance of this scheme is annexed at Exhibit 3 and incorporated by reference as if set forth in its entirety.

VII. SPECIFIC ALLEGATIONS OF FRAUDULENT CONCEALMENT AND MATERIAL MISREPRESENTATIONS MADE TO AND RELIED UPON BY ALLSTATE

A. FRAUDULENT CONCEALMENT— RAIA P.C. ENTERPRISE

427. At all relevant times during the operation of the Raia P.C. enterprise, Raia, Kenworthy, JR Medical, and Raia Medical Services purposely caused Raia P.C. to falsely certify that it was, in all respects, eligible to be reimbursed under New York's No-Fault laws as a means

to induce Allstate to promptly pay charges related to excessive and medically unnecessary treatment, tests, and services purportedly provided to Allstate Claimants.

428. Raia, Kenworthy, JR Medical, and Raia Medical Services (along with those individuals working under their control) purposely concealed the lack of medical necessity for the treatment, tests, and services purportedly provided and charged for by Raia P.C.

429. Raia, Kenworthy, JR Medical, and Raia Medical Services (or those working under their direction and control) created and submitted to Allstate (or caused the creation and submission of) treatment records that falsely purported to justify the necessity of the treatment, tests, and services purportedly provided by Raia P.C. to Allstate Claimants.

430. Because Raia, Kenworthy, JR Medical, and Rai Medical Services were responsible for (a) directing the excessive and medically unnecessary treatments, tests, and services purportedly rendered to Allstate Claimants, (b) creating and/or fabricating treatment records submitted to Allstate in support of services purportedly rendered to Allstate Claimants, (c) billing Allstate for excessive and medically unnecessary pain management treatments, tests, and services purportedly rendered to Allstate Claimants through the PC Defendants, (d) falsely charging for the treatments, tests, and services with the knowledge that these treatments, tests, and services were not lawfully reimbursable under New York's No-Fault laws, and (e) billing Allstate for treatments, tests, and services that were, in certain instances, not rendered as billed, the PC Defendants were caused to falsely claim eligibility each and every time that Raia P.C. sought No-Fault reimbursement from Allstate.

431. As alleged above, Raia, Kenworthy, JR Medical, and Raia Medical Services (or those persons working under their control) caused Raia P.C. to create and submit to Allstate No-

Fault claim reimbursement documents and demands for payment relative to treatments, tests, and services that were (a) unlawful, (b) unnecessary, (c) excessive, and/or (d) not rendered as billed.

432. Such conduct is unlawful, and rendered each such claim non-compensable under New York's No-Fault laws.

433. Many of the false, fraudulent, and unlawful acts, including, among other things, charging for treatments, tests, and services never actually provided, are not readily evident within the four corners of the documents submitted to Allstate by these Defendants and upon which Allstate relied in adjusting the claims and tendering payment in connection with each discrete patient claim at issue in this matter.

434. Claims under New York's No-Fault laws can only be submitted, and reimbursed, for healthcare services provided or administered in accordance with all applicable New York state licensing requirements.

435. Thus, every time that Raia, Kenworthy, JR Medical, and Raia Medical Services (along with those individuals working under their control) caused Raia P.C. to submit No-Fault reimbursement demands to Allstate, Raia, Kenworthy, JR Medical, and Raia Medical Services (and those individuals working under their control) necessarily certified that Raia P.C. was, in all respects, eligible to be reimbursed under New York's No-Fault laws.

436. The full extent of Raia's, Kenworthy's, JR Medical's, and Raia Medical Services' fraudulent and unlawful acts relative to their participation in the Raia P.C. enterprise was not, and could not have been, known to Allstate until shortly before it commenced this action.

B. FRAUDULENT CONCEALMENT—JR MEDICAL ENTERPRISE

437. At all relevant times during the operation of the JR Medical enterprise, Raia, Kenworthy, Raia P.C., and Raia Medical Services purposely caused JR Medical to falsely certify

that it was, in all respects, eligible to be reimbursed under New York's No-Fault laws as a means to induce Allstate to promptly pay charges related to excessive and medically unnecessary treatment, tests, and services purportedly provided to Allstate Claimants.

438. Raia, Kenworthy, Raia P.C., and Raia Medical Services (along with those individuals working under their control) purposely concealed the lack of medical necessity for the treatment, tests, and services purportedly provided and charged for by JR Medical.

439. Raia, Kenworthy, Raia P.C., and Raia Medical Services (or those working under their direction and control) created and submitted to Allstate (or caused the creation and submission of) treatment records that falsely purported to justify the necessity of the treatment, tests, and services, purportedly provided by JR Medical to Allstate Claimants.

440. Because Raia, Kenworthy, Raia P.C., and Raia Medical Services were responsible for (a) directing the excessive and medically unnecessary treatments, tests, and services purportedly rendered to Allstate Claimants through JR Medical, (b) creating, altering, and/or fabricating treatment records submitted to Allstate in support of services purportedly rendered to Allstate Claimants, (c) billing Allstate for excessive and medically unnecessary pain management treatments, tests, and services purportedly rendered to Allstate Claimants through JR Medical, (d) falsely charging for the treatments, tests, and services with the knowledge that these treatments, tests, and services were not lawfully reimbursable under New York's No-Fault laws, and (e) billing Allstate for treatments, tests, and services that were, in certain instances, not rendered as billed, JR Medical was caused to falsely claim eligibility each and every time that JR Medical sought No-Fault reimbursement from Allstate.

441. As alleged above, Raia, Kenworthy, Raia P.C., and Raia Medical Services (or those persons working under their control) caused JR Medical to create and submit to Allstate No-Fault

claim reimbursement documents and demands for payment relative to treatments, tests, and services that were (a) unlawful, (b) unnecessary, (c) excessive, and/or (d) not rendered as billed.

442. Such conduct is unlawful, and rendered each such claim non-compensable under New York's No-Fault laws.

443. Many of the false, fraudulent, and unlawful acts, including, among other things, charging for treatments, tests, and services never actually provided, are not readily evident within the four corners of the documents submitted to Allstate by these Defendants and upon which Allstate relied in adjusting the claims and tendering payment in connection with each discrete patient claim at issue in this matter.

444. Claims under New York's No-Fault laws can only be submitted, and reimbursed, for healthcare services provided or administered in accordance with all applicable New York state licensing requirements.

445. Thus, every time that Raia, Kenworthy, Raia P.C., and Raia Medical Services (along with those individuals working under their control) caused JR Medical to submit No-Fault reimbursement demands to Allstate, Raia, Kenworthy, Raia P.C. and Raia Medical Services (and those individuals working under their control) necessarily certified that JR Medical was, in all respects, eligible to be reimbursed under New York's No-Fault laws.

446. The full extent of Raia's, Kenworthy's, Raia P.C.'s, and Raia Medical Services' fraudulent and unlawful acts relative to their participation in the JR Medical enterprise was not, and could not have been, known to Allstate until shortly before it commenced this action.

C. FRAUDULENT CONCEALMENT—RAIA MEDICAL SERVICES ENTERPRISE

447. At all relevant times during the operation of the Raia Medical Services enterprise, Raia, Kenworthy, Raia P.C., and JR Medical purposely caused Raia Medical Services to falsely

certify that it was, in all respects, eligible to be reimbursed under New York's No-Fault laws as a means to induce Allstate to promptly pay charges related to excessive and medically unnecessary treatment, tests, and services purportedly provided to Allstate Claimants.

448. Raia, Kenworthy, Raia P.C., and JR Medical (along with those individuals working under their control) purposely concealed the lack of medical necessity for the treatment, tests, and services purportedly provided and charged for by Raia Medical Services.

449. Raia, Kenworthy, Raia P.C., and JR Medical (or those working under their direction and control) created and submitted to Allstate (or caused the creation and submission of) treatment records that falsely purported to justify the necessity of the treatment, tests, and services, purportedly provided by Raia Medical Services to Allstate Claimants.

450. Because Raia, Kenworthy, Raia P.C., and JR Medical were responsible for (a) directing the excessive and medically unnecessary treatments, tests, and services purportedly rendered to Allstate Claimants through Raia Medical Services, (b) creating, altering, and/or fabricating treatment records submitted to Allstate in support of services purportedly rendered to Allstate Claimants, (c) billing Allstate for excessive and medically unnecessary pain management treatments, tests, and services purportedly rendered to Allstate Claimants through Raia Medical Services, (d) falsely charging for the treatments, tests, and services with the knowledge that these treatments, tests, and services were not lawfully reimbursable under New York's No-Fault laws, and (e) billing Allstate for treatments, tests, and services that were, in certain instances, not rendered as billed, Raia Medical Services was caused to falsely claim eligibility each and every time that Raia Medical Services sought No-Fault reimbursement from Allstate.

451. As alleged above, Raia, Kenworthy, Raia P.C., and JR Medical (or those persons working under their control) caused Raia Medical Services to create and submit to Allstate No-

Fault claim reimbursement documents and demands for payment relative to treatments, tests, and services that were (a) unlawful, (b) unnecessary, (c) excessive, and/or (d) not rendered as billed.

452. Such conduct is unlawful, and rendered each such claim non-compensable under New York's No-Fault laws.

453. Many of the false, fraudulent, and unlawful acts, including, among other things, charging for treatments, tests, and services never actually provided, are not readily evident within the four corners of the documents submitted to Allstate by these Defendants and upon which Allstate relied in adjusting the claims and tendering payment in connection with each discrete patient claim at issue in this matter.

454. Claims under New York's No-Fault laws can only be submitted, and reimbursed, for healthcare services provided or administered in accordance with all applicable New York state licensing requirements.

455. Thus, every time that Raia, Kenworthy, Raia P.C., and JR Medical (along with those individuals working under their control) caused Raia Medical Services to submit No-Fault reimbursement demands to Allstate, Raia, Kenworthy, Raia P.C., and JR Medical (and those individuals working under their control) necessarily certified that Raia Medical Services was, in all respects, eligible to be reimbursed under New York's No-Fault laws.

456. The full extent of Raia's, Kenworthy's, Raia P.C.'s, and JR Medical's fraudulent and unlawful acts relative to their participation in the Raia Medical Services enterprise was not, and could not have been, known to Allstate until shortly before it commenced this action.

VIII. ALLSTATE'S JUSTIFIABLE RELIANCE

457. Each claim submitted to Allstate by (or on behalf of) the PC Defendants was verified pursuant to Insurance Law § 403.

458. At all relevant times, Raia and Kenworthy, as licensed healthcare providers, were legally and ethically obligated to act with honesty and integrity in connection with their provision of, and billing for, healthcare services.

459. To induce Allstate to promptly pay the PC Defendants' invoices, the defendants submitted (or caused to be submitted) to Allstate NF-3 forms or CMS-1500 forms certifying that the PC Defendants were eligible to be reimbursed under New York's No-Fault laws.

460. Further, to induce Allstate to promptly pay the non-compensable charges for the professional healthcare services purportedly provided to patients of the PC Defendants, the defendants hired attorneys and law firms to pursue collection of the fraudulent and/or otherwise non-compensable charges from Allstate.

461. These attorneys and law firms routinely file time-consuming and expensive lawsuits and arbitration matters against Allstate in the event that the PC Defendants' invoices are not promptly paid in full.

462. Allstate is under a statutory and contractual obligation to promptly and fairly process claims within thirty (30) days.

463. The facially valid documents submitted to Allstate in support of the fraudulent charges at issue, combined with the material misrepresentations described above, were designed to, and did, cause Allstate to justifiably rely on them.

464. At all relevant times, as alleged above, the defendants concealed from Allstate the truth regarding the PC Defendants' reimbursement eligibility under New York law.

465. Acting in reasonable reliance on these misrepresentations, Allstate paid money to the PC Defendants to its detriment.

466. Allstate would not have made any of these payments to these entities had the Defendants provided true and accurate information about the PC Defendants' reimbursement eligibility under New York law, including the operation of these entities and the fact and necessity of the services provided.

467. As a result of the Defendants' conduct, Allstate has been forced to make substantial payments in reasonable reliance on the Defendants' false healthcare documentation and false representations regarding the Defendants' eligibility for reimbursement under New York's No-Fault laws.

468. Because the Defendants actively concealed their fraudulent conduct from Allstate, Allstate did not discover, and could not have reasonably discovered, that it had been damaged by the Defendants' fraudulent conduct until shortly before it filed this Complaint.

IX. DAMAGES

469. The Defendants' pattern of fraudulent conduct injured Allstate in its business and property by reason of the aforesaid violations of state and federal law. Although it is not necessary for Allstate to calculate its damages with specificity at this stage of the litigation (whereas Allstate's damages continue to accrue), Allstate's injury includes, but is not limited to, compensatory damages for payments wrongfully made to the PC Defendants in connection with claims made under New York's No-Fault Laws, the exact amount to be determined at trial, including:

- (a) Payments made to Joseph A. Raia, M.D., P.C. totaling at least \$775,195.91, the exact amount to be determined at trial. The chart at Exhibit 4 and incorporated herein as if set forth in its entirety, identifies Allstate's payments to Joseph A. Raia, M.D., P.C. in connection with first-party ("No-Fault") claims determined to be false, fraudulent, and not compensable as of the filing of this Complaint.
- (b) Payments made to JR Medical, P.C. totaling at least \$234,285.84, the exact amount to be determined at trial. The chart at Exhibit 5 and incorporated herein as if set forth in

its entirety, identifies Allstate's payments to JR Medical, P.C. in connection with first-party ("No-Fault") claims determined to be false, fraudulent, and not compensable as of the filing of this Complaint.

- (c) Payments made to Raia Medical Services, P.C. totaling at least \$105,720.92, the exact amount to be determined at trial. The chart at Exhibit 6 and incorporated herein as if set forth in its entirety, identifies Allstate's payments to Raia Medical Services, P.C. in connection with first-party ("No-Fault") claims determined to be false, fraudulent, and not compensable as of the filing of this Complaint.

X. CAUSES OF ACTION

COUNT I
VIOLATIONS OF 18 U.S.C. § 1962(c)
JOSEPH A. RAIA, M.D., P.C. ENTERPRISE
(Against Joseph Raia, M.D., Eric Kenworthy, M.D., JR Medical, P.C., and
Raia Medical Services, P.C.)

470. Allstate re-alleges, re-pleads, and incorporates by reference the allegations set forth in paragraphs 1-469 as if set forth fully herein.

471. Joseph A. Raia, M.D., P.C. ("Raia P.C.") constitutes an enterprise, as defined in 18 U.S.C. § 1961(4), engaged in, and the activities of which affect, interstate commerce.

472. In connection with the operation and management of the Raia P.C. enterprise and with each of the claims identified in the plaintiffs' Complaint, Joseph Raia, M.D., Eric Kenworthy, M.D., JR Medical, P.C., and Raia Medical Services, P.C. (collectively, "Count I Defendants") intentionally caused to be prepared and mailed false medical documentation in connection with Allstate insurance claims, or knew that such false medical documentation would be mailed in the ordinary course of Raia P.C.'s business, or should have reasonably foreseen that the mailing of such false medical documentation by Raia P.C. would occur, in furtherance of their scheme to defraud.

473. The Count I Defendants employed, knew, or should have foreseen two (2) or more mailings to demand and receive payment from Allstate on certain dates, including, but not limited to, those dates identified in the chart as Exhibit 1.

474. Among other things, NF-3 forms, CMS-1500 forms, medical billing invoices, medical reports, applications for insurance, and premium checks were routinely delivered to Allstate through the U.S. Mail.

475. Policies of insurance were also delivered to insureds through the U.S. Mail.

476. Payments made by Allstate to Raia P.C. traveled through the U.S. Mail.

477. As documented above, the Count I Defendants repeatedly and intentionally submitted NF-3 forms, CMS-1500 forms, and other medical documentation to Allstate for the purpose of seeking payment for healthcare services provided to patients through Raia P.C.—payments that the Count I Defendants intended to be funded using the No-Fault insurance benefits that were provided under the applicable Allstate automobile insurance policy pursuant to New York law.

478. As a result of, and in reasonable reliance upon these misleading documents and misrepresentations, Allstate, by its agents and employees, issued payments to Raia P.C. for the benefit of the Count I Defendants that would not otherwise have been made.

479. The Count I Defendants' pattern of fraudulent claims, each of which appeared legitimate on their face, also prevented Allstate from discovering the fraudulent scheme for a long period of time, thus enabling the Count I Defendants to continue this unlawful scheme without being detected.

480. The facts set forth above constitute indictable offenses pursuant to 18 U.S.C. § 1341 (mail fraud).

481. By mailing numerous fraudulent claim-related documents in furtherance of an ongoing scheme, the Count I Defendants engaged in a pattern of racketeering activity within the meaning of 18 U.S.C. § 1962(c).

482. The unlawful activities and other misconduct alleged in this Complaint had the direct effect of causing funds to be transferred from Allstate to Raia P.C. for the benefit of the Count I Defendants.

483. The Count I Defendants participated in the conduct of the Raia P.C. enterprise through a pattern of racketeering activities.

484. Allstate is a “person” as defined by 18 U.S.C. § 1961(3), injured in its business or property by reason of the Count I Defendants’ conduct.

485. The Count I Defendants’ conduct in violation of 18 U.S.C. § 1962(c) was the direct and proximate cause of Allstate’s injury.

486. Allstate (and all plaintiffs individually) is in the business of writing insurance and paying claims in the State of New York.

487. Insurance fraud schemes practiced here and elsewhere have a deleterious impact on Allstate’s overall financial well-being and adversely affect insurance rates.

488. By virtue of the Count I Defendants’ violations of 18 U.S.C. § 1962(c), Allstate is entitled to recover from them three times the damages sustained by reason of the claims submitted by the Count I Defendants, and others acting in concert with them, together with the costs of suit, including reasonable attorney’s fees.

COUNT II
VIOLATIONS OF 18 U.S.C. § 1962(d)
JOSEPH A. RAIJA, M.D., P.C. ENTERPRISE
(Against Joseph Raia, M.D., Eric Kenworthy, M.D., JR Medical, P.C., and
Raia Medical Services, P.C.)

489. Allstate re-alleges, re-pleads, and incorporates by reference the allegations set forth in paragraphs 1-469 as if set forth fully herein.

490. Defendants Joseph Raia, M.D., Eric Kenworthy, M.D., JR Medical, P.C., and Raia Medical Services, P.C. (collectively, “Count II Defendants”) willfully conspired with one another to violate 18 U.S.C. § 1962(c) through (or in connection with) the operation of Joseph A. Raia, M.D., P.C. (“Raia P.C.”).

491. The Count II Defendants each agreed to further, facilitate, support, and operate the Raia P.C. enterprise.

492. As such, the Count II Defendants conspired to violate 18 U.S.C. § 1962(c).

493. The purpose of the conspiracy was to obtain payments, including No-Fault benefit payments, from Allstate for healthcare services provided to patients through Raia P.C. even though Raia P.C. was not eligible to collect such payments from Allstate because of the unlawful conduct engaged in by the Count II Defendants.

494. The Count II Defendants were aware of this purpose and agreed to take steps to meet the conspiracy’s objectives, including the creation and submission to Allstate of insurance claim and medical record documents containing material misrepresentations.

495. Allstate has been injured in its business and property by reason of this conspiratorial conduct whereas Allstate has been induced to make No-Fault benefit payments to (or for the benefit of) Raia P.C. as a result of the Count II Defendants’ unlawful conduct described herein.

496. By virtue of the Count II Defendants' violations of 18 U.S.C. § 1962(d), Allstate is entitled to recover from each of the Defendants identified, three times the damages sustained by reason of the claims submitted by the Defendants, and others acting in concert with them, together with the costs of suit, including reasonable attorney's fees.

COUNT III
VIOLATIONS OF 18 U.S.C. § 1962(c)
JR MEDICAL, P.C. ENTERPRISE
(Against Joseph Raia, M.D., Eric Kenworthy, M.D., Joseph A. Raia, M.D., P.C., and
Raia Medical Services, P.C.)

497. Allstate re-alleges, re-pleads, and incorporates by reference the allegations set forth in paragraphs 1-469 as if set forth fully herein.

498. JR Medical, P.C. ("JR Medical") constitutes an enterprise, as defined in 18 U.S.C. § 1961(4), engaged in, and the activities of which affect, interstate commerce.

499. In connection with the operation and management of the JR Medical enterprise and with each of the claims identified in the plaintiffs' Complaint, Joseph Raia, M.D., Eric Kenworthy, M.D., Joseph A. Raia, M.D., P.C., and Raia Medical Services, P.C. (collectively, "Count III Defendants") intentionally caused to be prepared and mailed false medical documentation in connection with Allstate insurance claims, or knew that such false medical documentation would be mailed in the ordinary course of JR Medical's business, or should have reasonably foreseen that the mailing of such false medical documentation by JR Medical would occur, in furtherance of their scheme to defraud.

500. The Count III Defendants employed, knew, or should have foreseen two (2) or more mailings to demand and receive payment from Allstate on certain dates, including, but not limited to, those dates identified in the chart as Exhibit 2.

501. Among other things, NF-3 forms, CMS-1500 forms, medical billing invoices, medical reports, applications for insurance, and premium checks were routinely delivered to Allstate through the U.S. Mail.

502. Policies of insurance were also delivered to insureds through the U.S. Mail.

503. Payments made by Allstate to JR Medical traveled through the U.S. Mail.

504. As documented above, the Count III Defendants repeatedly and intentionally submitted NF-3 forms, CMS-1500 forms, and other medical documentation to Allstate for the purpose of seeking payment for healthcare services provided to patients through JR Medical—payments that Raia intended to be funded using the No-Fault insurance benefits that were provided under the applicable Allstate automobile insurance policy pursuant to New York law.

505. As a result of, and in reasonable reliance upon these misleading documents and misrepresentations, Allstate, by its agents and employees, issued payments to JR Medical for the benefit of Raia that would not otherwise have been made.

506. The Count III Defendants' pattern of fraudulent claims, each of which appeared legitimate on their face, also prevented Allstate from discovering the fraudulent scheme for a long period of time, thus enabling Raia to continue this unlawful scheme without being detected.

507. The facts set forth above constitute indictable offenses pursuant to 18 U.S.C. § 1341 (mail fraud).

508. By mailing numerous fraudulent claim-related documents in furtherance of an ongoing scheme, the Count III Defendants engaged in a pattern of racketeering activity within the meaning of 18 U.S.C. § 1962(c).

509. The unlawful activities and other misconduct alleged in this Complaint had the direct effect of causing funds to be transferred from Allstate to JR Medical for the benefit of the Count III Defendants.

510. The Count III Defendants participated in the conduct of the JR Medical enterprise through a pattern of racketeering activities.

511. Allstate is a “person” as defined by 18 U.S.C. § 1961(3), injured in its business or property by reason of the Count III Defendants’ conduct.

512. The Count III Defendants’ conduct in violation of 18 U.S.C. § 1962(c) was the direct and proximate cause of Allstate’s injury.

513. Allstate (and all plaintiffs individually) is in the business of writing insurance and paying claims in the State of New York.

514. Insurance fraud schemes practiced here and elsewhere have a deleterious impact on Allstate’s overall financial well-being and adversely affect insurance rates.

515. By virtue of the Count III Defendants’ violations of 18 U.S.C. § 1962(c), Allstate is entitled to recover from them three times the damages sustained by reason of the claims submitted by the Count III Defendants, and others acting in concert with them, together with the costs of suit, including reasonable attorney’s fees.

COUNT IV
VIOLATIONS OF 18 U.S.C. § 1962(d)
JR MEDICAL, P.C. ENTERPRISE
(Against Joseph Raia, M.D., Eric Kenworthy, M.D., Joseph A. Raia, M.D., P.C., and
Raia Medical Services, P.C.)

516. Allstate re-alleges, re-pleads, and incorporates by reference the allegations set forth in paragraphs 1-469 as if set forth fully herein.

517. Defendants Joseph Raia, M.D., Eric Kenworthy, M.D., Joseph A. Raia, M.D., P.C., and Raia Medical Services, P.C. (collectively, “Count IV Defendants”) willfully conspired with one another to violate 18 U.S.C. § 1962(c) through (or in connection with) the operation of JR Medical, P.C. (“JR Medical”).

518. The Count IV Defendants each agreed to further, facilitate, support, and operate the JR Medical enterprise.

519. As such, the Count IV Defendants conspired to violate 18 U.S.C. § 1962(c).

520. The purpose of the conspiracy was to obtain payments, including No-Fault benefit payments, from Allstate for healthcare services provided to patients through JR Medical even though JR Medical was not eligible to collect such payments from Allstate because of the unlawful conduct engaged in by the Count IV Defendants.

521. The Count IV Defendants were aware of this purpose and agreed to take steps to meet the conspiracy’s objectives, including the creation and submission to Allstate of insurance claim and medical record documents containing material misrepresentations.

522. Allstate has been injured in its business and property by reason of this conspiratorial conduct whereas Allstate has been induced to make No-Fault benefit payments to (or for the benefit of) JR Medical as a result of the Count IV Defendants’ unlawful conduct described herein.

523. By virtue of the Count IV Defendants’ violations of 18 U.S.C. § 1962(d), Allstate is entitled to recover from each of the Defendants identified, three times the damages sustained by reason of the claims submitted by the Defendants, and others acting in concert with them, together with the costs of suit, including reasonable attorney’s fees.

COUNT V
VIOLATIONS OF 18 U.S.C. § 1962(c)
RAIA MEDICAL SERVICES, P.C. ENTERPRISE
(Against Joseph Raia, M.D., Eric Kenworthy, M.D., Joseph A. Raia, M.D., P.C., and
JR Medical, P.C.)

524. Allstate re-alleges, re-pleads, and incorporates by reference the allegations set forth in paragraphs 1-469 as if set forth fully herein.

525. Raia Medical Services, P.C. (“Raia Medical Services”) constitutes an enterprise, as defined in 18 U.S.C. § 1961(4), engaged in, and the activities of which affect, interstate commerce.

526. In connection with the operation and management of the Raia Medical Services enterprise and with each of the claims identified in the plaintiffs’ Complaint, Joseph Raia, M.D., Eric Kenworthy, M.D., Joseph A. Raia, M.D., P.C., and JR Medical, P.C. (collectively, “Count V Defendants”) intentionally caused to be prepared and mailed false medical documentation in connection with Allstate insurance claims, or knew that such false medical documentation would be mailed in the ordinary course of Raia Medical Services’ business, or should have reasonably foreseen that the mailing of such false medical documentation by Raia Medical Services would occur, in furtherance of their scheme to defraud.

527. The Count V Defendants employed, knew, or should have foreseen two (2) or more mailings to demand and receive payment from Allstate on certain dates, including, but not limited to, those dates identified in the chart as Exhibit 3.

528. Among other things, NF-3 forms, CMS-1500 forms, medical billing invoices, medical reports, applications for insurance, and premium checks were routinely delivered to Allstate through the U.S. Mail.

529. Policies of insurance were also delivered to insureds through the U.S. Mail.

530. Payments made by Allstate to Raia Medical Services traveled through the U.S. Mail.

531. As documented above, the Count V Defendants repeatedly and intentionally submitted NF-3 forms, CMS-1500 forms, and other medical documentation to Allstate for the purpose of seeking payment for healthcare services provided to patients through Raia Medical Services—payments that the Count V Defendants intended to be funded using the No-Fault insurance benefits that were provided under the applicable Allstate automobile insurance policy pursuant to New York law.

532. As a result of, and in reasonable reliance upon these misleading documents and misrepresentations, Allstate, by its agents and employees, issued payments to Raia Medical Services for the benefit of the Count V Defendants that would not otherwise have been made.

533. The Count V Defendants' pattern of fraudulent claims, each of which appeared legitimate on their face, also prevented Allstate from discovering the fraudulent scheme for a long period of time, thus enabling the Count V Defendants to continue this unlawful scheme without being detected.

534. The facts set forth above constitute indictable offenses pursuant to 18 U.S.C. § 1341 (mail fraud).

535. By mailing numerous fraudulent claim-related documents in furtherance of an ongoing scheme, the Count V Defendants engaged in a pattern of racketeering activity within the meaning of 18 U.S.C. § 1962(c).

536. The unlawful activities and other misconduct alleged in this Complaint had the direct effect of causing funds to be transferred from Allstate to Raia Medical Services for the benefit of the Count V Defendants.

537. The Count V Defendants participated in the conduct of the Raia Medical Services enterprise through a pattern of racketeering activities.

538. Allstate is a “person” as defined by 18 U.S.C. § 1961(3), injured in its business or property by reason of the Count V Defendants’ conduct.

539. The Count V Defendants’ conduct in violation of 18 U.S.C. § 1962(c) was the direct and proximate cause of Allstate’s injury.

540. Allstate (and all plaintiffs individually) is in the business of writing insurance and paying claims in the State of New York.

541. Insurance fraud schemes practiced here and elsewhere have a deleterious impact on Allstate’s overall financial well-being and adversely affect insurance rates.

542. By virtue of the Count V Defendants’ violations of 18 U.S.C. § 1962(c), Allstate is entitled to recover from them three times the damages sustained by reason of the claims submitted by the Count V Defendants, and others acting in concert with them, together with the costs of suit, including reasonable attorney’s fees.

COUNT VI
VIOLATIONS OF 18 U.S.C. § 1962(d)
RAIA MEDICAL SERVICES, P.C. ENTERPRISE
(Against Joseph Raia, M.D., Eric Kenworthy, M.D., Joseph A. Raia, M.D., P.C., and
JR Medical, P.C.)

543. Allstate re-alleges, re-pleads, and incorporates by reference the allegations set forth in paragraphs 1-469 as if set forth fully herein.

544. Defendants Joseph Raia, M.D., Eric Kenworthy, M.D., Joseph A. Raia, M.D., P.C., and JR Medical, P.C. (collectively, “Count VI Defendants”) willfully conspired with one another to violate 18 U.S.C. § 1962(c) through (or in connection with) the operation of Raia Medical Services, P.C. (“Raia Medical Services”).

545. The Count VI Defendants each agreed to further, facilitate, support, and operate the Raia Medical Services enterprise.

546. As such, the Count VI Defendants conspired to violate 18 U.S.C. § 1962(c).

547. The purpose of the conspiracy was to obtain payments, including No-Fault benefit payments, from Allstate for healthcare services provided to patients through Raia Medical Services even though Raia Medical Services was not eligible to collect such payments from Allstate because of the unlawful conduct engaged in by the Count VI Defendants.

548. The Count VI Defendants were aware of this purpose and agreed to take steps to meet the conspiracy's objectives, including the creation and submission to Allstate of insurance claim and medical record documents containing material misrepresentations.

549. Allstate has been injured in its business and property by reason of this conspiratorial conduct whereas Allstate has been induced to make No-Fault benefit payments to (or for the benefit of) Raia Medical Services as a result of the Count VI Defendants' unlawful conduct described herein.

550. By virtue of the Count VI Defendants' violations of 18 U.S.C. § 1962(d), Allstate is entitled to recover from each of the Defendants identified, three times the damages sustained by reason of the claims submitted by the Defendants, and others acting in concert with them, together with the costs of suit, including reasonable attorney's fees.

COUNT VII
COMMON LAW FRAUD
(Against All Defendants)

551. Allstate re-alleges, re-pleads, and incorporates by reference the allegations set forth in paragraphs 1-469 as if set forth fully herein.

552. Defendants Joseph Raia, M.D., Eric Kenworthy, M.D., Joseph A. Raia, M.D., P.C., JR Medical, P.C., and Raia Medical Services, P.C. (collectively, “Count VII Defendants”) conspired to defraud Allstate by utilizing a predetermined treatment protocol wherein medically unnecessary treatment, tests, and services were provided to patients of Raia P.C., JR Medical, and Raia Medical Services (collectively, the “PC Defendants”).

553. The Count VII Defendants’ scheme to defraud Allstate was dependent upon a succession of material misrepresentations of fact that the PC Defendants were entitled to receive No-Fault reimbursement under New York law.

554. The misrepresentations of fact by the Count VII Defendants included, but were not limited to, the material misrepresentations of fact made in the PC Defendants’ NF-3 claim forms, reports, invoices, and other claim-related documentation concerning the legitimacy of the healthcare services purportedly provided to patients of the PC Defendants.

555. The Count VII Defendants’ representations were false, or required disclosure of additional facts to render the information furnished not misleading.

556. The misrepresentations were intentionally made by the Count VII Defendants in furtherance of their scheme to defraud Allstate by submitting claims from the PC Defendants for payment of No-Fault insurance benefits.

557. The Count VII Defendants’ misrepresentations were known to be false and were made for the purpose of inducing Allstate to make payments for claims that were not legitimate.

558. Allstate reasonably relied, to its detriment, upon the Count VII Defendants’ material misrepresentations concerning the PC Defendants’ eligibility to receive No-Fault reimbursement when making payments for healthcare service purportedly provided to patients through the PC Defendants.

559. Allstate’s damages include, but are not necessarily limited to, all No-Fault benefit payments made by Allstate to the PC Defendants—in excess of \$1,115,202.67—for healthcare services purportedly provided to patients through the PC Defendants, even though the PC Defendants were, at all relevant times, ineligible to receive No-Fault reimbursement under New York law.

COUNT VIII
UNJUST ENRICHMENT
(Against All Defendants)

560. Allstate re-alleges, re-pleads, and incorporates by reference the allegations set forth in paragraphs 1-469 as if set forth fully herein.

561. As alleged herein, Defendants Joseph Raia, M.D., Eric Kenworthy, M.D., Joseph A. Raia, M.D., P.C., JR Medical, P.C., and Raia Medical Services, P.C. (collectively, “Count VIII Defendants”) conspired to induce Allstate to make numerous substantial payments to the PC Defendants pursuant to New York’s No-Fault Laws.

562. When Allstate made No-Fault payments to the PC Defendants, Allstate reasonably believed that it was legally obligated to make such payments based upon the misrepresentations and omissions that the Count VIII Defendants, or those persons working under their control, made concerning the PC Defendants’ reimbursement eligibility under New York’s No-Fault Laws.

563. Each and every No-Fault benefit payment that Allstate was caused to make to the PC Defendants during the course of this scheme constitutes a benefit that the Count VIII Defendants aggressively caused the PC Defendants to seek and voluntarily accept.

564. Throughout the course of their scheme, the Count VIII Defendants caused the PC Defendants to wrongfully obtain from Allstate No-Fault benefit payments totaling over

\$1,115,202.67 as a direct and proximate result of the unlawful conduct detailed throughout this Complaint.

565. Throughout the duration of this scheme, the Count VIII Defendants obtained substantial monetary benefits as a result of their unlawful conduct, benefits that were derived, in part, directly from the No-Fault benefit payments that Allstate was wrongfully induced to make to PC Defendants.

566. Retention of those benefits by the Count VIII Defendants would violate fundamental principles of justice, equity, and good conscience.

COUNT IX
DECLARATORY RELIEF UNDER 28 U.S.C. § 2201
(Against the PC Defendants)

567. Allstate re-alleges, re-pleads, and incorporates by reference the allegations set forth in paragraphs 1-469 as if set forth fully herein.

568. To be eligible to receive assigned No-Fault benefits, an assignee provider must adhere to all applicable New York statutes that grant the authority to provide healthcare services in New York.

569. In view of their (a) billing for healthcare services that were not actually rendered as billed, (b) billing for services rendered pursuant to an unlawful referral, and (c) billing for excessive and medically unnecessary healthcare treatment, tests, and services, Joseph A. Raia, M.D., P.C., JR Medical, P.C., and Raia Medical Services, P.C. (collectively, the “PC Defendants”) have, at all relevant times, been operating in violation of one or more New York State or local licensing requirements necessary to provide professional healthcare services (including, but not limited to, New York Insurance Law, New York Education Law, and New York Business Corporation Law (and other statutory provisions)), and thus have no standing to seek or collect

any No-Fault benefit payments from Allstate including, but not limited to, No-Fault benefits that were assigned to the PC Defendants by their patients.

570. The PC Defendants continue to challenge Allstate's prior claim denials.

571. The PC Defendants continue to commence litigation against Allstate seeking payment of No-Fault benefits allegedly due and owing.

572. A justifiable controversy exists between Allstate and the PC Defendants because the PC Defendants reject Allstate's ability to deny such claims.

573. Allstate has no adequate remedy at law.

574. The PC Defendants will also continue to demand No-Fault benefit payments from Allstate absent a declaration by this Court that their activities are unlawful, and that Allstate has no obligation to pay the pending, previously denied, and/or any future No-Fault claims submitted by the PC Defendants.

575. Accordingly, Allstate requests a judgment pursuant to the Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202, declaring that the PC Defendants, at all relevant times, were (a) billing for healthcare services that were not actually rendered, (b) billing for services rendered pursuant to an unlawful referral, and (c) engaged in the billing for medically unnecessary treatments and tests, and thus have no standing to submit or receive assigned No-Fault benefits.

XI. DEMAND FOR RELIEF

WHEREFORE, plaintiffs, Allstate Insurance Company, Allstate Property & Casualty Insurance Company, Allstate Fire & Casualty Insurance Company, and Allstate Indemnity Company (collectively, "Allstate"), respectfully pray that judgment enter in their favor, as follows:

COUNT I
VIOLATIONS OF 18 U.S.C. § 1962(c)
JOSEPH A. RAI, M.D., P.C. ENTERPRISE
(Against Joseph Raia, M.D., Eric Kenworthy, M.D., JR Medical, P.C., and
Raia Medical Services, P.C.)

- (a) AWARD Allstate's actual and consequential damages to be established at trial;
- (b) AWARD Allstate treble damages pursuant to 18 U.S.C. § 1964, interest, costs, and attorney's fees;
- (c) GRANT injunctive relief enjoining the Defendants from engaging in the wrongful conduct alleged in the Complaint; and
- (d) GRANT all other relief this Court deems just.

COUNT II
VIOLATIONS OF 18 U.S.C. § 1962(d)
JOSEPH A. RAI, M.D., P.C. ENTERPRISE
(Against Joseph Raia, M.D., Eric Kenworthy, M.D., JR Medical, P.C., and
Raia Medical Services, P.C.)

- (a) AWARD Allstate's actual and consequential damages to be established at trial;
- (b) AWARD Allstate treble damages, interests, costs and reasonable attorneys' fees;
- (c) GRANT injunctive relief enjoining the Defendants from engaging in the wrongful conduct alleged in the Complaint; and
- (d) GRANT all other relief this Court deems just.

COUNT III
VIOLATIONS OF 18 U.S.C. § 1962(c)
JR MEDICAL, P.C. ENTERPRISE
(Against Joseph Raia, M.D., Eric Kenworthy, M.D., Joseph A. Raia, M.D., P.C., and
Raia Medical Services, P.C.)

- (a) AWARD Allstate's actual and consequential damages to be established at trial;
- (b) AWARD Allstate treble damages pursuant to 18 U.S.C. § 1964, interest, costs, and attorney's fees;

(c) GRANT injunctive relief enjoining the Defendants from engaging in the wrongful conduct alleged in the Complaint; and

(d) GRANT all other relief this Court deems just.

COUNT IV
VIOLATIONS OF 18 U.S.C. § 1962(d)
JR MEDICAL, P.C. ENTERPRISE
(Against Joseph Raia, M.D., Eric Kenworthy, M.D., Joseph A. Raia, M.D., P.C., and Raia Medical Services, P.C.)

(a) AWARD Allstate's actual and consequential damages to be established at trial;

(b) AWARD Allstate treble damages, interests, costs and reasonable attorneys' fees;

(c) GRANT injunctive relief enjoining the Defendants from engaging in the wrongful conduct alleged in the Complaint; and

(d) GRANT all other relief this Court deems just.

COUNT V
VIOLATIONS OF 18 U.S.C. § 1962(c)
RAIA MEDICAL SERVICES, P.C. ENTERPRISE
(Against Joseph Raia, M.D., Eric Kenworthy, M.D., Joseph A. Raia, M.D., P.C., and JR Medical, P.C.)

(a) AWARD Allstate's actual and consequential damages to be established at trial;

(b) AWARD Allstate treble damages pursuant to 18 U.S.C. § 1964, interest, costs, and attorney's fees;

(c) GRANT injunctive relief enjoining the Defendants from engaging in the wrongful conduct alleged in the Complaint; and

(d) GRANT all other relief this Court deems just.

COUNT VI
VIOLATIONS OF 18 U.S.C. § 1962(d)
RAIA MEDICAL SERVICES, P.C. ENTERPRISE
(Against Joseph Raia, M.D., Eric Kenworthy, M.D., Joseph A. Raia, M.D., P.C., and
JR Medical, P.C.)

- (a) AWARD Allstate's actual and consequential damages to be established at trial;
- (b) AWARD Allstate treble damages, interests, costs and reasonable attorneys' fees;
- (c) GRANT injunctive relief enjoining the Defendants from engaging in the wrongful conduct alleged in the Complaint; and
- (d) GRANT all other relief this Court deems just.

COUNT VII
COMMON LAW FRAUD
(Against All Defendants)

- (a) AWARD Allstate's actual and consequential damages to be established at trial;
- (b) AWARD Allstate its costs, including, but not limited to, investigative costs incurred in the detection of Defendants' illegal conduct;
- (c) AWARD Allstate its costs in defending No-Fault collection suits filed by Defendants seeking payment of false and fraudulent invoices; and
- (d) GRANT all other relief this Court deems just.

COUNT VIII
UNJUST ENRICHMENT
(Against All Defendants)

- (a) AWARD Allstate's actual and consequential damages to be established at trial; and
- (b) GRANT all other relief this Court deems just.

COUNT IX
DECLARATORY RELIEF UNDER 28 U.S.C. § 2201
(Against the PC Defendants)

- (a) DECLARE that Joseph A. Raia, M.D., P.C., JR Medical, P.C., and Raia Medical Services, P.C., at all relevant times, have been operated in violation of at least one New York state and/or local licensing requirement necessary to provide professional physician services in New York;
- (b) DECLARE that Joseph A. Raia, M.D., P.C.'s, JR Medical, P.C.'s, and Raia Medical Services, P.C.'s activities are unlawful;
- (c) DECLARE that Allstate has no obligation to pay any pending, previously-denied and/or future No-Fault insurance claims submitted by or on behalf of Joseph A. Raia, M.D., P.C., JR Medical, P.C., and Raia Medical Services, P.C.; and
- (d) GRANT all other relief this Court deems just.

XII. JURY TRIAL DEMAND

The plaintiffs demand a trial by jury on all claims.

[SIGNATURE PAGE FOLLOWS]

KING, TILDEN, McETTRICK, & BRINK, P.C.

/s/ Shauna L. Sullivan

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Dated: December 10, 2024