

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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

C.A. No. ____

Plaintiffs,

vs.

ROLAND ROSE, D.C.,
ROSE CHIROPRACTIC HEALTH & WELLNESS, P.C.,
CHRISTIAN BANNERMAN, M.D.,
ACE EMERGENT MEDICAL CARE, P.C.,
AMR HUSSEIN MOSTAFA, P.T.,
AHM PHYSICAL THERAPY, P.C.,
SMART INSPIRE PHYSICAL THERAPY, P.C.,
JOANNA KULIS, P.T.,
BALANCED ROCK PT, P.C.,
SUNGIL HONG, P.T.,
DANA CARE PHYSICAL THERAPY, P.C.,
CAJETAN UCHENDU, PSYD,
OPUS PSYCHOLOGICAL SERVICES, P.C.,
PACEM PSYCHOLOGICAL SERVICES, P.C.,
LE-ZHI LIN, L.AC.,
QI LIN ACUPUNCTURE, P.C.,
RUI CHUN YE, L.AC.,
YE'S ACUPUNCTURE, P.C.,
ARIEL KANDHOROV,
ALTAI CORPORATION d/b/a GET READY MED SUPPLY,
NICHOLE MCLEOD,
ASPIRE MEDICAL SUPPLIES, LLC, and
ZEN PROPERTY MANAGEMENT, LLC,

Defendants.

PLAINTIFFS' COMPLAINT

Plaintiffs, Allstate Insurance Company, Allstate Indemnity Company, Allstate Property and Casualty Insurance Company, and Allstate Fire and 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 is about a multidisciplinary healthcare facility controlled by a chiropractor—Roland Rose, D.C. (“Rose”)—for the sole purpose of obtaining benefits under New York’s No-Fault laws to which Rose was not entitled.

2. Rose devised a scheme to incorporate and control several professional healthcare corporations that operated from one centralized location—108-25 Merrick Boulevard, Jamaica, New York (the “Merrick Boulevard Facility”)—for the specific purpose of providing medically unnecessary healthcare tests and services to patients across multiple disciplines, including orthopedic services, pain management services, chiropractic treatment, physical therapy, acupuncture, and psychological services, and then seeking payment for such treatment even though it was excessive, medically unnecessary, and, in some cases, never actually provided.

3. As alleged herein, Rose intentionally devised a scheme whereby he recruited and induced a variety of healthcare providers to incorporate professional corporations and then operate from the Merrick Boulevard Facility.

4. The collection of entities managed and/or controlled by Rose allowed Rose to accomplish the main objective of this scheme, which was to take advantage of the generous benefits available under New York’s No-Fault insurance laws.

5. To attain his unlawful goal without detection, Rose purposely and knowingly conspired with the licensed healthcare professionals Christian Bannerman, M.D. (“Bannerman”), Amr Hussein Mostafa, P.T. (“Mostafa”), Joanna Kulis, P.T. (“Kulis”), Sungil Hong, P.T.

(“Hong”), Cajetan Uchendu, PsyD (“Uchendu”), Le-Zhi Lin, L.Ac. (“Lin”), and Rui Chun Ye, L.Ac. (“Ye”) (collectively, the “Healthcare Provider Defendants”).

6. Rose recruited the Healthcare Provider Defendants to participate in this scheme and had the Healthcare Provider Defendants utilize the following entities – which were organized and/or billed under the providers’ names – as vehicles to submit No-Fault benefit claims to Allstate: Rose Chiropractic Health & Wellness, P.C. (“Rose Chiropractic Health & Wellness”), Ace Emergent Medical Care, P.C. (“Ace Emergent Medical Care”), Ahm Physical Therapy, P.C. (“Ahm Physical Therapy”), Smart Inspire Physical Therapy, P.C. (“Smart Inspire Physical Therapy”), Balanced Rock PT, P.C. (“Balanced Rock PT”), Dana Care Physical Therapy, P.C. (“Dana Care Physical Therapy”), Opus Psychological Services, P.C. (“Opus Psychological Services”), Pacem Psychological Services, P.C. (“Pacem Psychological Services”), Qi Lin Acupuncture, P.C. (“Qi Lin Acupuncture”), and Ye’s Acupuncture, P.C. (“Ye’s Acupuncture”) (collectively, the “PC Defendants”).

7. By recruiting the Healthcare Provider Defendants, Rose caused the PC Defendants to be organized using the Healthcare Provider Defendants’ licensing credentials to create the false impression that the entities were owned and operated by qualified licensees.

8. Upon information and belief, at all relevant times, however, the Healthcare Provider Defendants had no actual power or control over the entities registered under their names, including the ability to manage payroll, to participate in employee hiring and firing, to control corporate expenses, or to bill insurance providers.

9. In reality, Rose was the true beneficiary and decision maker of the PC Defendants.

10. As a licensed chiropractor, Rose is prohibited under New York laws from owning, controlling, or profiting from professional corporations organized under New York laws to provide professional physician, physical therapy, acupuncture, or psychological healthcare services.

11. Upon information and belief, to conceal his control over, and profits from, the PC Defendants, Rose utilized lease agreements that purported to rent office space at the Merrick Boulevard Facility, which was purchased by Rose on or about February 15, 2007 and subsequently transferred to his management company, Zen Property Management, LLC (“Zen Property Management”), on or about October 13, 2017.

12. These layers of lease agreements were intentionally crafted as a means to conceal Rose’s control over the PC Defendants and his unlawful splitting of professional fees and profits collected by these entities in violation of New York law, by disguising the payments – which represented the professional fees and profits of the PC Defendants – as “rent”, which was transferred to Rose for his personal benefit.

13. Overall, the PC Defendants were vital to this scheme because the entities could be used to deliver a wide range of healthcare tests and services to patients, which could then be billed to insurers like Allstate.

14. In addition to the provision of medically unnecessary healthcare tests and services, Rose utilized unlawful referral arrangements between the PC Defendants and several outside companies that dispensed durable medical equipment (“DME”) to patients.

15. Upon information and belief, as set out below, the outside DME companies – including the defendants Altai Corporation d/b/a Get Ready Med Supply (“Altai Corporation”) owned by Ariel Kandhorov (“Kandhorov”) and Aspire Medical Supplies, LLC (“Aspire Medical Supplies”) owned by Nichole McLeod (“McLeod”), (collectively, the “DME Defendants”)

(together with the Healthcare Provider Defendants and the PC Defendants, the “Defendants”) – made illegal “kickback” payments to the PC Defendants in exchange for patient referrals.

16. As explained herein, throughout the course of this scheme, the defendants (or those working under their direction and control) purposely induced Allstate to pay the PC Defendants and the DME Defendants for excessive and medically unnecessary healthcare tests, services, and DME items that were purportedly provided to Allstate claimants while knowing that the charges for these tests and services were not compensable under New York law.

17. Overall, the No-Fault benefit claims were not compensable under New York law because (a) the PC Defendants were not legally formed or operated in accordance with New York law, (b) the PC Defendants rendered medically unnecessary and excessive treatment, (c) the PC Defendants and the DME Defendants rendered treatment and services pursuant to unlawful referral arrangements, (d) the PC Defendants fraudulently billed for healthcare treatment and services that were not actually performed, and/or (e) the PC Defendants billed for healthcare services even though the PC Defendants’ true owner(s) did not engage in the practice of the profession for which the PC Defendant was incorporated.

18. 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’ and the DME Defendants’ eligibility to collect No-Fault benefits under New York law.

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

20. 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.

21. Through this action, Allstate seeks to recover all monies wrongfully paid to Rose Chiropractic Health & Wellness Ace Emergent Medical Care, Ahm Physical Therapy, Smart Inspire Physical Therapy, Balanced Rock PT, Dana Care Physical Therapy, Opus Psychological Services, Pacem Psychological Services, Qi Lin Acupuncture, Ye's Acupuncture, Altai Corporation, and Aspire Medical Supply.

22. Specifically, Allstate seeks to recover actual damages totaling over \$1,561,326.33, which represent No-Fault benefit payments that Allstate was wrongfully caused to make to the defendants during the course of this scheme.

23. 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) to Rose Chiropractic Health & Wellness, Ace Emergent Medical Care, Ahm Physical Therapy, Smart Inspire Physical Therapy, Balanced Rock PT, Dana Care Physical Therapy, Opus Psychological Services, Pacem Psychological Services, Qi Lin Acupuncture, and Ye's Acupuncture, because the treatments 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 treatments and services, thus rendering Rose Chiropractic Health & Wellness, Ace Emergent Medical Care, Ahm Physical Therapy, Smart Inspire Physical Therapy, Balanced Rock PT, Dana Care Physical Therapy, Opus Psychological Services, Pacem Psychological Services, Qi Lin Acupuncture, and Ye's Acupuncture completely ineligible to seek No-Fault reimbursement under prevailing New York laws and regulations.

24. Allstate further seeks a declaration that it has no legal obligation to make payments on No-Fault benefit claims that have been submitted by (or on behalf of) Altai Corporation and Aspire Medical Supplies where the DME items purportedly prescribed and dispensed to Allstate-covered patients were provided as a result of unlawful referral arrangements between the PC Defendants and the DME Defendants, thus rendering Altai Corporation and Aspire Medical Supplies completely ineligible to seek No-Fault reimbursement under prevailing New York laws and regulations.

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

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

27. The Defendants purposely designed and executed this scheme with the express aim of eliciting payments of automobile insurance proceeds from Allstate to Rose Chiropractic Health & Wellness, Ace Emergent Medical Care, Ahm Physical Therapy, Smart Inspire Physical Therapy, Balanced Rock PT, Dana Care Physical Therapy, Opus Psychological Services, Pacem Psychological Services, Qi Lin Acupuncture, Ye's Acupuncture, Altai Corporation, and Aspire Medical Supplies for the benefit of each and all of the defendants named herein.

28. Allstate estimates that the defendants, in furtherance of this scheme, intentionally 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.

II. THE PARTIES

A. PLAINTIFFS

29. 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.

30. Allstate Insurance Company, Allstate Indemnity Company, Allstate Property & Casualty Insurance Company, and Allstate Fire & Casualty Insurance Company each have their principal place of business in Northbrook, Illinois.

31. 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. Management Defendants

a. Roland Rose, D.C.

32. Rose resides in and is a citizen of the State of New York.

33. At all relevant times, Rose has been licensed to provide chiropractic services in the State of New York.

34. However, at no time has Rose been licensed or otherwise authorized to practice medicine, physical therapy, acupuncture, or psychology in the State of New York or elsewhere.

35. According to the records on file with the New York Department of State, Rose is the sole shareholder, officer, and/or director of Rose Chiropractic Health & Wellness.

36. When patients sought chiropractic treatment from Rose Chiropractic & Wellness, they were caused to enter into assignment of benefits agreements with Rose Chiropractic &

Wellness, thus giving Rose Chiropractic & Wellness the right to seek No-Fault payments directly from insurers.

37. As an assignee of its patients' benefits, Rose Chiropractic & Wellness sought and collected No-Fault benefit payments directly from insurers, including Allstate.

38. During the relevant period, Rose exerted control over the day-to-day operation and management of Rose Chiropractic & Wellness and the PC Defendants by, among other things, controlling the companies' finances, and by intentionally submitting claims to Allstate that contained false information.

39. As detailed herein, Rose participated in the operation and management of Rose Chiropractic & Wellness and the PC Defendants during the entirety of this scheme, and also conducted the affairs of the PC Defendants through a pattern of mail fraud racketeering activity.

40. Rose furthered the objectives of this scheme by (a) causing the fraudulent incorporation of the PC Defendants under New York law, (b) seizing control over the PC Defendants despite not being authorized to provide, or manage, medical, physical therapy, acupuncture, or psychological treatment and services, (c) exerting control over the operation and management of Rose Chiropractic & Wellness and the PC Defendants, (d) devising and implementing a routine protocol of medically unnecessary and excessive tests, treatments, prescriptions, and referrals to be followed at the Merrick Boulevard Facility, (e) submitting, or causing the submission, of No-Fault benefit claims to Allstate that contained false information about the PC Defendants' eligibility to seek and collect No-Fault benefit payments, (f) causing the PC Defendants to collect payments that they were not lawfully entitled to collect, (g) unlawfully channeling the professional fees and profits of the PC Defendants for his own personal benefit using other companies under his control, (h) facilitating unneeded patient referrals for various

healthcare services and durable medical equipment, (i) providing unnecessary healthcare services through Rose Chiropractic Health & Wellness, (j) demanding and collecting payment for these unnecessary healthcare tests and services, and (k) entering into unlawful referral arrangements with the DME Defendants.

41. Because he directly participated in the operation and management of Rose Chiropractic Health & Wellness and the PC Defendants enterprises throughout the course of this scheme, Rose is responsible for the fraudulent and non-compensable treatments, tests, and 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.

b. Zen Property Management, LLC

42. Zen Property Management is organized under New York law as a limited liability company.

43. Zen Property Management maintains its principal place of business at 108-25 Merrick Boulevard, Jamaica, New York

44. According to records on file with the New York Department of State, Rose is the sole member and/or manager of Zen Property Management.

45. During the relevant period, Rose participated in the operation and management of Zen Property Management.

46. Rose used Zen Property Management to lease and/or sublease certain property to one or more of the PC Defendants during the relevant period as a means to facilitate and conceal his unlawful receipt of professional fees and profits from one or more of the Defendants.

2. Healthcare Provider Defendants

a. Christian Bannerman, M.D.

47. Bannerman resides in and is a citizen of the State of California.

48. At all relevant times, Bannerman has been licensed to practice medicine in the State of New York.

49. According to records on file with the New York Department of State, Bannerman is the sole shareholder, officer, and/or director of Ace Emergent Medical Care.

50. During the relevant period, Rose—and not Bannerman—unlawfully owned, operated, and controlled Ace Emergent Medical Care.

51. At all relevant times, Rose directed Bannerman and/or his agents at Ace Emergent Medical Care to provide excessive and medically unnecessary healthcare services to patients of Ace Emergent Medical Care.

52. When patients sought healthcare treatment and tests from Ace Emergent Medical Care, they were caused to enter into assignment of benefits agreements with Ace Emergent Medical Care, thus giving Ace Emergent Medical Care the right to seek No-Fault payments directly from insurers.

53. As an assignee of its patients' benefits, Ace Emergent Medical Care sought and collected No-Fault benefit payments directly from insurers, including Allstate.

54. As detailed herein, the Defendants purposely sought No-Fault benefit payments from Allstate knowing that Ace Emergent Medical Care was not lawfully eligible to seek or collect such payments.

55. Because he directly participated in the operation and management of the Ace Emergent Medical Care enterprise during the course of this scheme, Bannerman is responsible for

the fraudulent and non-compensable healthcare services that were rendered to patients of this entity, and is thus also jointly and severally liable for the payments that Allstate was wrongfully induced to make to Ace Emergent Medical Care.

b. Amr Hussein Mostafa, P.T.

56. Mostafa resides in and is a citizen of the State of New York.

57. At all relevant times, Mostafa has been licensed to practice physical therapy in the State of New York.

58. According to records on file with the New York Department of State, Mostafa is the sole shareholder, officer, and/or director of Ahm Physical Therapy and Smart Inspire Physical Therapy.

59. During the relevant period, Rose—and not Mostafa—unlawfully owned, operated, and controlled Ahm Physical Therapy and Smart Inspire Physical Therapy.

60. At all relevant times, Rose directed Mostafa and/or his agents at Ahm Physical Therapy and Smart Inspire Physical Therapy to provide excessive and medically unnecessary physical therapy to patients of Ahm Physical Therapy and Smart Inspire Physical Therapy.

61. When patients sought physical therapy treatment from Ahm Physical Therapy and Smart Inspire Physical Therapy, they were caused to enter into assignment of benefits agreements with Ahm Physical Therapy and Smart Inspire Physical Therapy, thus giving Ahm Physical Therapy and Smart Inspire Physical Therapy the right to seek No-Fault payments directly from insurers.

62. As an assignee of its patients' benefits, Ahm Physical Therapy and Smart Inspire Physical Therapy sought and collected No-Fault benefit payments directly from insurers, including Allstate.

63. As detailed herein, the Defendants purposely sought No-Fault benefit payments from Allstate knowing that Ahm Physical Therapy and Smart Inspire Physical Therapy was not lawfully eligible to seek or collect such payments.

64. Because he directly participated in the operation and management of the Ahm Physical Therapy and Smart Inspire Physical Therapy enterprises during the course of this scheme, Mostafa is responsible for the fraudulent and non-compensable physical therapy that was rendered to patients of these entities, and is thus also jointly and severally liable for the payments that Allstate was wrongfully induced to make to Ahm Physical Therapy and Smart Inspire Physical Therapy.

c. Joanna Kulis, P.T.

65. Kulis resides in and is a citizen of the State of New York.

66. At all relevant times, Kulis has been licensed to practice physical therapy in the State of New York.

67. According to records on file with the New York Department of State, Kulis is the sole shareholder, officer, and/or director of Balanced Rock PT.

68. During the relevant period, Rose—and not Kulis—unlawfully owned, operated, and controlled Balanced Rock PT.

69. At all relevant times, Rose directed Kulis and/or her agents at Balanced Rock PT to provide excessive and medically unnecessary physical therapy to patients of Balanced Rock PT.

70. When patients sought physical therapy treatment from Balanced Rock PT, they were caused to enter into assignment of benefits agreements with Balanced Rock PT, thus giving Balanced Rock PT the right to seek No-Fault payments directly from insurers.

71. As an assignee of its patients' benefits, Balanced Rock PT sought and collected No-Fault benefit payments directly from insurers, including Allstate.

72. As detailed herein, the Defendants purposely sought No-Fault benefit payments from Allstate knowing that Balanced Rock PT was not lawfully eligible to seek or collect such payments.

73. Because she directly participated in the operation and management of the Balanced Rock PT enterprise during the course of this scheme, Kulis is responsible for the fraudulent and non-compensable physical therapy that was rendered to patients of this entity, and is thus also jointly and severally liable for the payments that Allstate was wrongfully induced to make to Balanced Rock PT.

d. Sungil Hong, P.T.

74. Hong resides in and is a citizen of the State of New York.

75. At all relevant times, Hong has been licensed to practice physical therapy in the State of New York.

76. According to records on file with the New York Department of State, Hong is the sole shareholder, officer, and/or director of Dana Care Physical Therapy.

77. During the relevant period, Rose—and not Hong—unlawfully owned, operated, and controlled Dana Care Physical Therapy.

78. At all relevant times, Rose directed Hong and/or his agents at Dana Care Physical Therapy to provide excessive and medically unnecessary physical therapy to patients of Dana Care Physical Therapy.

79. When patients sought physical therapy treatment from Dana Care Physical Therapy, they were caused to enter into assignment of benefits agreements with Dana Care

Physical Therapy, thus giving Dana Care Physical Therapy the right to seek No-Fault payments directly from insurers.

80. As an assignee of its patients' benefits, Dana Care Physical Therapy sought and collected No-Fault benefit payments directly from insurers, including Allstate.

81. As detailed herein, the Defendants purposely sought No-Fault benefit payments from Allstate knowing that Dana Care Physical Therapy was not lawfully eligible to seek or collect such payments.

82. Because he directly participated in the operation and management of the Dana Care Physical Therapy enterprise during the course of this scheme, Hong is responsible for the fraudulent and non-compensable physical therapy that was rendered to patients of this entity, and is thus also jointly and severally liable for the payments that Allstate was wrongfully induced to make to Dana Care Physical Therapy.

e. Cajetan Uchendu, PsyD

83. Uchendu resides in and is a citizen of the State of New York.

84. At all relevant times, Uchendu has been licensed to practice psychology in the State of New York.

85. According to records on file with the New York Department of State, Uchendu is the sole shareholder, officer, and/or director of Opus Psychological Services and Pacem Psychological Services.

86. During the relevant period, Rose—and not Uchendu—unlawfully owned, operated, and controlled Opus Psychological Services and Pacem Psychological Services.

87. At all relevant times, Rose directed Uchendu and/or his agents at Opus Psychological Services and Pacem Psychological Services to provide excessive and medically

unnecessary psychological services to patients of Opus Psychological Services and Pacem Psychological Services.

88. When patients sought psychological treatment from Opus Psychological Services and Pacem Psychological Services, they were caused to enter into assignment of benefits agreements with Opus Psychological Services and Pacem Psychological Services, thus giving Opus Psychological Services and Pacem Psychological Services the right to seek No-Fault payments directly from insurers.

89. As an assignee of its patients' benefits, Opus Psychological Services and Pacem Psychological Services sought and collected No-Fault benefit payments directly from insurers, including Allstate.

90. As detailed herein, the Defendants purposely sought No-Fault benefit payments from Allstate knowing that Opus Psychological Services and Pacem Psychological Services were not lawfully eligible to seek or collect such payments.

91. Because he directly participated in the operation and management of the Opus Psychological Services and Pacem Psychological Services enterprises during the course of this scheme, Uchendu is responsible for the fraudulent and non-compensable psychological services that were rendered to patients of these entities, and is thus also jointly and severally liable for the payments that Allstate was wrongfully induced to make to Opus Psychological Services and Pacem Psychological Services.

f. Le-Zhi Lin, L.Ac.

92. Lin resides in and is a citizen of the State of New York.

93. At all relevant times, Lin has been licensed to practice acupuncture in the State of New York.

94. According to records on file with the New York Department of State, Lin is the sole shareholder, officer, and/or director of Qi Lin Acupuncture.

95. During the relevant period, Rose—and not Lin—unlawfully owned, operated, and controlled Qi Lin Acupuncture.

96. At all relevant times, Rose directed Lin and/or his agents at Qi Lin Acupuncture to provide excessive and medically unnecessary acupuncture treatment to patients of Qi Lin Acupuncture.

97. When patients sought acupuncture treatment from Qi Lin Acupuncture, they were caused to enter into assignment of benefits agreements with Qi Lin Acupuncture, thus giving Qi Lin Acupuncture the right to seek No-Fault payments directly from insurers.

98. As an assignee of its patients' benefits, Qi Lin Acupuncture sought and collected No-Fault benefit payments directly from insurers, including Allstate.

99. As detailed herein, the Defendants purposely sought No-Fault benefit payments from Allstate knowing that Qi Lin Acupuncture was not lawfully eligible to seek or collect such payments.

100. Because he directly participated in the operation and management of the Qi Lin Acupuncture enterprise during the course of this scheme, Lin is responsible for the fraudulent and non-compensable acupuncture treatment that was rendered to patients of this entity, and is thus also jointly and severally liable for the payments that Allstate was wrongfully induced to make to Qi Lin Acupuncture.

g. Rui Chun Ye, L.Ac.

101. Ye resides in and is a citizen of the State of New York.

102. At all relevant times, Ye has been licensed to practice acupuncture in the State of New York.

103. According to records on file with the New York Department of State, Ye is the sole shareholder, officer, and/or director of Ye's Acupuncture.

104. During the relevant period, Rose—and not Ye—unlawfully owned, operated, and controlled Ye's Acupuncture.

105. At all relevant times, Rose directed Ye and/or his agents at Ye's Acupuncture to provide excessive and medically unnecessary acupuncture treatment to patients of Ye's Acupuncture.

106. When patients sought acupuncture treatment from Ye's Acupuncture, they were caused to enter into assignment of benefits agreements with Ye's Acupuncture, thus giving Ye's Acupuncture the right to seek No-Fault payments directly from insurers.

107. As an assignee of its patients' benefits, Ye's Acupuncture sought and collected No-Fault benefit payments directly from insurers, including Allstate.

108. As detailed herein, the Defendants purposely sought No-Fault benefit payments from Allstate knowing that Ye's Acupuncture was not lawfully eligible to seek or collect such payments.

109. Because he directly participated in the operation and management of the Ye's Acupuncture enterprise during the course of this scheme, Ye is responsible for the fraudulent and non-compensable acupuncture treatment that was rendered to patients of this entity, and is thus also jointly and severally liable for the payments that Allstate was wrongfully induced to make to Ye's Acupuncture.

3. PC Defendants

a. Rose Chiropractic Health & Wellness P.C.

110. Rose Chiropractic Health & Wellness is organized as a chiropractor-owned professional corporation under New York law with a principal place of business located at 108-25 Merrick Boulevard, Jamaica, New York.

111. At all relevant times, Rose has purported to be the sole shareholder, officer, and/or director of Rose Chiropractic Health & Wellness.

112. As alleged herein, Rose Chiropractic Health & Wellness furnished, or was caused to furnish, chiropractic treatment to patients which were: (a) falsely billed; (b) rendered pursuant to an unlawful referral and financial agreement; (c) rendered as part of a predetermined treatment protocol; (d) excessive and medically unnecessary; and/or (e) provided for the sole purpose of maximizing the profits of the defendants rather than improving the condition of each patient.

113. Accordingly, as alleged herein, Rose Chiropractic Health & Wellness (and/or persons working on behalf of Rose Chiropractic Health & Wellness, including but not limited to, Rose) purposely caused Rose Chiropractic Health & Wellness to seek No-Fault benefit payments from Allstate knowing that Rose Chiropractic Health & Wellness was not lawfully eligible to seek or collect such payments.

b. Ace Emergent Medical Care, P.C.

114. Ace Emergent Medical Care is organized as a physician-owned professional corporation under New York law with a principal place of business located at 108-25 Merrick Boulevard, Jamaica, New York.

115. At all relevant times, Bannerman has falsely purported to be the sole officer, director, and/or shareholder of Ace Emergent Medical Care.

116. As set out below, Rose participated in the operation and management of the Ace Emergent Medical Care enterprise by exerting unlawful control over Bannerman and Ace Emergent Medical Care, including Ace Emergent Medical Care's professional fees and profits.

117. As part of this scheme, Ace Emergent Medical Care was caused to aggressively seek and collect payments from Allstate under New York's No-Fault laws even though Ace Emergent Medical Care was unlawfully operated and controlled by one or more non-physicians (i.e., Rose).

118. Because Ace Emergent Medical Care was unlawfully operated and controlled by one or more non-physicians (i.e., Rose), Ace Emergent Medical Care was operated in direct violation of N.Y. Bus. Corp. Law § 1508, and was therefore never lawfully entitled to seek or collect No-Fault benefit payments pursuant to N.Y. Ins. Law § 5102.

c. Ahm Physical Therapy, P.C.

119. Ahm Physical Therapy is organized as a physical therapist-owned professional corporation under New York law with a principal place of business located at 3702 Shore Parkway, Brooklyn, New York.

120. At all relevant times, Mostafa has falsely purported to be the sole officer, director, and/or shareholder of Ahm Physical Therapy.

121. As set out below, Rose participated in the operation and management of the Ahm Physical Therapy enterprise by exerting unlawful control over Mostafa and Ahm Physical Therapy, including Ahm Physical Therapy's professional fees and profits.

122. As part of this scheme, Ahm Physical Therapy was caused to aggressively seek and collect payments from Allstate under New York's No-Fault laws even though Ahm Physical Therapy was unlawfully operated and controlled by one or more non-physical therapist (i.e., Rose).

123. Because Ahm Physical Therapy was unlawfully operated and controlled by one or more non-physical therapist (i.e., Rose), Ahm Physical Therapy was operated in direct violation of N.Y. Bus. Corp. Law § 1508, and was therefore never lawfully entitled to seek or collect No-Fault benefit payments pursuant to N.Y. Ins. Law § 5102.

d. Smart Inspire Physical Therapy, P.C.

124. Smart Inspire Physical Therapy is organized as a physical therapist-owned professional corporation under New York law with a principal place of business located at 2513 East 26th Street, Brooklyn, New York.

125. At all relevant times, Mostafa has falsely purported to be the sole officer, director, and/or shareholder of Smart Inspire Physical Therapy.

126. As set out below, Rose participated in the operation and management of the Smart Inspire Physical Therapy enterprise by exerting unlawful control over Mostafa and Smart Inspire Physical Therapy, including Smart Inspire Physical Therapy's professional fees and profits.

127. As part of this scheme, Smart Inspire Physical Therapy was caused to aggressively seek and collect payments from Allstate under New York's No-Fault laws even though Smart Inspire Physical Therapy was unlawfully operated and controlled by one or more non-physical therapist (i.e., Rose).

128. Because Smart Inspire Physical Therapy was unlawfully operated and controlled by one or more non-physical therapist (i.e., Rose), Smart Inspire Physical Therapy was operated in direct violation of N.Y. Bus. Corp. Law § 1508, and was therefore never lawfully entitled to seek or collect No-Fault benefit payments pursuant to N.Y. Ins. Law § 5102.

e. Balanced Rock PT, P.C.

129. Balanced Rock PT is organized as a physical therapist-owned professional corporation under New York law with a principal place of business located at 108-25 Merrick Boulevard, Jamaica, New York.

130. At all relevant times, Kulis has falsely purported to be the sole officer, director, and/or shareholder of Balanced Rock PT.

131. As set out below, Rose participated in the operation and management of the Balanced Rock PT enterprise by exerting unlawful control over Kulis and Balanced Rock PT, including Balanced Rock PT's professional fees and profits.

132. As part of this scheme, Balanced Rock PT was caused to aggressively seek and collect payments from Allstate under New York's No-Fault laws even though Balanced Rock PT was unlawfully operated and controlled by one or more non-physical therapist (i.e., Rose).

133. Because Balanced Rock PT was unlawfully operated and controlled by one or more non-physical therapist (i.e., Rose), Balanced Rock PT was operated in direct violation of N.Y. Bus. Corp. Law § 1508, and was therefore never lawfully entitled to seek or collect No-Fault benefit payments pursuant to N.Y. Ins. Law § 5102.

f. Dana Care Physical Therapy, P.C.

134. Dana Care Physical Therapy is organized as a physical therapist-owned professional corporation under New York law with a principal place of business located at 164-01 Northern Boulevard, Flushing, New York.

135. At all relevant times, Hong has falsely purported to be the sole officer, director, and/or shareholder of Dana Care Physical Therapy.

136. As set out below, Rose participated in the operation and management of the Dana Care Physical Therapy enterprise by exerting unlawful control over Hong and Dana Care Physical Therapy, including Dana Care Physical Therapy's professional fees and profits.

137. As part of this scheme, Dana Care Physical Therapy was caused to aggressively seek and collect payments from Allstate under New York's No-Fault laws even though Dana Care Physical Therapy was unlawfully operated and controlled by one or more non-physical therapist (i.e., Rose).

138. Because Dana Care Physical Therapy was unlawfully operated and controlled by one or more non-physical therapist (i.e., Rose), Dana Care Physical Therapy was operated in direct violation of N.Y. Bus. Corp. Law § 1508, and was therefore never lawfully entitled to seek or collect No-Fault benefit payments pursuant to N.Y. Ins. Law § 5102.

g. Opus Psychological Services, P.C.

139. Opus Psychological Services is organized as a psychologist-owned professional corporation under New York law with a principal place of business located at 4360 Douglaston Parkway, Douglaston, New York.

140. At all relevant times, Uchendu has falsely purported to be the sole officer, director, and/or shareholder of Opus Psychological Services.

141. As set out below, Rose participated in the operation and management of the Opus Psychological Services enterprise by exerting unlawful control over Uchendu and Opus Psychological Services, including Opus Psychological Services' professional fees and profits.

142. As part of this scheme, Opus Psychological Services was caused to aggressively seek and collect payments from Allstate under New York's No-Fault laws even though Opus

Psychological Services was unlawfully operated and controlled by one or more non-physicians (i.e., Rose).

143. Because Opus Psychological Services was unlawfully operated and controlled by one or more non-physicians (i.e., Rose), Opus Psychological Services was operated in direct violation of N.Y. Bus. Corp. Law § 1508, and was therefore never lawfully entitled to seek or collect No-Fault benefit payments pursuant to N.Y. Ins. Law § 5102.

h. Pacem Psychological Services, P.C.

144. Pacem Psychological Services is organized as a psychologist-owned professional corporation under New York law with a principal place of business located at 4360 Douglaston Parkway, Douglaston, New York.

145. At all relevant times, Uchendu has falsely purported to be the sole officer, director, and/or shareholder of Pacem Psychological Services.

146. As set out below, Rose participated in the operation and management of the Pacem Psychological Services enterprise by exerting unlawful control over Uchendu and Pacem Psychological Services, including Pacem Psychological Services' professional fees and profits.

147. As part of this scheme, Pacem Psychological Services was caused to aggressively seek and collect payments from Allstate under New York's No-Fault laws even though Pacem Psychological Services was unlawfully operated and controlled by one or more non-physicians (i.e., Rose).

148. Because Pacem Psychological Services was unlawfully operated and controlled by one or more non-physicians (i.e., Rose), Pacem Psychological Services was operated in direct violation of N.Y. Bus. Corp. Law § 1508, and was therefore never lawfully entitled to seek or collect No-Fault benefit payments pursuant to N.Y. Ins. Law § 5102.

i. Qi Lin Acupuncture, P.C.

149. Qi Lin Acupuncture is organized as an acupuncturist-owned professional corporation under New York law with a principal place of business located at 134-31 Maple Avenue, Flushing, New York.

150. At all relevant times, Lin has falsely purported to be the sole officer, director, and/or shareholder of Qi Lin Acupuncture.

151. As set out below, Rose participated in the operation and management of the Qi Lin Acupuncture enterprise by exerting unlawful control over Lin and Qi Lin Acupuncture, including Qi Lin Acupuncture's professional fees and profits.

152. As part of this scheme, Qi Lin Acupuncture was caused to aggressively seek and collect payments from Allstate under New York's No-Fault laws even though Qi Lin Acupuncture was unlawfully operated and controlled by one or more non-acupuncturist (i.e., Rose).

153. Because Qi Lin Acupuncture was unlawfully operated and controlled by one or more non-acupuncturist (i.e., Rose), Qi Lin Acupuncture was operated in direct violation of N.Y. Bus. Corp. Law § 1508, and was therefore never lawfully entitled to seek or collect No-Fault benefit payments pursuant to N.Y. Ins. Law § 5102.

j. Ye's Acupuncture, P.C.

154. Ye's Acupuncture is organized as an acupuncturist-owned professional corporation under New York law with a principal place of business located at 134-31 Maple Avenue, Flushing, New York.

155. At all relevant times, Ye has falsely purported to be the sole officer, director, and/or shareholder of Ye's Acupuncture.

156. As set out below, Rose participated in the operation and management of the Ye's Acupuncture enterprise by exerting unlawful control over Ye and Ye's Acupuncture, including Ye's Acupuncture's professional fees and profits.

157. As part of this scheme, Ye's Acupuncture was caused to aggressively seek and collect payments from Allstate under New York's No-Fault laws even though Ye's Acupuncture was unlawfully operated and controlled by one or more non-acupuncturist (i.e., Rose).

158. Because Ye's Acupuncture was unlawfully operated and controlled by one or more non-acupuncturist (i.e., Rose), Ye's Acupuncture was operated in direct violation of N.Y. Bus. Corp. Law § 1508, and was therefore never lawfully entitled to seek or collect No-Fault benefit payments pursuant to N.Y. Ins. Law § 5102.

4. The DME Defendants

a. Altai Corporation d/b/a Get Ready Med Supply

159. Altai Corporation is organized as a domestic business corporation under New York law.

160. Altai Corporation maintained a principal place of business at 6325 Saunders Street, Apartment 3E, Rego Park, New York during the relevant period.

161. As part of this scheme, Altai Corporation dispensed DME to patients of the Merrick Boulevard Facility.

162. Altai Corporation maintained an unlawful referral arrangement with the PC Defendants during the relevant period.

163. Upon information and belief, Altai Corporation agreed to make kickback payments to the PC Defendants when patients of the Merrick Boulevard Facility were prescribed DME items.

b. Ariel Kandhorov

164. Kandhorov resides in and is a citizen of the State of New Jersey.

165. At all relevant times, Kandhorov has never been licensed or otherwise authorized to practice medicine, chiropractic treatment, physical therapy, acupuncture, or psychology in the State of New York or elsewhere.

166. According to records on file with the New York Department of State, Kandhorov is the sole record shareholder, officer, and/or director of Altai Corporation.

167. At all relevant times, Kandhorov helped organize the unlawful patient referral arrangements with the PC Defendants, which were intended to generate kickback payments in exchange for the prescription and dispensing of DME items to patients of the Merrick Boulevard Facility.

168. When patients were dispensed DME items through Altai Corporation, they were caused to enter into assignment of benefits agreements with Altai Corporation, thus giving Altai Corporation the right to seek No-Fault benefit payments directly from insurers.

169. As an assignee of its patients' benefits, Altai Corporation sought and collected No-Fault benefit payments directly from insurers, including Allstate.

170. Because he directly participated in the operation and management of the Altai Corporation enterprise throughout the course of this scheme, Kandhorov is responsible for the unlawful referral and kickback arrangement that involved this entity, and is thus also jointly and severally liable for the payments that Allstate was wrongfully induced to make to this entity.

c. Aspire Medical Supplies, LLC

171. Aspire Medical Supplies is organized as a domestic business corporation under New York law.

172. Aspire Medical Supplies maintained a principal place of business at 417 East 52nd Street, Apartment 2C, Brooklyn, New York during the relevant period.

173. As part of this scheme, Aspire Medical Supplies dispensed DME to patients of the Merrick Boulevard Facility.

174. Aspire Medical Supplies maintained an unlawful referral arrangement with the PC Defendants during the relevant period.

175. Upon information and belief, Aspire Medical Supplies agreed to make kickback payments to the PC Defendants when patients of the Merrick Boulevard Facility were prescribed DME items.

d. Nichole McLeod

176. McLeod resides in and is a citizen of the State of New York.

177. At all relevant times, McLeod has never been licensed or otherwise authorized to practice medicine, chiropractic treatment, physical therapy, acupuncture, or psychology in the State of New York or elsewhere.

178. According to records on file with the New York Department of State, McLeod is the sole record shareholder, officer, and/or director of Aspire Medical Supplies.

179. At all relevant times, McLeod helped organize the unlawful patient referral arrangements with the PC Defendants, which were intended to generate kickback payments in exchange for the prescription and dispensing of DME items to patients of the Merrick Boulevard Facility.

180. When patients were dispensed DME items through Aspire Medical Supplies, they were caused to enter into assignment of benefits agreements with Aspire Medical Supplies, thus giving Aspire Medical Supplies the right to seek No-Fault benefit payments directly from insurers.

181. As an assignee of its patients' benefits, Aspire Medical Supplies sought and collected No-Fault benefit payments directly from insurers, including Allstate.

182. Because she directly participated in the operation and management of the Aspire Medical Supplies enterprise throughout the course of this scheme, McLeod is responsible for the unlawful referral and kickback arrangement that involved this entity, and is thus also jointly and severally liable for the payments that Allstate was wrongfully induced to make to this entity.

III. JURISDICTION AND VENUE

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

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

185. Venue is proper pursuant to 28 U.S.C. § 1391(b)(1) whereas one or more defendant resides in the Eastern District of New York and the majority of the defendants are residents of the State of New York.

186. 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.

187. 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*.

188. 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.

189. 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

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

191. 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.

192. Under New York's Comprehensive Motor Vehicle Insurance Reparations 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.

193. 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.

194. "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.

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

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

197. 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”).

198. 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).

199. 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).

200. Pursuant to N.Y. Ins. Law § 403(d), each NF-3 and CMS-1500 form carry the same warning: “Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent act, which is a crime.”

201. 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

202. 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.

203. 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.”

204. 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.

205. 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.

206. 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.

207. New York law prohibits anyone from engaging in the practice of chiropractic services unless they are licensed to practice as a chiropractor. *See* N.Y. EDUC. LAW §§ 6551-6552.

208. Additionally, chiropractors are generally prohibited from dividing or sharing professional fees with non-licensees. *See* N.Y. EDUC. LAW § 6509-a.

C. NEW YORK BUSINESS CORPORATION LAW

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

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

211. 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.

212. 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.

213. 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.

214. 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).

215. 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).

216. 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).

217. 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

218. 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).

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

220. 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).

221. 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.

222. 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).

223. 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).

224. 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.”

225. 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 chiropractic and psychology—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).

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

E. GUIDELINES FOR CHIROPRACTORS IN A MULTIDISCIPLINARY PRACTICE

227. In 2012, the New York Office of the Professions published a “Practice Alert” entitled “Multidisciplinary Practices,” which provides guidance to chiropractors working in a multidisciplinary setting alongside a physician. *See* Exhibit 1.

228. According to the Office of the Professions, chiropractors should not employ individuals licensed to practice medicine, nor should they serve as the “controlling entity in a practice with licensees in medicine or any other profession authorized to perform procedures beyond the scope of [the] chiropractic license, which includes physical therapy” and other healthcare disciplines.

229. Chiropractors are also advised against “making direct referrals to physical therapists since [physical therapists] are authorized to practice only on referrals from physicians, dentists, podiatrists or nurse practitioners.” Instead, chiropractors are encouraged to help their patients locate a physician who can lawfully make the referral.

230. Further, chiropractors are prohibited from working for physicians as consultants—as such an arrangement is deemed fee splitting.

231. The Office of the Professions also advises chiropractors that they can neither “direct patient care” nor assume “complete control” over patients in a medical practice, as doing so would go beyond the scope of chiropractic care.

232. As detailed below, the Defendants violated one or more of these New York statutes and regulations cited above through the operation and management of Rose Chiropractic Health & Wellness, Ace Emergent Medical Care, Ahm Physical Therapy, Smart Inspire Physical Therapy, Balanced Rock PT, Dana Care Physical Therapy, Opus Psychological Services, Pacem Psychological Services, Qi Lin Acupuncture, and Ye’s Acupuncture.

V. FACTUAL ALLEGATIONS COMMON TO ALL CLAIMS

A. GENERAL OVERVIEW OF DEFENDANTS’ SCHEME TO DEFRAUD ALLSTATE

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

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

235. 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.

236. 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.

237. 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.

238. Rose 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 and controlling multiple entities that provided medical, physical therapy, acupuncture, and psychological services to patients (i.e., the PC Defendants).

239. At all times relevant to this action, Rose recruited the Healthcare Provider Defendants to participate in this scheme, caused the Healthcare Provider Defendants to enter into fraudulent lease and/or sublease agreements, and then controlled the operation and management of the PC Defendants.

240. By controlling both the Healthcare Provider Defendants and the PC Defendants, Rose was able to dictate and coordinate the treatment, tests, and services that were rendered through the PC Defendants as a means to maximize the excessive and medically unnecessary treatments provided to Allstate claimants—and billed to Allstate—through the Merrick Boulevard Facility.

241. In furtherance of this scheme, Rose was able to profit from the provision of DME to patients of the Merrick Boulevard Facility by prescribing medically unnecessary DME items that were dispensed by the DME Defendants in exchange for kickbacks.

242. Throughout the course of this scheme, the Defendants have taken advantage of Allstate by demanding and collective No-Fault benefit payments in connection with (a) tests, treatments, and services that were not medically necessary, (b) tests, treatments, and services that were excessive, (c) tests, treatments, services, and prescriptions that were rendered pursuant to a pre-determined treatment protocol designed to enrich the provider, (d) tests, treatment, services,

and prescriptions that were rendered pursuant to unlawful referral arrangements, and (e) tests, treatments, and services that were not provided in the manner represented in the bills submitted to Allstate.

243. Such conduct is not only prohibited under New York law, but it was also dangerous to the patients who were subjected to these clinically unwarranted and unneeded tests, treatments, and services.

244. As alleged herein, the Defendants Rose Chiropractic Health & Wellness, Ace Emergent Medical Care, Ahm Physical Therapy, Smart Inspire Physical Therapy, Balanced Rock PT, Dana Care Physical Therapy, Opus Psychological Services, Pacem Psychological Services, Qi Lin Acupuncture, Ye's Acupuncture, Altai Corporation, and Aspire Medical Supplies are not—and never were—eligible to seek or collect No-Fault benefits from Allstate under New York's No-Fault laws.

245. The defendants knew (or should have known) that this conduct was improper, yet they persisted in submitting No-Fault benefit claims to Allstate seeking payment in connection with claimants who were treated by the Defendants (or those persons working under their direction or control) in the manner described herein.

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

1. The Multidisciplinary Healthcare Facility Located at 108-25 Merrick Boulevard, Jamaica, New York

246. At all times relevant, the Merrick Boulevard Facility has served as the epicenter of the Defendants' scheme.

247. On or about February 15, 2007, Rose purchased the premises located at 108-25 Merrick Boulevard, Jamaica, New York and immediately sought to turn the property located at this address into a “multidisciplinary” healthcare facility.

248. As a licensed chiropractor, Rose is prohibited under New York law from owning, controlling, or profiting from professional corporations organized under New York law to provide physician, physical therapy, acupuncture, or psychological healthcare services.

249. To attain this unlawful goal without detection, Rose purposely conspired with various practitioners to provide the appearance that the multidisciplinary healthcare facility was at all times lawfully owned and operated.

250. Specifically, and as evidenced by the August 2007 photograph of the Merrick Boulevard Facility, Rose recruited David Adin, M.D., a licensed physician, and installed signage stating “Coming Soon Rose Chiropractic & Ace Rehabilitation Care” to the exterior of the Merrick Boulevard Facility.

251. A true and accurate image of the front of the facility located at 108-25 Merrick Boulevard, Jamaica, New York in August of 2007 as shown on the Google Maps Street View is depicted below:



252. In furtherance of this scheme and in order to maximize the number of fraudulent charges that could be submitted for each patient, Rose began recruiting an array of medical providers across multiple disciplines, including an additional physician (i.e., Bannerman), physical therapists (i.e., Mostafa, Kulis, and Hong), acupuncturists (i.e., Lin and Ye), and a psychologist (i.e., Uchendu).

253. Once recruited into the scheme, Ye transferred the operation of his pre-existing professional corporation, Ye's Acupuncture, to the Merrick Boulevard Facility, while Bannerman, Mostafa, Kulis, Hong, Lin, and Uchendu, were caused to incorporate Ace Emergent Medical Care, Ahm Physical Therapy, Smart Inspire Physical Therapy, Balanced Rock PT, Dana Care Physical

Therapy, Qi Lin Acupuncture, Opus Psychological Services, and Pacem Psychological Services, respectively, under their names.

254. Upon information and belief, once organized, the Healthcare Provider Defendants were caused to enter into agreements with Rose to lease office space at the Merrick Boulevard Facility.

255. Although these agreements appear facially valid, they were purposely structured to provide kickbacks in the form of “rent” to Rose in exchange for patient referrals.

256. In furtherance of this scheme, the Healthcare Provider Defendants engaged in several deceptive acts that were meant to project an image of legitimacy surrounding the operation of the Merrick Boulevard Facility while, at the same time, conceal the true nature of the fraud scheme.

257. For example, after acquiring the premises located at 108-25 Merrick Boulevard, Jamaica, New York, Rose advertised that “Rose Chiropractic” and “Ace Rehabilitation Care” would be “Coming Soon” to this location.

258. However, to conceal his involvement, Rose purposely omitted Rose Chiropractic Health & Wellness’ name from the signage and instead installed exterior signage that identified only “Ace Medical & Rehabilitation, P.C.”.

259. A true and accurate image of the front of the facility located at 108-25 Merrick Boulevard, Jamaica, New York in June of 2012 as shown on the Google Maps Street View is depicted below:



260. Moreover, contained on the glass of the storefront was a list of the medical services (i.e., physical therapy, chiropractic, pain management, acupuncture, massage therapy, physical medicine, neurology, orthopedic, and diagnostic testing) that were available within the facility.

261. At all times relevant to the complaint, the Healthcare Provider Defendants never altered or amended the exterior signage at the Merrick Boulevard Facility to identify the specific names of the PC Defendants or the licensed professionals, other than Rose and Rose Chiropractic Health & Wellness, that operated at this location.

262. Instead, the signage was purposely limited and vague, stating only “Medical Office”, to conceal the unlawful activity that was transpiring within the facility.

263. A true and accurate image of the front of the facility located at 108-25 Merrick Boulevard, Jamaica, New York in October of 2016 as shown on the Google Maps Street View is depicted below:



264. The use of the generic signage not only concealed the identities of the professional corporations that operated at this facility, but allowed for the seamless transition from one provider to another when a professional corporation was required to be replaced.

265. For example, although the Merrick Boulevard Facility has utilized signage for “Ace Medical & Rehabilitation, P.C.”, two other professional corporations bearing similar names (i.e., Ace Physical Therapy and Rehabilitation, P.C. and Ace Emergent Medical Care) have operated from this facility.

266. A fourth, fictitious business, “Ace Medical Rehabilitation”, is further identified in a the October 1, 2012 lease agreement entered into by Uchendu on behalf of Opus Psychological Services for the use of the office space at the Merrick Boulevard Facility.

267. Notably, this agreement is nearly identical to the subsequent agreement that Uchendu entered into with “Rose Chiropractic, Health, and Wellness, P.C.” on or about March 1, 2013 for the use of the office space at the Merrick Boulevard Facility, with the only differences being the identity of the lessor and the date of the agreement.

268. Further, the signatures contained in the agreements with “Ace Medical Rehabilitation” and “Rose Chiropractic, Health, and Wellness, P.C.” are nearly identical.

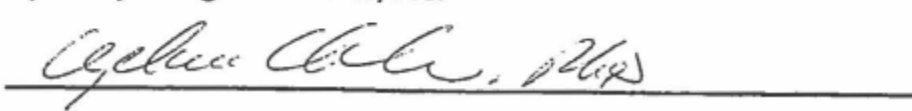
269. As evidenced by the medical records and bills that have been submitted to Allstate and the property records for the premises located at 108-25 Merrick Boulevard, Jamaica, New York, these signatures appear consistent with Rose’s signature.

270. True and accurate images from (i) the signature line of the October 1, 2012 Agreement between Ace Medical Rehabilitation and Opus Psychological Services, P.C; (ii) the signature line of the March 1, 2013 Agreement between Rose Chiropractic, Health, and Wellness, P.C. and Opus Psychological Services, P.C.; and (iii) a signature line from the property records filed with the New York City Department of Finance, Office of the City Register on or about October 23, 2017 are depicted below:

ACE Medical Rehabilitation P.C

A handwritten signature in black ink, appearing to be "Dr. Rose", written over a solid horizontal line.

Opus Psychological Services, P.C.

A handwritten signature in black ink, appearing to be "Opus Psychological Services", written over a solid horizontal line.

Rose Chiropractic, Health and Wellness, P.C.,

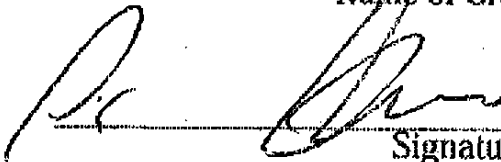


Opus Psychological Services, P.C.



ROLAND ROSE

Name of Grantor (Type or Print)



Signature of Grantor

Sworn to before me

this 13th day of October 2017

271. The operation of the Merrick Boulevard Facility continued unhindered until the aforementioned agreements were cited in a criminal investigation and until Uchendu and Opus Psychological Services were named as defendants in a lawsuit that raised *Mallela* concerns.

272. Upon information and belief, Rose caused Uchendu to incorporate a new professional corporation to create the impression that a “clean PC” began operating at the Merrick Boulevard Facility.

273. To circumvent New York law and induce the Education Department to issue a certificate of authority, Rose conspired with Uchendu to falsely represent in the corporate filings that Uchendu was the sole officer, director, and/or shareholder of the new professional corporation, Pacem Psychological Services.

274. Pacem Psychological Services was subsequently incorporated on March 28, 2019, less than one (1) year after the resolution of the lawsuit that raise *Mallela* concerns.

275. The generic signage has also obscured the employment status of the individuals that purportedly provided the fraudulent services to the patients of the Merrick Boulevard Facility.

276. For example, the Rose Chiropractic Health & Wellness website (i.e., www.rosechiropracticcenter.com) contains an “Our Practitioners” section that identifies certain medical providers (e.g., the acupuncturist, physical therapists, and physicians) that purportedly provide treatment at this facility.

277. By way of example, at all times relevant to the complaint, Lin has provided acupuncture treatment to patients at the Merrick Boulevard Facility as both the owner of Qi Lin Acupuncture and as an employee of Ye’s Acupuncture, without any distinction.

278. In certain instances, medical records and bills have been submitted to Allstate by both Qi Lin Acupuncture and Ye’s Acupuncture for acupuncture treatment that was purportedly provided by Lin to the same Allstate insured.

279. In furtherance of the scheme to defraud, the Healthcare Provider Defendants have also utilized many of the same services and protocols to achieve their unlawful goal.

280. For example, the exterior signage at the Merrick Boulevard Facility identifies only one telephone number (i.e., 718-658-9700).

281. This telephone number and the fax number (718) 658-9703, which are registered to Rose, have been utilized by Rose Chiropractic Health & Wellness, Ace Emergent Medical Care, Ahm Physical Therapy, Smart Inspire Physical Therapy, Balanced Rock PT, and Dana Care Physical Therapy, as well as Rose’s management company, Zen Enterprise, Inc.

282. Upon information and belief, the PC Defendants were caused to share the same operating hours, the same administrative and/or front desk staff, and the same common areas.

283. The use of the same office space and administrative and/or professional front desk staff allowed Rose to operate the multidisciplinary healthcare facility without the nominal owner(s) being present or involved in the day-to-day operation of each professional corporation.

284. For instance, a prior lawsuit involving Ace Emergent Medical Care documented a separate insurance company's investigation into the professional corporation, wherein the receptionist at the Merrick Boulevard Facility advised that she was unaware of "Ace Emergent Medical Care".

285. The complaint filed in this lawsuit further indicated that Rose informed the insurance company's investigator that Bannerman had left the Merrick Boulevard Facility in February of 2013.

286. In addition, on or about July 1, 2021, the University of California San Diego School and Medicine and UC San Diego Health issued a press release regarding Cynthia Gyamfil-Bannerman, M.D.'s hiring as the new Chair for Department of Obstetrics, Gynecology & Reproduction Sciences at UC San Diego, in which it was noted that her husband, Bannerman, would be joining UC San Diego Health as an emergency physician.

287. Despite Bannerman's decision to purportedly leave the Merrick Boulevard Facility in 2013 and his subsequent acceptance of a position in the State of California in 2021, Ace Emergent Medical Care has continued to submit medical bills and records under Bannerman's name to Allstate to date.

288. As such, at all times relevant, Rose and the additional Healthcare Provider Defendants (i.e., Bannerman, Mostafa, Kulis, Hong, Uchendu, Lin, and Ye) have purposely

engaged in an effort to conceal the true nature of the operation of the professional corporations at this location (i.e., Rose Chiropractic Health & Wellness, Ace Emergent Medical Care, Ahm Physical Therapy, Smart Inspire Physical Therapy, Balanced Rock PT, Dana Care Physical Therapy, Opus Psychological Services, Pacem Psychological Services, Qi Lin Acupuncture, and Ye's Acupuncture) and the scheme to provide medically unnecessary healthcare services – pursuant to the predetermined treatment protocol and an unlawful referral and financial agreement explained in further detail below – to the patients of the Merrick Boulevard Facility.

C. FRAUDULENT TREATMENT PROTOCOL

289. Overall, the Defendants created a system where patients were indiscriminately subjected to a regimen of tests and services that were (a) medically unnecessary, (b) fraudulently reported, (c) falsely billed, (d) part of a pre-determined protocol of treatment, and, (e) provided for the sole purpose of maximizing the profits of the provider rather than improving the condition of the patient.

290. Because the healthcare tests and services provided to Allstate claimants at the Merrick Boulevard Facility were: (a) not medically necessary; (b) rendered pursuant to an unlawful referral and financial agreement; (c) rendered pursuant to a predetermined treatment protocol; (d) provided for the sole purpose of maximizing the profits of the Defendants rather than improving the condition of each patient; and, (e) falsely billed, the No-Fault benefit claims submitted by PC Defendants and the DME Defendants for these healthcare tests and services are not compensable.

291. To the extent that Allstate paid the PC Defendants and the DME Defendants in reliance on the documents created and submitted to Allstate in connection with any tests and services provided to patients of the Merrick Boulevard Facility, including, but not limited to, those

payments listed in Exhibits 14 - 25, Allstate is entitled to recover all payments made to the PC Defendants and the DME Defendants in connection with any such services.

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

293. The following examples serve to demonstrate, with particularity, how the defendants exploited their patients and defrauded Allstate by providing and then billing for tests and serviced that were false, fraudulent, and not compensable under New York's No-Fault laws.

1. Patient K.L. (Claim No. 0388688335)

294. Patient K.L. (Claim No. 0388688335) was reportedly involved in a motor vehicle accident on October 21, 2015.

295. K.L. subsequently presented at the Kings County Hospital with complains of neck and back spasms, numbness, weakness, and incontinence.

296. As a result of the emergency room examination, K.L. was diagnosed with a sprained neck and back radiculopathy.

297. At the conclusion of the examination, K.L. was discharged to home care with instructions to follow up with her primary care physician and a rehabilitation clinic within three (3) to fourteen (14) days.

298. On the following day, K.L. presented at the Family Practice Medical Associates with complaints of body aches.

299. The Family Practice Medical Associates medical records indicate that K.L.'s

symptoms were acute, that X-rays were not taken at the emergency room, and that K.L. had a history of hypertension.

300. At the completion of the examination, K.L. was discharged with an instruction to follow-up should the body aches continue, but was cleared to return to work the following day.

301. Although K.L. was instructed to follow-up with a rehabilitation clinic within two (2) weeks, K.L. did not seek any additional treatment until January 18, 2016.

302. On that date, 89 days after the alleged motor vehicle accident, K.L. presented at the Merrick Boulevard Facility where an initial evaluation was performed by Rose at Rose Chiropractic Health & Wellness.

303. On the same date, K.L. purportedly received physical therapy treatment that was rendered by Kulis at Balanced Rock PT and acupuncture treatment that was rendered by Lin at Qi Lin Acupuncture.

304. K.L. would subsequently complete a course of 217 concurrent chiropractic, physical therapy, and acupuncture dates of service at the Merrick Boulevard Facility.

305. In connection with these visits, which were rendered simultaneously at the same office and typically on the same date, K.L. underwent four (4) separate range of motion or outcome assessment testing, which generated significant additional billing.

306. Despite these tests, the results were never utilized as part of K.L.'s patient care.

307. Further, during the course of K.L.'s treatment at Rose Chiropractic Health & Wellness, K.L. was prescribed a back cushion and a transcutaneous electrical nerve stimulation (TENS) unit by Rose, which was subsequently dispensed by Aspire Medical Supplies.

308. In addition to the chiropractic, physical therapy, and acupuncture treatment that K.L. began receiving at the Merrick Boulevard Facility, K.L. began a course of psychotherapy on January 20, 2016 that was provided by Uchendu at Opus Psychological Services.

309. On January 25, 2016, K.L. presented at the Merrick Boulevard Facility and underwent an initial evaluation with Clifton Burt, M.D. (“Burt”) at Queens All City Medical, P.C. where she presented with neck pain, which K.L. rated 8/10 on the Visual Analog Scale, with low back pain and stiffness, rated 6/10, and bilateral shoulder pain, rated 8/10.

310. As a result of the examination, Burt diagnosed K.L. with a cervical sprain/strain, cervical trigger point, lumbar sprain/strain, and lumbar trigger point.

311. In light of this diagnoses, Burt recommended that K.L. undergo chiropractic, physical therapy, and acupuncture treatment three (3) times per week for approximately four (4) to six (6) weeks, despite the fact that these modalities had already begun one (1) week earlier.

312. Moreover, although K.L. had only just begun a course of conservative care, Burt referred K.L. for an MRI of the cervical and lumbar spine.

313. Despite the MRI of the cervical spine being essentially normal, Burt recommended that K.L. undergo cervical epidural steroid injections, however, it is not clear if the epidurals were ever undertaken.

314. Through the course of treatment at the Merrick Boulevard Facility, K.L. began treating with Bannerman and Neil Morgenstern, M.D. (“Morgenstern”) at Ace Emergent Medical Care.

315. After subsequent examinations, Morgenstern performed a four (4) limb electromyography (“EMG”) study on August 3, 2016, 287 days after the alleged motor vehicle accident.

316. As evidenced by the bills that were submitted to Allstate, Ace Emergent Medical Care fraudulently billed for this test by billing for 18 studies and circumvented the coding guidelines' maximum of 13 nerves corresponding to CPT code 95913 by separating the upper and lower extremities and billing them separately (i.e., billing for eight (8) nerve studies on one (1) portion of the examination and 10 studies on the second portion of the examination despite the studies being performed on the same date).

317. The patient's medical records reflect a relatively minor motor vehicle accident wherein K.L. had complaints of neck and back pain as well as body aches.

318. These complaint and the subsequent findings on the date of loss were insufficient to undergo diagnostic imaging and suggest relatively minor soft tissue injuries.

319. A soft issue injury such as a strain, sprain, or contusion would generally recover within days to weeks, with the patient expected to have recovered within approximately six (6) weeks after the motor vehicle accident.

320. Here, the patient, K.L., sought treatment at the Merrick Boulevard Facility months after the alleged motor vehicle and was subsequently treated with excessive and concomitant physical therapy and chiropractic treatment, as well as a lengthy duration of acupuncture treatment.

321. As such, the excessive and concomitant physical therapy, chiropractic treatment, and acupuncture is medically unnecessary.

322. Further, the medical records and bills indicate that excessive and medically unnecessary range of motion and EMG studies were conducted, generating significant billing despite not being incorporated into K.L.'s treatment.

323. Accordingly, these procedures are simply inappropriate extensions of the Defendants' predetermined treatment protocol, wherein medically unnecessary test, studies, and durable medical equipment were prescribed to further the defendants' scheme.

324. In connection with the treatment that was purportedly rendered to the patient, K.L., the defendants, Rose Chiropractic Health & Wellness, Ace Emergent Medical Care, Balanced Rock PT, Qi Lin Acupuncture, Opus Psychological Services, and Aspire Medical Supplies, submitted documentation to Allstate, through the U.S. mail, supporting their demand for No-Fault reimbursement in connection with the services provided to K.L.

325. The documentation submitted to Allstate by the defendants demonstrates that K.L. received excessive, prolonged, and medically unnecessary healthcare services from the Defendants, Rose Chiropractic Health & Wellness, Ace Emergent Medical Care, Balanced Rock PT, Qi Lin Acupuncture, Opus Psychological Services, and Aspire Medical Supplies, in connection with the treatment that was purportedly rendered at the Merrick Boulevard Facility.

2. Patient K.T. (Claim No. 0460917362)

326. Patient K.T. (Claim No. 0460917362) was reportedly involved in a motor vehicle accident on June 4, 2017.

327. K.T., who was 22 years old at the time of the reported motor vehicle accident, did not require immediate medical assistance and did not present at the emergency room as a result of the impact.

328. Rather, on June 13, 2017, nine (9) days after the alleged motor vehicle accident, K.T. presented at the Merrick Boulevard Facility where an initial examination was performed by Rose at Rose Chiropractic Health & Wellness.

329. At the time of the examination, K.T. reported complaints of back pain, which K.T. rated 4-5/10 at the cervical spine, 6-7/10 at the thoracic spine, and 8-9/10 at the lumbar spine.

330. As a result of the examination, Rose diagnosed K.T. with cervical radiculopathy, a sprain of the cervical spine, a sprain of the thoracic spine, intervertebral disc displacement in the lumbar region, and lower back pain.

331. In light of this assessment, Rose recommended a course of chiropractic treatment and referred K.T. for a MRI.

332. On June 20, 2017, only one (1) week into treatment at the Merrick Boulevard Facility, K.T. was prescribed a back cushion, massager, dry pressure pad for mattress, and a TENS unit by Rose, which was dispensed by Aspire Medical Supplies.

333. On June 21, 2017, 17 days after the alleged motor vehicle accident, K.T. returned to the Merrick Boulevard Facility where a second examination was performed by Morgenstern at Ace Emergent Medical Care.

334. Although Morgenstern noted pain in both of K.T.'s shoulders, his assessment that the pain was non-radiating was inconsistent with the findings of Rose only eight (8) days earlier.

335. Moreover, despite the fact that K.T. had begun a course of chiropractic treatment with Rose, acupuncture treatment at Qi Lin Acupuncture, and physical therapy at Balanced Rock PT, Morgenstern ordered an MRI of the entire spinal axis at the conclusion of the examination.

336. K.T. would subsequently undergo a course of treatment at the Merrick Boulevard Facility that spanned 251 days, including 110 visits for concomitant chiropractic, physical therapy, and acupuncture treatment.

337. During the course of treatment at the Merrick Boulevard Facility, K.T. also received psychological services through Uchendu at Opus Psychological Services.

338. Throughout the course of this treatment at the Merrick Boulevard Facility, K.T. was subjected to a number of outcome assessment procedures and physical performance, manual muscle, and range of motion testing.

339. However, the results of these tests and procedures were not incorporated into K.T.'s treatment program.

340. Moreover, the medical records indicate that the results from these tests may not have ever been reviewed.

341. The charges for these tests, however, added in excess of \$400.00 to each date of service.

342. Likewise, on July 19, 2017, Morgenstern at Ace Emergent Medical Care performed a medically unnecessary electrodiagnostic study of the bilateral upper extremities.

343. In addition to being excessive, the test results are misinterpreted and the bulk of the study is not indicated.

344. By way of example, the study includes a needle examination of the asymptomatic left upper extremity, which includes bilateral radial sensory nerves.

345. However, there is no indication in any of the medical records that radial nerves would need to be tested. This testing resulted in an additional charge of \$1,800.00.

346. Moreover, on the same date, Morgenstern billed for a follow-up visit.

347. This billing, however, is fraudulent, as his evaluation did not lead to any new treatment recommendations.

348. Similarly, Bannerman submitted a medical bill to Allstate for a follow-up evaluation as well a charge under the CPT Code 93790, which is a code reserved for 24-hour blood pressuring monitoring.

349. The patient, K.T., however, was 22 years old at the time of the alleged motor vehicle accident and had no prior history of hypertension, with a normal blood measurement during his office visit.

350. There is no indication nor documentation to support that a 24-hour blood pressure monitoring device was ever utilized.

351. Notably, the medical record for this follow-up evaluation indicates that Bannerman made nine (9) different diagnoses, with none involving the central nervous system such as balance or vision.

352. Despite this diagnoses, Bannerman referred K.T. for an oculometer study and a videonystagmography (“VNG”) study, which was billed at \$558.00 after being performed at Ace Emergent Medical Care on October 23, 2017.

353. There is no indication, however, in Bannerman’s notes to justify these procedures.

354. The patient’s medical records reflect an extensive amount of treatment for an otherwise healthy 22 year-old who did not seek emergency medical treatment after the alleged motor vehicle accident.

355. As documented above, the treatment rendered at the Merrick Boulevard Facility included the excessive utilization of concomitant chiropractic, physical therapy, and acupuncture treatment that was often performed on the same exact date of service.

356. The referral for MRIs prior to the completion of a conservative course of treatment is further inappropriate, as is the misinterpreted and excessive electrodiagnostic study.

357. In connection with the treatment that was purportedly rendered to the patient, K.T., the defendants, Rose Chiropractic Health & Wellness, Ace Emergent Medical Care, Balanced Rock PT, Qi Lin Acupuncture, Opus Psychological Services, and Aspire Medical Supplies,

submitted documentation to Allstate, through the U.S. mail, supporting their demand for No-Fault reimbursement in connection with the services provided to K.T.

358. The documentation submitted to Allstate by the defendants demonstrates that K.T. received excessive, prolonged, and medically unnecessary healthcare services from the Defendants, Rose Chiropractic Health & Wellness, Ace Emergent Medical Care, Balanced Rock PT, Qi Lin Acupuncture, Opus Psychological Services, and Aspire Medical Supplies, in connection with the treatment that was purportedly rendered at the Merrick Boulevard Facility.

3. Patient A.R. (Claim No. 0613495158)

359. Patient A.R. (Claim No. 0613495158) was reportedly involved in a motor vehicle accident on January 23, 2021.

360. The medical records indicate that A.R. presented at the Jamaica Hospital Medical Center where a CT scan was performed.

361. The CT scan was ultimately negative, resulting in A.R. being discharged to home care.

362. On January 25, 2021, only two (2) days after the alleged motor vehicle accident, A.R. presented at the Merrick Boulevard Facility and sought physical therapy treatment through Smart Inspire Physical Therapy.

363. At the time of the initial date of service, A.R. had complaints of headaches and spinal axis pain. A.R. would subsequently treat at Smart Inspire Physical Therapy over the course of 14 months, including 113 dates of service.

364. On January 26, 2021, A.R. returned to the Merrick Boulevard Facility where she was examined by Rose at Rose Chiropractic Health & Wellness.

365. The medical records for this date of service indicate that A.R. had non-radiating low back pain and neck pain as radiating to the left.

366. A.R. would ultimately receive 73 dates of chiropractic treatment at Rose Chiropractic Health & Wellness to address these soft tissue injuries.

367. Despite having sought treatment at Smart Inspire Physical Therapy and Rose Chiropractic Health & Wellness, A.R. was subsequently seen by Bannerman at the Merrick Boulevard Facility on January 28, 2021, where an initial examination was performed.

368. At the conclusion of the initial examination, Bannerman referred A.R. for the standard litany of treatments, including orthopedic evaluations, pain management, imaging studies, and in this case, topical medications.

369. Pursuant to the defendants predetermined treatment protocol, A.R. also received psychotherapy treatment that was rendered by Uchendu through Pacem Psychological Services.

370. In addition, A.R. was prescribed DME items by Bannerman (i.e., knee orthosis adjustable knee joints) that was dispensed by Altai Corporation.

371. Throughout the course of treatment at the Merrick Boulevard Facility, A.R. was required to undergo disability and chiropractic assessment tests and multiple EMG studies.

372. At the follow up examination, there was no indication as to the significance of the testing, nor were the results of the studies utilized in A.R.'s treatment plan.

373. Despite normal neurological examinations and lack of documentation as to any central nervous system symptoms, A.R. was also subjected to a VNG study.

374. By ordering these excessive tests and studies, Bannerman was able to bill in excess of \$2,000.00 for the VNG study, while adding in excess of \$380.00 for each of the medically unnecessary EMG studies.

375. As such, there is no evidence to support the medical necessity of the extensive and concurrent physical therapy and chiropractic treatment following the alleged motor vehicle accident.

376. Moreover, there is no justification for the medically unnecessary and excessive tests and studies, where the patient's symptoms did not justify such treatment and where the results were not incorporated into the patient's treatment plan.

377. In connection with the treatment that was purportedly rendered to the patient, A.R., the defendants, Rose Chiropractic Health & Wellness, Ace Emergent Medical Care, Smart Inspire Physical Therapy, Pacem Psychological Services, and Altai Corporation, submitted documentation to Allstate, through the U.S. mail, supporting their demand for No-Fault reimbursement in connection with the services provided to A.R.

378. The documentation submitted to Allstate by the defendants demonstrates that A.R. received excessive, prolonged, and medically unnecessary healthcare services from the Defendants, Rose Chiropractic Health & Wellness, Ace Emergent Medical Care, Smart Inspire Physical Therapy, Pacem Psychological Services, and Altai Corporation, in connection with the treatment that was purportedly rendered at the Merrick Boulevard Facility

4. Patient S.S. (Claim No. 0516029006)

379. Patient S.S. (Claim No. 0516029006) was reportedly involved in a motor vehicle accident on August 25, 2018.

380. S.S. was subsequently transported to the emergency room where radiographs were taken and were found to be negative.

381. At the conclusion of the examination, S.S. was discharged to home care.

382. On August 27, 2018, only two (2) days after the alleged motor vehicle accident, S.S. presented at the Merrick Boulevard Facility where Rose conducted an initial examination at Rose Chiropractic Health & Wellness.

383. On the same date, S.S. sought acupuncture treatment with Lin through Qi Lin Acupuncture and Ye's Acupuncture, and Mostafa through Ahm Physical Therapy.

384. S.S. would subsequently undergo concomitant chiropractic, physical therapy, and acupuncture treatment over the next six (6) months, spanning 110 dates of service.

385. During this period, S.S. was forced to undergo numerous medically unnecessary performance tests, range of motion tests, and computerized muscle strength tests at Ace Emergent Medical Care.

386. However, there is no documentation that the results of any of these tests were ever incorporated into S.S.'s patient care.

387. In many instances, these tests were excessive, as they were redundant and performed in short intervals.

388. Pursuant to the predetermined treatment protocol, S.S. was also caused to treat with Uchendu through Opus Psychological Services.

389. In addition, S.S. was prescribed a back cushion, lumbar back support, orthopedic pillow, dry pressure mattress pad, TENS unit, and hot pack by Rose, which was dispensed by Aspire Medical Supplies.

390. The patient's medical records reflect a relatively minor motor vehicle accident wherein S.S., an otherwise health 24 year-old, had complaints of pain in the neck, shoulders, middle back, and lower back.

391. In light of the negative radiographs, these complaints suggest relatively minor soft tissue injuries.

392. A soft tissue injury such as a strain, sprain, or contusion would generally recover within days to weeks, with the patient expected to have recovered within approximately six (6) weeks after the motor vehicle accident.

393. The excessive and concomitant treatment with both physical therapy and chiropractic treatment, as well as the lengthy duration of acupuncture treatment, rendering such treatment medically unnecessary.

394. Further, the numerous performance tests, range of motion and manual muscle testing, and computerized muscle strength tests are not medically necessary or justified in any manner, as these procedures were never utilized to affect S.S.'s care.

395. Moreover, it is not clear if the results of these tests and procedures were ever reviewed by the treating providers.

396. In connection with the treatment that was purportedly rendered to the patient, S.S., the defendants, Rose Chiropractic Health & Wellness, Ace Emergent Medical Care, Ahm Physical Therapy, Qi Lin Acupuncture, Ye's Acupuncture, Opus Psychological Services, and Aspire Medical Supplies, submitted documentation to Allstate, through the U.S. mail, supporting their demand for No-Fault reimbursement in connection with the services provided to S.S.

397. The documentation submitted to Allstate by the defendants demonstrates that S.S. received excessive, prolonged, and medically unnecessary healthcare services from the Defendants, Rose Chiropractic Health & Wellness, Ace Emergent Medical Care, Ahm Physical Therapy, Qi Lin Acupuncture, Ye's Acupuncture, Opus Psychological Services, and Aspire

Medical Supplies, in connection with the treatment that was purportedly rendered at the Merrick Boulevard Facility.

5. Patient Y.M. (Claim No. 0594906109)

398. Patient Y.M. (Claim No.0594906109) was reportedly involved in a motor vehicle accident on July 30, 2020.

399. Y.M. did not require emergency medical attention directly after the reported medical accident.

400. On August 6, 2020, only six (6) days after the alleged motor vehicle accident, Y.M. presented at the Merrick Boulevard Facility where she sought treatment with Bannerman at Ace Emergent Medical Care.

401. At the time of the initial examination, Y.M. had complaints of neck, mid-back, lower back, and right knee pain.

402. Y.M. denied having headaches and further denied losing consciousness as a result of the alleged motor vehicle accident.

403. Bannerman's report for this initial examination does not document any neurologic symptoms.

404. Despite the lack of neurologic symptoms, Bannerman referred Y.M. for a VNG study one week later, in which he directly contradicted his original findings by noting recurrent complaints of dizziness and headache.

405. At the conclusion of the initial examination, Bannerman placed Y.M. on the standard treatment plan of physical therapy, pain management, neurology consultation, chiropractic treatment, and acupuncture.

406. Further, despite being only six (6) days after the alleged motor vehicle accident and with no evidence of any significant neurologic injury, Bannerman referred Y.M. for four (4) separate MRI scans, including the entire spinal axis and the right knee.

407. Per the treatment plan set forth by Bannerman, Y.M. subsequently began a course of chiropractic treatment with Rose through Rose Chiropractic Health & Wellness, physical therapy treatment with Mostafa through Smart Inspire Physical Therapy, and acupuncture treatment with Alexander Liu, L.Ac. and Lin through Ye's Acupuncture.

408. Over the course of this treatment, Y.M. attended a total of 97 visits of physical therapy and chiropractic treatment spanning nearly a full year.

409. These treatments ultimately continued despite there being no documentation as to their effectiveness.

410. In addition to these medical services, and pursuant to the predetermined treatment protocol, Y.M. also received psychological services with Uchendu through Pacem Psychological Services.

411. During this course of treatment, Bannerman also performed a trigger point impedance imaging study, which purports to document where the trigger points were in Y.M.'s back.

412. Notably, the results of this procedure indicate only left lower back pain with no neck pain and no right lower back pain, in direct contradiction to every provider that treated Y.M. as a result of this motor vehicle accident.

413. Despite there being no clinical utility for this procedure, Bannerman submitted a bill to Allstate for \$2,455.00 for this service.

414. The charges for this patient were further inflated to maximize profits, as numerous physical performance tests and manual muscles tests were performed, with several billed in excess of \$800.00.

415. The patient's medical records reflect a relatively minor motor vehicle accident wherein Y.M. had complaints of neck, back, and right knee pain that did not require emergency medical attention.

416. Despite these soft tissue injuries, the treatment rendered at the Merrick Boulevard Facility included the excessive utilization of concomitant chiropractic, physical therapy, and acupuncture treatment that was often performed on the same date of service.

417. The referral for MRIs prior to the completion of a conservative course of treatment cannot be medically justified.

418. Likewise, the referral for the VNG study that directly contradicts the findings from the initial examination only days prior cannot be seen as medically necessary.

419. These excessive medical services and medically unnecessary procedures, including the useless trigger point impedance imaging studies, provide evidence that the Defendants sought to maximize the amount that could be billed for each patient rather than treat the patient's specific injuries.

420. In connection with the treatment that was purportedly rendered to the patient, Y.M., the defendants, Rose Chiropractic Health & Wellness, Ace Emergent Medical Care, Smart Inspire Physical Therapy, Ye's Acupuncture, and Pacem Psychological Services, submitted documentation to Allstate, through the U.S. mail, supporting their demand for No-Fault reimbursement in connection with the services provided to Y.M.

421. The documentation submitted to Allstate by the defendants demonstrates that S.S received excessive, prolonged, and medically unnecessary healthcare services from the Defendants, Rose Chiropractic Health & Wellness, Ace Emergent Medical Care, Smart Inspire Physical Therapy, Ye's Acupuncture, and Pacem Psychological Services, in connection with the treatment that was purportedly rendered at the Merrick Boulevard Facility.

D. Billing for Treatment and Services Not Actually Provided

422. Rose and/or Bannerman submitted (or caused the submission of) bills to Allstate that misrepresented that certain treatments and services were rendered to a patient on a particular date, when such treatment never actually took place.

423. To continue to capitalize on the usual excessive treatment protocol employed by the PC Defendants even in the midst of the COVID-19 pandemic, Rose submitted (or caused to be submitted) medical records and NF-3 or CMS-1500 forms that represented certain treatment had been performed on Allstate claimants, when, in fact, no such treatment had ever taken place.

424. Consistent with the aims of this scheme, the defendants continued to bill Allstate for prolonged and excessive treatment, even when that treatment never occurred.

425. As such, it is clear that all patient care was governed by a fraudulent protocol devised, implemented, and controlled by Rose not to actually care for the patients, but to generate as much financial enrichment as possible for Rose's own personal gain.

VI. SPECIFIC ALLEGATIONS OF MAIL FRAUD RACKETEERING ACTIVITY

426. Throughout the course of this scheme, Rose, Bannerman, Mostafa, Kulis, Hong, Uchendu, Lin, Ye, Kandhorov, and McLeod created, prepared, and submitted (or caused to be created, prepared, and submitted) false medical documentation and 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 by placing (or causing 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 Services, in violation of 18 U.S.C. § 1341 (mail fraud) for the purpose of executing, or attempting, such fraudulent schemes.

427. 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.

428. 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. ROSE CHIROPRACTIC HEALTH & WELLNESS, P.C. ENTERPRISE

429. Rose, Bannerman, Ace Emergent Medical Care, Mostafa, Ahm Physical Therapy, Smart Inspire Physical Therapy, Kulis, Balanced Rock PT, Hong, Dana Care Physical Therapy, Uchendu, Opus Psychological Services, Pacem Psychological Services, Lin, Qi Lin Acupuncture, Ye, Ye's Acupuncture, Kandhorov, Altai Corporation, McLeod, Aspire Medical Supplies, and Zen Property Management personally used the U.S. Mail (or caused the U.S. Mail to be used) to further the fraudulent scheme by causing medical bills and records from Rose Chiropractic Health & Wellness 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.

430. Rose and these Defendants (and/or other persons working at their direction and/or on their behalf) caused Rose Chiropractic Health & Wellness to falsely certify that it was, in all respects, eligible to be reimbursed under New York's No-Fault Laws each time that Rose Chiropractic Health & Wellness mailed a demand for payment (i.e., invoice) to Allstate.

431. Rose's (and/or his agents') provision of excessive and medically unnecessary healthcare services to patients of Rose Chiropractic Health & Wellness rendered Rose Chiropractic Health & Wellness completely ineligible for No-Fault reimbursement under New York law.

432. Because Rose Chiropractic Health & Wellness was not lawfully eligible to seek or collect No-Fault benefit payments under New York's No-Fault laws, Rose and these Defendants (and/or other persons working at their direction and/or on their behalf) purposely caused Rose Chiropractic Health & Wellness to make a misrepresentation each and every time that Rose Chiropractic Health & Wellness mailed a document to Allstate claiming eligibility for No-Fault reimbursement.

433. Rose and these defendants committed mail fraud through the Rose Chiropractic Health & Wellness enterprise because (a) Rose Chiropractic was not lawfully eligible to seek or collect No-Fault benefit payments, (b) Rose Chiropractic was caused to seek No-Fault reimbursement from Allstate even though Rose Chiropractic was not entitled to such reimbursement, and (c) Rose Chiropractic used (or was caused to use) the U.S. Mail to seek No-Fault reimbursement.

434. Moreover, because (a) Rose Chiropractic Health & Wellness was not lawfully eligible to seek or collect No-Fault benefit payments, (b) Rose and these Defendants (and/or other persons working at their direction and/or on their behalf) caused Rose Chiropractic Health & Wellness to seek No-Fault reimbursement from Allstate (even though Rose Chiropractic Health &

Wellness was not entitled to such reimbursement), and (c) Rose Chiropractic Health & Wellness used the U.S. Mail to seek reimbursement, it is clear that these Defendants committed mail fraud through Rose Chiropractic Health & Wellness.

435. At all relevant times, Rose and these Defendants knew that Rose Chiropractic Health & Wellness, a patient, a claimant, an insurance carrier, patient's attorney, other medical 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 Rose Chiropractic Health & Wellness.

436. Allstate estimates that the unlawful operation of the Rose Chiropractic Health & Wellness 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.

B. ACE EMERGENT MEDICAL CARE, P.C. ENTERPRISE

437. Bannerman, Rose, Rose Chiropractic Health & Wellness, and Zen Property Management 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 Ace Emergent Medical Care 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.

438. Bannerman and these Defendants (and/or other persons working at their direction and/or on their behalf) caused Ace Emergent Medical Care to falsely certify that it was, in all respects, eligible to be reimbursed under New York's No-Fault Laws each time that Ace Emergent Medical Care mailed a demand for payment (i.e., invoice) to Allstate.

439. Bannerman's (and/or his agents') provision of excessive and medically unnecessary healthcare services to patients of Ace Emergent Medical Care rendered Ace Emergent Medical Care completely ineligible for No-Fault reimbursement under New York law.

440. Rose's domination and control over Ace Emergent Medical Care—including receipt and distribution of fees and proceeds derived from professional services that these defendants were not lawfully authorized to administer, control, or profit from—also rendered Ace Emergent Medical Care completely ineligible for No-Fault reimbursement under New York law.

441. Because Ace Emergent Medical Care was not lawfully eligible to seek or collect No-Fault benefit payments under New York's No-Fault laws, Bannerman, Rose, Rose Chiropractic Health & Wellness, and Zen Property Management (and/or other persons working at their direction and/or on their behalf) purposely caused Ace Emergent Medical Care to make a misrepresentation each and every time that Ace Emergent Medical Care mailed a document to Allstate claiming eligibility for reimbursement.

442. Therefore, because (a) Ace Emergent Medical Care was not lawfully eligible to seek or collect No-Fault benefit payments, (b) Bannerman, Rose, Rose Chiropractic Health & Wellness, and Zen Property Management (and/or other persons working at their direction and/or on their behalf) caused Ace Emergent Medical Care to seek No-Fault reimbursement from Allstate even though Ace Emergent Medical Care was not entitled to such reimbursements, and (c) Ace Emergent Medical Care used (or was caused to use) the U.S. Mail to seek reimbursement, it is clear that these Defendants committed mail fraud through Ace Emergent Medical Care.

443. At all relevant times, Bannerman and these Defendants knew that Ace Emergent Medical Care (including its employees, owner(s), contractors and agents), a patient, a claimant, an insurance carrier, patient's attorney, other medical 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 Ace Emergent Medical Care.

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

C. AHM PHYSICAL THERAPY, P.C. ENTERPRISE

445. Mostafa, Rose, Rose Chiropractic Health & Wellness, Bannerman, Ace Emergent Medical Care, and Zen Property Management 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 Ahm Physical Therapy 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.

446. Mostafa and these Defendants (and/or other persons working at their direction and/or on their behalf) caused Ahm Physical Therapy to falsely certify that it was, in all respects, eligible to be reimbursed under New York's No-Fault Laws each time that Ahm Physical Therapy mailed a demand for payment (i.e., invoice) to Allstate.

447. Mostafa's (and/or his agents') provision of excessive and medically unnecessary healthcare services to patients of Ahm Physical Therapy rendered Ahm Physical Therapy completely ineligible for No-Fault reimbursement under New York law.

448. Rose's domination and control over Ahm Physical Therapy—including receipt and distribution of fees and proceeds derived from professional services that these defendants were not lawfully authorized to administer, control, or profit from—also rendered Ahm Physical Therapy completely ineligible for No-Fault reimbursement under New York law.

449. Because Ahm Physical Therapy was not lawfully eligible to seek or collect No-Fault benefit payments under New York's No-Fault laws, Mostafa, Rose, Rose Chiropractic Health & Wellness, Bannerman, Ace Emergent Medical Care, and Zen Property Management (and/or other persons working at their direction and/or on their behalf) purposely caused Ahm Physical Therapy to make a misrepresentation each and every time that Ahm Physical Therapy mailed a document to Allstate claiming eligibility for reimbursement.

450. Therefore, because (a) Ahm Physical Therapy was not lawfully eligible to seek or collect No-Fault benefit payments, (b) Mostafa, Rose, Rose Chiropractic Health & Wellness, Bannerman, Ace Emergent Medical Care, and Zen Property Management (and/or other persons working at their direction and/or on their behalf) caused Ahm Physical Therapy to seek No-Fault reimbursement from Allstate even though Ahm Physical Therapy was not entitled to such reimbursements, and (c) Ahm Physical Therapy used (or was caused to use) the U.S. Mail to seek reimbursement, it is clear that these Defendants committed mail fraud through Ahm Physical Therapy.

451. At all relevant times, Mostafa and these Defendants knew that Ahm Physical Therapy (including its employees, owner(s), contractors and agents), a patient, a claimant, an insurance carrier, patient's attorney, other medical 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 Ahm Physical Therapy.

452. Allstate estimates that the unlawful operation of the Ahm Physical Therapy enterprise generated hundreds of mailings. A table highlighting selected examples of mailings made in furtherance of a scheme is annexed at Exhibit 4 and incorporated by reference as if set forth in its entirety.

D. SMART INSPIRE PHYSICAL THERAPY, P.C. ENTERPRISE

453. Mostafa, Rose, Rose Chiropractic Health & Wellness, Bannerman, Ace Emergent Medical Care, and Zen Property Management 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 Smart Inspire Physical Therapy 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.

454. Mostafa and these Defendants (and/or other persons working at their direction and/or on their behalf) caused Smart Inspire Physical Therapy to falsely certify that it was, in all respects, eligible to be reimbursed under New York's No-Fault Laws each time that Smart Inspire Physical Therapy mailed a demand for payment (i.e., invoice) to Allstate.

455. Mostafa's (and/or his agents') provision of excessive and medically unnecessary healthcare services to patients of Smart Inspire Physical Therapy rendered Smart Inspire Physical Therapy completely ineligible for No-Fault reimbursement under New York law.

456. Rose's domination and control over Smart Inspire Physical Therapy—including receipt and distribution of fees and proceeds derived from professional services that these defendants were not lawfully authorized to administer, control, or profit from—also rendered Smart Inspire Physical Therapy completely ineligible for No-Fault reimbursement under New York law.

457. Because Smart Inspire Physical Therapy was not lawfully eligible to seek or collect No-Fault benefit payments under New York's No-Fault laws, Mostafa, Rose, Rose Chiropractic Health & Wellness, Bannerman, Ace Emergent Medical Care, and Zen Property Management (and/or other persons working at their direction and/or on their behalf) purposely caused Smart

Inspire Physical Therapy to make a misrepresentation each and every time that Smart Inspire Physical Therapy mailed a document to Allstate claiming eligibility for reimbursement.

458. Therefore, because (a) Smart Inspire Physical Therapy was not lawfully eligible to seek or collect No-Fault benefit payments, (b) Mostafa, Rose, Rose Chiropractic Health & Wellness, Bannerman, Ace Emergent Medical Care, and Zen Property Management (and/or other persons working at their direction and/or on their behalf) caused Smart Inspire Physical Therapy to seek No-Fault reimbursement from Allstate even though Smart Inspire Physical Therapy was not entitled to such reimbursements, and (c) Smart Inspire Physical Therapy used (or was caused to use) the U.S. Mail to seek reimbursement, it is clear that these Defendants committed mail fraud through Smart Inspire Physical Therapy.

459. At all relevant times, Mostafa and these Defendants knew that Smart Inspire Physical Therapy (including its employees, owner(s), contractors and agents), a patient, a claimant, an insurance carrier, patient's attorney, other medical 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 Smart Inspire Physical Therapy.

460. Allstate estimates that the unlawful operation of the Smart Inspire Physical Therapy enterprise generated hundreds of mailings. A table highlighting selected examples of mailings made in furtherance of a scheme is annexed at Exhibit 5 and incorporated by reference as if set forth in its entirety.

E. BALANCED ROCK PT, P.C. ENTERPRISE

461. Kulis, Rose, Rose Chiropractic Health & Wellness, Bannerman, Ace Emergent Medical Care, and Zen Property Management 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

Balanced Rock PT 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.

462. Kulis and these Defendants (and/or other persons working at their direction and/or on their behalf) caused Balanced Rock PT to falsely certify that it was, in all respects, eligible to be reimbursed under New York's No-Fault Laws each time that Balanced Rock PT mailed a demand for payment (i.e., invoice) to Allstate.

463. Kulis' (and/or her agents') provision of excessive and medically unnecessary healthcare services to patients of Balanced Rock PT rendered Balanced Rock PT completely ineligible for No-Fault reimbursement under New York law.

464. Rose's domination and control over Balanced Rock PT—including receipt and distribution of fees and proceeds derived from professional services that these defendants were not lawfully authorized to administer, control, or profit from—also rendered Balanced Rock PT completely ineligible for No-Fault reimbursement under New York law.

465. Because Balanced Rock PT was not lawfully eligible to seek or collect No-Fault benefit payments under New York's No-Fault laws, Kulis, Rose, Rose Chiropractic Health & Wellness, Bannerman, Ace Emergent Medical Care, and Zen Property Management (and/or other persons working at their direction and/or on their behalf) purposely caused Balanced Rock PT to make a misrepresentation each and every time that Balanced Rock PT mailed a document to Allstate claiming eligibility for reimbursement.

466. Therefore, because (a) Balanced Rock PT was not lawfully eligible to seek or collect No-Fault benefit payments, (b) Kulis, Rose, Rose Chiropractic Health & Wellness, Bannerman, Ace Emergent Medical Care, and Zen Property Management (and/or other persons working at their direction and/or on their behalf) caused Balanced Rock PT to seek No-Fault

reimbursement from Allstate even though Balanced Rock PT was not entitled to such reimbursements, and (c) Balanced Rock PT used (or was caused to use) the U.S. Mail to seek reimbursement, it is clear that these Defendants committed mail fraud through Balanced Rock PT.

467. At all relevant times, Kulis and these Defendants knew that Balanced Rock PT (including its employees, owner(s), contractors and agents), a patient, a claimant, an insurance carrier, patient's attorney, other medical 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 Balanced Rock PT.

468. Allstate estimates that the unlawful operation of the Balanced Rock PT enterprise generated hundreds of mailings. A table highlighting selected examples of mailings made in furtherance of a scheme is annexed at Exhibit 6 and incorporated by reference as if set forth in its entirety.

F. DANA CARE PHYSICAL THERAPY, P.C. ENTERPRISE

469. Hong, Rose, Rose Chiropractic Health & Wellness, Bannerman, Ace Emergent Medical Care, and Zen Property Management 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 Dana Care Physical Therapy 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.

470. Hong and these Defendants (and/or other persons working at their direction and/or on their behalf) caused Dana Care Physical Therapy to falsely certify that it was, in all respects, eligible to be reimbursed under New York's No-Fault Laws each time that Dana Care Physical Therapy mailed a demand for payment (i.e., invoice) to Allstate.

471. Hong's (and/or his agents') provision of excessive and medically unnecessary healthcare services to patients of Dana Care Physical Therapy rendered Dana Care Physical Therapy completely ineligible for No-Fault reimbursement under New York law.

472. Rose's domination and control over Dana Care Physical Therapy—including receipt and distribution of fees and proceeds derived from professional services that these defendants were not lawfully authorized to administer, control, or profit from—also rendered Dana Care Physical Therapy completely ineligible for No-Fault reimbursement under New York law.

473. Because Dana Care Physical Therapy was not lawfully eligible to seek or collect No-Fault benefit payments under New York's No-Fault laws, Hong, Rose, Rose Chiropractic Health & Wellness, Bannerman, Ace Emergent Medical Care, and Zen Property Management (and/or other persons working at their direction and/or on their behalf) purposely caused Dana Care Physical Therapy to make a misrepresentation each and every time that Dana Care Physical Therapy mailed a document to Allstate claiming eligibility for reimbursement.

474. Therefore, because (a) Dana Care Physical Therapy was not lawfully eligible to seek or collect No-Fault benefit payments, (b) Hong, Rose, Rose Chiropractic Health & Wellness, Bannerman, Ace Emergent Medical Care, and Zen Property Management (and/or other persons working at their direction and/or on their behalf) caused Dana Care Physical Therapy to seek No-Fault reimbursement from Allstate even though Dana Care Physical Therapy was not entitled to such reimbursements, and (c) Dana Care Physical Therapy used (or was caused to use) the U.S. Mail to seek reimbursement, it is clear that these Defendants committed mail fraud through Dana Care Physical Therapy.

475. At all relevant times, Hong and these Defendants knew that Dana Care Physical Therapy (including its employees, owner(s), contractors and agents), a patient, a claimant, an

insurance carrier, patient's attorney, other medical 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 Dana Care Physical Therapy.

476. Allstate estimates that the unlawful operation of the Dana Care Physical Therapy enterprise generated hundreds of mailings. A table highlighting selected examples of mailings made in furtherance of a scheme is annexed at Exhibit 7 and incorporated by reference as if set forth in its entirety.

G. OPUS PSYCHOLOGICAL SERVICES, P.C. ENTERPRISE

477. Uchendu, Rose, Rose Chiropractic Health & Wellness, and Zen Property Management 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 Opus Psychological 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.

478. Uchendu and these Defendants (and/or other persons working at their direction and/or on their behalf) caused Opus Psychological Services to falsely certify that it was, in all respects, eligible to be reimbursed under New York's No-Fault Laws each time that Opus Psychological Services mailed a demand for payment (i.e., invoice) to Allstate.

479. Uchendu's (and/or his agents') provision of excessive and medically unnecessary healthcare services to patients of Opus Psychological Services rendered Opus Psychological Services completely ineligible for No-Fault reimbursement under New York law.

480. Rose's domination and control over Opus Psychological Services—including receipt and distribution of fees and proceeds derived from professional services that these defendants were not lawfully authorized to administer, control, or profit from—also rendered Opus Psychological Services completely ineligible for No-Fault reimbursement under New York law.

481. Because Opus Psychological Services was not lawfully eligible to seek or collect No-Fault benefit payments under New York's No-Fault laws, Uchendu, Rose, Rose Chiropractic Health & Wellness, and Zen Property Management (and/or other persons working at their direction and/or on their behalf) purposely caused Opus Psychological Services to make a misrepresentation each and every time that Opus Psychological Services mailed a document to Allstate claiming eligibility for reimbursement.

482. Therefore, because (a) Opus Psychological Services was not lawfully eligible to seek or collect No-Fault benefit payments, (b) Uchendu, Rose, Rose Chiropractic Health & Wellness, and Zen Property Management (and/or other persons working at their direction and/or on their behalf) caused Opus Psychological Services to seek No-Fault reimbursement from Allstate even though Opus Psychological Services was not entitled to such reimbursements, and (c) Opus Psychological Services used (or was caused to use) the U.S. Mail to seek reimbursement, it is clear that these Defendants committed mail fraud through Opus Psychological Services.

483. At all relevant times, Uchendu and these Defendants knew that Opus Psychological Services (including its employees, owner(s), contractors and agents), a patient, a claimant, an insurance carrier, patient's attorney, other medical 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 Opus Psychological Services.

484. Allstate estimates that the unlawful operation of the Opus Psychological Services enterprise generated hundreds of mailings. A table highlighting selected examples of mailings made in furtherance of a scheme is annexed at Exhibit 8 and incorporated by reference as if set forth in its entirety.

H. PACEM PSYCHOLOGICAL SERVICES, P.C. ENTERPRISE

485. Uchendu, Rose, Rose Chiropractic Health & Wellness, and Zen Property Management 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 Pacem Psychological 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.

486. Uchendu and these Defendants (and/or other persons working at their direction and/or on their behalf) caused Pacem Psychological Services to falsely certify that it was, in all respects, eligible to be reimbursed under New York's No-Fault Laws each time that Pacem Psychological Services mailed a demand for payment (i.e., invoice) to Allstate.

487. Uchendu's (and/or his agents') provision of excessive and medically unnecessary healthcare services to patients of Pacem Psychological Services rendered Pacem Psychological Services completely ineligible for No-Fault reimbursement under New York law.

488. Rose's domination and control over Pacem Psychological Services—including receipt and distribution of fees and proceeds derived from professional services that these defendants were not lawfully authorized to administer, control, or profit from—also rendered Pacem Psychological Services completely ineligible for No-Fault reimbursement under New York law.

489. Because Pacem Psychological Services was not lawfully eligible to seek or collect No-Fault benefit payments under New York's No-Fault laws, Uchendu, Rose, Rose Chiropractic Health & Wellness, and Zen Property Management (and/or other persons working at their direction and/or on their behalf) purposely caused Pacem Psychological Services to make a

misrepresentation each and every time that Pacem Psychological Services mailed a document to Allstate claiming eligibility for reimbursement.

490. Therefore, because (a) Pacem Psychological Services was not lawfully eligible to seek or collect No-Fault benefit payments, (b) Uchendu, Rose, Rose Chiropractic Health & Wellness, and Zen Property Management (and/or other persons working at their direction and/or on their behalf) caused Pacem Psychological Services to seek No-Fault reimbursement from Allstate even though Pacem Psychological Services was not entitled to such reimbursements, and (c) Pacem Psychological Services used (or was caused to use) the U.S. Mail to seek reimbursement, it is clear that these Defendants committed mail fraud through Pacem Psychological Services.

491. At all relevant times, Uchendu and these Defendants knew that Pacem Psychological Services (including its employees, owner(s), contractors and agents), a patient, a claimant, an insurance carrier, patient's attorney, other medical 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 Pacem Psychological Services.

492. Allstate estimates that the unlawful operation of the Pacem Psychological Services enterprise generated hundreds of mailings. A table highlighting selected examples of mailings made in furtherance of a scheme is annexed at Exhibit 9 and incorporated by reference as if set forth in its entirety.

I. QI LIN ACUPUNCTURE, P.C. ENTERPRISE

493. Lin, Rose, Rose Chiropractic Health & Wellness, and Zen Property Management 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 Qi Lin Acupuncture 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.

494. Lin and these Defendants (and/or other persons working at their direction and/or on their behalf) caused Qi Lin Acupuncture to falsely certify that it was, in all respects, eligible to be reimbursed under New York's No-Fault Laws each time that Qi Lin Acupuncture mailed a demand for payment (i.e., invoice) to Allstate.

495. Lin's (and/or her agents') provision of excessive and medically unnecessary healthcare services to patients of Qi Lin Acupuncture rendered Qi Lin Acupuncture completely ineligible for No-Fault reimbursement under New York law.

496. Rose's domination and control over Qi Lin Acupuncture—including receipt and distribution of fees and proceeds derived from professional services that these defendants were not lawfully authorized to administer, control, or profit from—also rendered Qi Lin Acupuncture completely ineligible for No-Fault reimbursement under New York law.

497. Because Qi Lin Acupuncture was not lawfully eligible to seek or collect No-Fault benefit payments under New York's No-Fault laws, Lin, Rose, Rose Chiropractic Health & Wellness, and Zen Property Management (and/or other persons working at their direction and/or on their behalf) purposely caused Qi Lin Acupuncture to make a misrepresentation each and every time that Qi Lin Acupuncture mailed a document to Allstate claiming eligibility for reimbursement.

498. Therefore, because (a) Qi Lin Acupuncture was not lawfully eligible to seek or collect No-Fault benefit payments, (b) Lin, Rose, Rose Chiropractic Health & Wellness, and Zen Property Management (and/or other persons working at their direction and/or on their behalf) caused Qi Lin Acupuncture to seek No-Fault reimbursement from Allstate even though Qi Lin

Acupuncture was not entitled to such reimbursements, and (c) Qi Lin Acupuncture used (or was caused to use) the U.S. Mail to seek reimbursement, it is clear that these Defendants committed mail fraud through Qi Lin Acupuncture.

499. At all relevant times, Lin and these Defendants knew that Qi Lin Acupuncture (including its employees, owner(s), contractors and agents), a patient, a claimant, an insurance carrier, patient's attorney, other medical 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 Qi Lin Acupuncture.

500. Allstate estimates that the unlawful operation of the Qi Lin Acupuncture enterprise generated hundreds of mailings. A table highlighting selected examples of mailings made in furtherance of a scheme is annexed at Exhibit 10 and incorporated by reference as if set forth in its entirety.

J. YE'S ACUPUNCTURE, P.C. ENTERPRISE

501. Ye, Rose, Rose Chiropractic Health & Wellness, and Zen Property Management 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 Ye's Acupuncture 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.

502. Ye and these Defendants (and/or other persons working at their direction and/or on their behalf) caused Ye's Acupuncture to falsely certify that it was, in all respects, eligible to be reimbursed under New York's No-Fault Laws each time that Ye's Acupuncture mailed a demand for payment (i.e., invoice) to Allstate.

503. Ye's (and/or his agents') provision of excessive and medically unnecessary healthcare services to patients of Ye's Acupuncture rendered Ye's Acupuncture completely ineligible for No-Fault reimbursement under New York law.

504. Rose's domination and control over Ye's Acupuncture—including receipt and distribution of fees and proceeds derived from professional services that these defendants were not lawfully authorized to administer, control, or profit from—also rendered Ye's Acupuncture completely ineligible for No-Fault reimbursement under New York law.

505. Because Ye's Acupuncture was not lawfully eligible to seek or collect No-Fault benefit payments under New York's No-Fault laws, Ye, Rose, Rose Chiropractic Health & Wellness, and Zen Property Management (and/or other persons working at their direction and/or on their behalf) purposely caused Ye's Acupuncture to make a misrepresentation each and every time that Ye's Acupuncture mailed a document to Allstate claiming eligibility for reimbursement.

506. Therefore, because (a) Ye's Acupuncture was not lawfully eligible to seek or collect No-Fault benefit payments, (b) Ye, Rose, Rose Chiropractic Health & Wellness, and Zen Property Management (and/or other persons working at their direction and/or on their behalf) caused Ye's Acupuncture to seek No-Fault reimbursement from Allstate even though Ye's Acupuncture was not entitled to such reimbursements, and (c) Ye's Acupuncture used (or was caused to use) the U.S. Mail to seek reimbursement, it is clear that these Defendants committed mail fraud through Ye's Acupuncture.

507. At all relevant times, Ye and these Defendants knew that Ye's Acupuncture (including its employees, owner(s), contractors and agents), a patient, a claimant, an insurance carrier, patient's attorney, other medical 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 Ye's Acupuncture.

508. Allstate estimates that the unlawful operation of the Ye's Acupuncture enterprise generated hundreds of mailings. A table highlighting selected examples of mailings made in furtherance of a scheme is annexed at Exhibit 11 and incorporated by reference as if set forth in its entirety.

K. ALTAI CORPORATION D/B/A GET READY MED SUPPLY ENTERPRISE

509. Kandhorov, Rose, Rose Chiropractic Health & Wellness, Bannerman, and Ace Emergent Medical Care 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 Altai Corporation 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.

510. Kandhorov, Rose, Rose Chiropractic Health & Wellness, Bannerman, and Ace Emergent Medical Care (and/or other persons working at their direction and/or on their behalf) caused Altai Corporation to falsely certify that it was, in all respects, eligible to be reimbursed under New York's No-Fault Laws each time that Altai Corporation mailed a demand for payment (i.e., invoice) to Allstate.

511. Kandhorov, Rose, Rose Chiropractic Health & Wellness, Bannerman, and Ace Emergent Medical Care (along with those individuals working under their control) purposely concealed the unlawful patient referral arrangement and related kickback payments concerning DME items purported prescribed by the Merrick Boulevard Facility providers, and then dispensed and charged for by Altai Corporation.

512. Kandhorov, Rose, Rose Chiropractic Health & Wellness, Bannerman, and Ace Emergent Medical Care (along with those individuals working under their control) were responsible for devising the unlawful patient referral arrangements with Altai Corporation, causing the Merrick Boulevard Facility providers to prescribe DME items to patients, and then demanding and accepting payments in exchange for referring patients' DME prescriptions to Altai Corporation.

513. As alleged above, these Defendants (or those persons working under their control) caused Altai Corporation to create and submit to Allstate No-Fault claim reimbursement documents and demands for payment relative to DME items that were prescribed and dispensed pursuant to unlawful patient referral arrangements.

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

515. The false, fraudulent, and unlawful acts relating to the unlawful DME prescription referrals and kickback payments are not readily evident within the four corners of the documents submitted to Allstate by Altai Corporation and upon which Allstate relied in adjusting the claims and tendering payment in connection with each discrete claim at issue in this matter.

516. Thus, every time that these Defendants (along with those individuals working under their control) caused Altai Corporation to submit No-Fault reimbursement demands to Allstate, these Defendants (and those individuals working under their control) caused Altai Corporation to represent that it was eligible to be reimbursed under New York's No-Fault laws for the services at issue.

517. The full extent of these Defendants' fraudulent and unlawful acts relative to their participation in the Altai Corporation enterprise was not, and could not have been, known to Allstate until shortly before it commenced this action.

518. Allstate estimates that the unlawful operation of the Altai Corporation enterprise generated hundreds of mailings. A table highlighting selected examples of mailings made in furtherance of a scheme is annexed at Exhibit 12 and incorporated by reference as if set forth in its entirety.

L. ASPIRE MEDICAL SUPPLIES, LLC ENTERPRISE

519. McLeod, Rose, and Rose Chiropractic Health & Wellness 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 Aspire Medical Supplies 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.

520. McLeod, Rose, and Rose Chiropractic Health & Wellness (and/or other persons working at their direction and/or on their behalf) caused Aspire Medical Supplies to falsely certify that it was, in all respects, eligible to be reimbursed under New York's No-Fault Laws each time that Aspire Medical Supplies mailed a demand for payment (i.e., invoice) to Allstate.

521. McLeod, Rose, and Rose Chiropractic Health & Wellness (along with those individuals working under their control) purposely concealed the unlawful patient referral arrangement and related kickback payments concerning DME items purported prescribed by the Merrick Boulevard Facility providers, and then dispensed and charged for by Aspire Medical Supplies.

522. McLeod, Rose, and Rose Chiropractic Health & Wellness (along with those individuals working under their control) were responsible for devising the unlawful patient referral arrangements with Aspire Medical Supplies, causing the Merrick Boulevard Facility providers to prescribe DME items to patients, and then demanding and accepting payments in exchange for referring patients' DME prescriptions to Aspire Medical Supplies.

523. As alleged above, these Defendants (or those persons working under their control) cause Aspire Medical Supplies to create and submit to Allstate No-Fault claim reimbursement documents and demands for payment relative to DME items that were prescribed and dispensed pursuant to unlawful patient referral arrangements.

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

525. The false, fraudulent, and unlawful acts relating to the unlawful DME prescription referrals and kickback payments are not readily evident within the four corners of the documents submitted to Allstate by Aspire Medical Supplies and upon which Allstate relied in adjusting the claims and tendering payment in connection with each discrete claim at issue in this matter.

526. Thus, every time that these Defendants (along with those individuals working under their control) caused Aspire Medical Supplies to submit No-Fault reimbursement demands to Allstate, these Defendants (and those individuals working under their control) caused Aspire Medical Supplies to represent that it was eligible to be reimbursed under New York's No-Fault laws for the services at issue.

527. The full extent of these Defendants' fraudulent and unlawful acts relative to their participation in the Aspire Medical Supplies enterprise was not, and could not have been, known to Allstate until shortly before it commenced this action.

528. Allstate estimates that the unlawful operation of the Aspire Medical Supplies enterprise generated hundreds of mailings. A table highlighting selected examples of mailings made in furtherance of a scheme is annexed at Exhibit 13 and incorporated by reference as if set forth in its entirety.

M. ZEN PROPERTY MANAGEMENT, LLC ENTERPRISE

529. Rose, Bannerman, Mostafa, Kulis, Hong, Uchendu, Lin, Ye, Rose Chiropractic Health & Wellness, Ace Emergent Medical Care, Ahm Physical Therapy, Smart Inspire Physical Therapy, Balanced Rock PT, Dana Care Physical Therapy, Opus Psychological Services, Pacem Psychological Services, Qi Lin Acupuncture, and Ye's Acupuncture (and/or persons working at their direction and/or on their behalf) used the U.S. Mail (or caused the U.S. Mail to be used) to further the defendants' fraudulent scheme by causing medical bills and records from Rose Chiropractic Health & Wellness, Ace Emergent Medical Care, Ahm Physical Therapy, Smart Inspire Physical Therapy, Balanced Rock PT, Dana Care Physical Therapy, Opus Psychological Services, Pacem Psychological Services, Qi Lin Acupuncture, and Ye's Acupuncture through Zen Property Management to be mailed to Allstate and/or the claimants or their counsel, and/or acted with knowledge that the use of U.S. Mail would follow in the ordinary course of business.

530. Rose, Bannerman, Mostafa, Kulis, Hong, Uchendu, Lin, Ye, Rose Chiropractic Health & Wellness, Ace Emergent Medical Care, Ahm Physical Therapy, Smart Inspire Physical Therapy, Balanced Rock PT, Dana Care Physical Therapy, Opus Psychological Services, Pacem Psychological Services, Qi Lin Acupuncture, and Ye's Acupuncture (and/or persons working at their direction and/or on their behalf) caused Rose Chiropractic Health & Wellness, Ace Emergent Medical Care, Ahm Physical Therapy, Smart Inspire Physical Therapy, Balanced Rock PT, Dana Care Physical Therapy, Opus Psychological Services, Pacem Psychological Services, Qi Lin

Acupuncture, and Ye's Acupuncture to falsely certify that they were, in all respects, eligible to be reimbursed under New York's No-Fault Laws each time that demand for payment (i.e., invoiced) was mailed to Allstate.

531. During the entire course of this scheme, Rose's domination and control over Ace Emergent Medical Care, Ahm Physical Therapy, Smart Inspire Physical Therapy, Balanced Rock PT, Dana Care Physical Therapy, Opus Psychological Services, Pacem Psychological Services, Qi Lin Acupuncture, and Ye's Acupuncture—including receipt and distribution of fees and proceeds derived from professional services that these defendants were not lawfully authorized to administer, control, or profit from—rendered Ace Emergent Medical Care, Ahm Physical Therapy, Smart Inspire Physical Therapy, Balanced Rock PT, Dana Care Physical Therapy, Opus Psychological Services, Pacem Psychological Services, Qi Lin Acupuncture, and Ye's Acupuncture completely ineligible for No-Fault reimbursement under New York law.

532. Rose Chiropractic Health & Wellness' illegal financial and referral arrangement also rendered Rose Chiropractic Health & Wellness completely ineligible for No-Fault reimbursement under New York law.

533. Because Rose Chiropractic Health & Wellness, Ace Emergent Medical Care, Ahm Physical Therapy, Smart Inspire Physical Therapy, Balanced Rock PT, Dana Care Physical Therapy, Opus Psychological Services, Pacem Psychological Services, Qi Lin Acupuncture, and Ye's Acupuncture were not lawfully eligible to seek or collect No-Fault benefit payments under New York's No-Fault laws, Rose, Bannerman, Mostafa, Kulis, Hong, Uchendu, Lin, Ye, Rose Chiropractic Health & Wellness, Ace Emergent Medical Care, Ahm Physical Therapy, Smart Inspire Physical Therapy, Balanced Rock PT, Dana Care Physical Therapy, Opus Psychological Services, Pacem Psychological Services, Qi Lin Acupuncture, and Ye's Acupuncture (and/or

persons working at their direction and/or on their behalf) caused Rose Chiropractic Health & Wellness, Ace Emergent Medical Care, Ahm Physical Therapy, Smart Inspire Physical Therapy, Balanced Rock PT, Dana Care Physical Therapy, Opus Psychological Services, Pacem Psychological Services, Qi Lin Acupuncture, and Ye's Acupuncture to make a misrepresentation each and every time that Rose Chiropractic Health & Wellness, Ace Emergent Medical Care, Ahm Physical Therapy, Smart Inspire Physical Therapy, Balanced Rock PT, Dana Care Physical Therapy, Opus Psychological Services, Pacem Psychological Services, Qi Lin Acupuncture, and Ye's Acupuncture mailed a document to Allstate claiming eligibility for No-Fault reimbursement.

534. Therefore, because (a) Rose Chiropractic Health & Wellness, Ace Emergent Medical Care, Ahm Physical Therapy, Smart Inspire Physical Therapy, Balanced Rock PT, Dana Care Physical Therapy, Opus Psychological Services, Pacem Psychological Services, Qi Lin Acupuncture, and Ye's Acupuncture were not lawfully eligible to seek or collect No-Fault benefits, (b) Rose, Bannerman, Mostafa, Kulis, Hong, Uchendu, Lin, Ye, Rose Chiropractic Health & Wellness, Ace Emergent Medical Care, Ahm Physical Therapy, Smart Inspire Physical Therapy, Balanced Rock PT, Dana Care Physical Therapy, Opus Psychological Services, Pacem Psychological Services, Qi Lin Acupuncture, and Ye's Acupuncture (and/or persons working at their direction and/or on their behalf) caused Rose Chiropractic Health & Wellness, Ace Emergent Medical Care, Ahm Physical Therapy, Smart Inspire Physical Therapy, Balanced Rock PT, Dana Care Physical Therapy, Opus Psychological Services, Pacem Psychological Services, Qi Lin Acupuncture, and Ye's Acupuncture to seek No-Fault reimbursement from Allstate, by and through Zen Property Management, even though Rose Chiropractic Health & Wellness, Ace Emergent Medical Care, Ahm Physical Therapy, Smart Inspire Physical Therapy, Balanced Rock PT, Dana Care Physical Therapy, Opus Psychological Services, Pacem Psychological Services, Qi

Lin Acupuncture, and Ye's Acupuncture were not entitled to such reimbursement, and (c) Rose, Bannerman, Mostafa, Kulis, Hong, Uchendu, Lin, Ye, Rose Chiropractic Health & Wellness, Ace Emergent Medical Care, Ahm Physical Therapy, Smart Inspire Physical Therapy, Balanced Rock PT, Dana Care Physical Therapy, Opus Psychological Services, Pacem Psychological Services, Qi Lin Acupuncture, and Ye's Acupuncture used (or caused Zen Property Management to use) the U.S. Mail to seek No-Fault reimbursement on behalf of Rose Chiropractic Health & Wellness, Ace Emergent Medical Care, Ahm Physical Therapy, Smart Inspire Physical Therapy, Balanced Rock PT, Dana Care Physical Therapy, Opus Psychological Services, Pacem Psychological Services, Qi Lin Acupuncture, and Ye's Acupuncture, it is clear that Rose, Bannerman, Mostafa, Kulis, Hong, Uchendu, Lin, Ye, Rose Chiropractic Health & Wellness, Ace Emergent Medical Care, Ahm Physical Therapy, Smart Inspire Physical Therapy, Balanced Rock PT, Dana Care Physical Therapy, Opus Psychological Services, Pacem Psychological Services, Qi Lin Acupuncture, and Ye's Acupuncture committed mail fraud.

535. At all times relevant, Rose, Bannerman, Mostafa, Kulis, Hong, Uchendu, Lin, Ye, Rose Chiropractic Health & Wellness, Ace Emergent Medical Care, Ahm Physical Therapy, Smart Inspire Physical Therapy, Balanced Rock PT, Dana Care Physical Therapy, Opus Psychological Services, Pacem Psychological Services, Qi Lin Acupuncture, and Ye's Acupuncture (including its employees, contractors, and agents), a patient, a claimant, an insurance carrier, a patient's attorney, other healthcare providers, 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 Rose, Bannerman, Mostafa, Kulis, Hong, Uchendu, Lin, Ye, Rose Chiropractic Health & Wellness, Ace Emergent Medical Care, Ahm Physical Therapy, Smart

Inspire Physical Therapy, Balanced Rock PT, Dana Care Physical Therapy, Opus Psychological Services, Pacem Psychological Services, Qi Lin Acupuncture, and Ye's Acupuncture.

536. Allstate estimate that the unlawful operation of the Rose Chiropractic Health & Wellness, Ace Emergent Medical Care, Ahm Physical Therapy, Smart Inspire Physical Therapy, Balanced Rock PT, Dana Care Physical Therapy, Opus Psychological Services, Pacem Psychological Services, Qi Lin Acupuncture, and Ye's Acupuncture enterprises generated hundreds of mailing by and through Zen Property Management. Tables highlighting selected examples of mailings made in furtherance of this scheme are annexed at Exhibits 2 – 13 and incorporated by references as if set forth in their entirety.

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

A. FRAUDULENT CONCEALMENT— ROSE CHIROPRACTIC HEALTH & WELLNESS, P.C. ENTERPRISE

537. At all relevant times during the operation of the Rose Chiropractic Health & Wellness enterprise, Rose purposely caused Rose Chiropractic Health & Wellness 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 chiropractic treatment purportedly provided to Allstate claimants.

538. Rose (along with those individuals working under his control) purposely concealed the lack of medical necessity for the chiropractic treatments purportedly provided and charged for by Rose Chiropractic Health & Wellness.

539. Rose (or those working under his 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 chiropractic treatments purportedly provided by Rose Chiropractic Health & Wellness to Allstate claimants.

540. Because Rose was responsible for (a) directing the excessive and medically unnecessary treatment rendered to Allstate claimants through Rose Chiropractic Health & Wellness (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 chiropractic treatment purportedly rendered to Allstate claimants through Rose Chiropractic Health & Wellness, and (d) falsely charging for the chiropractic treatment with the knowledge that this treatment was not lawfully reimbursable under New York's No-Fault laws, Rose Chiropractic Health & Wellness was caused to falsely claim eligibility each and every time that Rose Chiropractic sought No-Fault reimbursement from Allstate.

541. As alleged above, Rose (or those persons working under his control), caused Rose Chiropractic Health & Wellness to create and submit to Allstate No-Fault claim reimbursement documents and demands for payment relative to chiropractic treatment that was (a) unlawful, (b) unnecessary, (c) excessive, and/or (d) not actually provided.

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

543. Many of the false, fraudulent, and unlawful acts, including, among other things, charging for treatments, tests, and/or 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.

544. 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.

545. Thus, every time that Rose (along with those individuals working under his control) caused Rose Chiropractic Health & Wellness to submit No-Fault reimbursement demands to Allstate, Rose (and those individuals working under his control) necessarily certified that Rose Chiropractic Health & Wellness was, in all respects, eligible to be reimbursed under New York's No-Fault laws.

546. The full extent of Rose's fraudulent and unlawful acts relative to his participation in the Rose Chiropractic Health & Wellness enterprise was not, and could not have been, known to Allstate until shortly before it commenced this action.

B. FRAUDULENT CONCEALMENT— ACE EMERGENT MEDICAL CARE, P.C. ENTERPRISE

547. In furtherance of this scheme, Bannerman was induced to register himself with the State of New York as Ace Emergent Medical Care's sole officer, director, and/or shareholder.

548. The documents created and filed with the State of New York related to Ace Emergent Medical Care deliberately omitted any reference to Rose's involvement with or control over Bannerman or Ace Emergent Medical Care.

549. The documents created and filed with the State of New York related to Ace Emergent Medical Care gave no indication to Allstate or the general public that Rose in any way maintained a controlling interest in Ace Emergent Medical Care, or in any way participated in the operation, management, and control of Ace Emergent Medical Care.

550. Based on representations contained within the four corners of the documents filed with the State of New York on behalf of Ace Emergent Medical Care, Allstate—even acting with

reasonable diligence—could not possibly have discovered the nature and extent of Rose’s control over Bannerman and Ace Emergent Medical Care.

551. Rose’s purposeful concealment of his controlling interest in Ace Emergent Medical Care—including Rose’s control over Ace Emergent Medial Care’s professional fees, profits, and company finances, and Rose’s participation in the operation, management, and control of Ace Emergent Medical Care—allowed Rose to unlawfully control Ace Emergent Medical Care undetected.

552. At all relevant times during the operation of the Ace Emergent Medical Care enterprise, to induce Allstate to pay promptly charges for healthcare services purportedly provided to patients who received treatment through Ace Emergent Medical Care, Bannerman and Rose caused Ace Emergent Medical Care to falsely certify that it was, in all respects, eligible to be reimbursed under New York’s No-Fault laws.

553. To further induce Allstate to pay promptly charges for healthcare services purportedly provided to patients who received treatment through Ace Emergent Medical Care and to further conceal the nature of or the lack of justification for these healthcare services, or that the healthcare services were never rendered at all, Rose created, altered, and/or fabricated (or caused the creation, alteration, and/or fabrication of) false and fraudulent treatment records that were submitted to Allstate in support of Ace Emergent Medical Care’s claims for No-Fault reimbursement.

554. Further, Bannerman attested (or caused the attestation) to the medical necessity of the services that he (or persons under his direction and control) allegedly administered in connection with the treatment and testing of Ace Emergent Medical Care patients, as well as the validity of the charges submitted to Allstate for such services.

555. At all relevant times, Bannerman, as a duly licensed physician, was legally and ethically obligated to act honestly and with integrity, and also was legally and ethically obligated to act in accordance with all other aspects of his oath as a licensed healthcare professional.

556. At all relevant times, Bannerman and Rose actively concealed from Allstate facts regarding Ace Emergent Medical Care's true ownership and control to prevent Allstate from discovering that Ace Emergent Medical Care was unlawfully incorporated, operated, and controlled by non-physicians, and therefore ineligible to seek or collect No-Fault benefit payments.

557. Many of these facts—particularly (a) Rose's involvement in the direction and control of the treatment of Ace Emergent Medical Care's patients, and (b) Ace Emergent Medical Care's unlawful sharing of professional fees and profits with Rose—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.

558. 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.

559. Thus, every time that Bannerman and Rose (along with those individuals working under their control) caused Ace Emergent Medical Care to submit No-Fault reimbursement demands to Allstate, Bannerman and Rose (and those individuals working under their control) necessarily certified that Ace Emergent Medical Care was, in all respects, eligible to be reimbursed under New York's No-Fault Laws.

560. The full extent of Bannerman's and Rose's fraudulent and unlawful acts relative to their control over the Ace Emergent Medical Care enterprise—including (a) Rose's involvement

in the direction and control of the treatment and testing of Ace Emergent Medical Care's patients, (b) Rose's participation in the operation and control of Ace Emergent Medical Care, and (c) the unlawful channeling of Ace Emergent Medical Care's professional fees and profits to Rose through sham agreements and transactions arranged and consummated between Ace Emergent Medical Care and Rose—was not, and could not have been, known to Allstate until shortly before it filed this Complaint.

C. FRAUDULENT CONCEALMENT—AHM PHYSICAL THERAPY, P.C. ENTERPRISE

561. In furtherance of this scheme, Mostafa was induced to register himself with the State of New York as Ahm Physical Therapy's sole officer, director, and/or shareholder.

562. The documents created and filed with the State of New York related to Ahm Physical Therapy deliberately omitted any reference to Rose's involvement with or control over Mostafa or Ahm Physical Therapy.

563. The documents created and filed with the State of New York related to Ahm Physical Therapy gave no indication to Allstate or the general public that Rose in any way maintained a controlling interest in Ahm Physical Therapy, or in any way participated in the operation, management, and control of Ahm Physical Therapy.

564. Based on representations contained within the four corners of the documents filed with the State of New York on behalf of Ahm Physical Therapy, Allstate—even acting with reasonable diligence—could not possibly have discovered the nature and extent of Rose's control over Mostafa and Ahm Physical Therapy.

565. Rose's purposeful concealment of his controlling interest in Ahm Physical Therapy—including Rose's control over Ahm Physical Therapy's professional fees, profits, and

company finances, and Rose's participation in the operation, management, and control of Ahm Physical Therapy—allowed Rose to unlawfully control Ahm Physical Therapy undetected.

566. At all relevant times during the operation of the Ahm Physical Therapy enterprise, to induce Allstate to pay promptly charges for healthcare services purportedly provided to patients who received treatment through Ahm Physical Therapy, Mostafa and Rose caused Ahm Physical Therapy to falsely certify that it was, in all respects, eligible to be reimbursed under New York's No-Fault laws.

567. To further induce Allstate to pay promptly charges for healthcare services purportedly provided to patients who received treatment through Ahm Physical Therapy and to further conceal the nature of or the lack of justification for these healthcare services, or that the healthcare services were never rendered at all, Rose created, altered, and/or fabricated (or caused the creation, alteration, and/or fabrication of) false and fraudulent treatment records that were submitted to Allstate in support of Ahm Physical Therapy's claims for No-Fault reimbursement.

568. Further, Mostafa attested (or caused the attestation) to the medical necessity of the services that he (or persons under his direction and control) allegedly administered in connection with the treatment and testing of Ahm Physical Therapy patients, as well as the validity of the charges submitted to Allstate for such services.

569. At all relevant times, Mostafa, as a duly licensed physical therapist, was legally and ethically obligated to act honestly and with integrity, and also was legally and ethically obligated to act in accordance with all other aspects of his oath as a licensed healthcare professional.

570. At all relevant times, Mostafa and Rose actively concealed from Allstate facts regarding Ahm Physical Therapy's true ownership and control to prevent Allstate from

discovering that Ahm Physical Therapy was unlawfully incorporated, operated, and controlled by non-physicians, and therefore ineligible to seek or collect No-Fault benefit payments.

571. Many of these facts—particularly (a) Rose’s involvement in the direction and control of the treatment of Ahm Physical Therapy’s patients, and (b) Ahm Physical Therapy’s unlawful sharing of professional fees and profits with Rose—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.

572. 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.

573. Thus, every time that Mostafa and Rose (along with those individuals working under their control) caused Ahm Physical Therapy to submit No-Fault reimbursement demands to Allstate, Mostafa and Rose (and those individuals working under their control) necessarily certified that Ahm Physical Therapy was, in all respects, eligible to be reimbursed under New York’s No-Fault Laws.

574. The full extent of Mostafa’s and Rose’s fraudulent and unlawful acts relative to their control over the Ahm Physical Therapy enterprise—including (a) Rose’s involvement in the direction and control of the treatment and testing of Ahm Physical Therapy’s patients, (b) Rose’s participation in the operation and control of Ahm Physical Therapy, and (c) the unlawful channeling of Ahm Physical Therapy’s professional fees and profits to Rose through sham agreements and transactions arranged and consummated between Ahm Physical Therapy and

Rose—was not, and could not have been, known to Allstate until shortly before it filed this Complaint.

D. FRAUDULENT CONCEALMENT— SMART INSPIRE PHYSICAL THERAPY, P.C. ENTERPRISE

575. In furtherance of this scheme, Mostafa was induced to register himself with the State of New York as Smart Inspire Physical Therapy’s sole officer, director, and/or shareholder.

576. The documents created and filed with the State of New York related to Smart Inspire Physical Therapy deliberately omitted any reference to Rose’s involvement with or control over Mostafa or Smart Inspire Physical Therapy.

577. The documents created and filed with the State of New York related to Smart Inspire Physical Therapy gave no indication to Allstate or the general public that Rose in any way maintained a controlling interest in Smart Inspire Physical Therapy, or in any way participated in the operation, management, and control of Smart Inspire Physical Therapy.

578. Based on representations contained within the four corners of the documents filed with the State of New York on behalf of Smart Inspire Physical Therapy, Allstate—even acting with reasonable diligence—could not possibly have discovered the nature and extent of Rose’s control over Mostafa and Smart Inspire Physical Therapy.

579. Rose’s purposeful concealment of his controlling interest in Smart Inspire Physical Therapy—including Rose’s control over Smart Inspire Physical Therapy’s professional fees, profits, and company finances, and Rose’s participation in the operation, management, and control of Smart Inspire Physical Therapy—allowed Rose to unlawfully control Smart Inspire Physical Therapy undetected.

580. At all relevant times during the operation of the Smart Inspire Physical Therapy enterprise, to induce Allstate to pay promptly charges for healthcare services purportedly provided

to patients who received treatment through Smart Inspire Physical Therapy, Mostafa and Rose caused Smart Inspire Physical Therapy to falsely certify that it was, in all respects, eligible to be reimbursed under New York's No-Fault laws.

581. To further induce Allstate to pay promptly charges for healthcare services purportedly provided to patients who received treatment through Smart Inspire Physical Therapy and to further conceal the nature of or the lack of justification for these healthcare services, or that the healthcare services were never rendered at all, Rose created, altered, and/or fabricated (or caused the creation, alteration, and/or fabrication of) false and fraudulent treatment records that were submitted to Allstate in support of Smart Inspire Physical Therapy's claims for No-Fault reimbursement.

582. Further, Mostafa attested (or caused the attestation) to the medical necessity of the services that he (or persons under his direction and control) allegedly administered in connection with the treatment and testing of Smart Inspire Physical Therapy patients, as well as the validity of the charges submitted to Allstate for such services.

583. At all relevant times, Mostafa, as a duly licensed physical therapist, was legally and ethically obligated to act honestly and with integrity, and also was legally and ethically obligated to act in accordance with all other aspects of his oath as a licensed healthcare professional.

584. At all relevant times, Mostafa and Rose actively concealed from Allstate facts regarding Smart Inspire Physical Therapy's true ownership and control to prevent Allstate from discovering that Smart Inspire Physical Therapy was unlawfully incorporated, operated, and controlled by non-physicians, and therefore ineligible to seek or collect No-Fault benefit payments.

585. Many of these facts—particularly (a) Rose's involvement in the direction and control of the treatment of Smart Inspire Physical Therapy's patients, and (b) Smart Inspire

Physical Therapy's unlawful sharing of professional fees and profits with Rose—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.

586. 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.

587. Thus, every time that Mostafa and Rose (along with those individuals working under their control) caused Smart Inspire Physical Therapy to submit No-Fault reimbursement demands to Allstate, Mostafa and Rose (and those individuals working under their control) necessarily certified that Smart Inspire Physical Therapy was, in all respects, eligible to be reimbursed under New York's No-Fault Laws.

588. The full extent of Mostafa's and Rose's fraudulent and unlawful acts relative to their control over the Smart Inspire Physical Therapy enterprise—including (a) Rose's involvement in the direction and control of the treatment and testing of Smart Inspire Physical Therapy's patients, (b) Rose's participation in the operation and control of Smart Inspire Physical Therapy, and (c) the unlawful channeling of Smart Inspire Physical Therapy's professional fees and profits to Rose through sham agreements and transactions arranged and consummated between Smart Inspire Physical Therapy and Rose—was not, and could not have been, known to Allstate until shortly before it filed this Complaint.

E. FRAUDULENT CONCEALMENT—BALANCED ROCK PT, P.C. ENTERPRISE

589. In furtherance of this scheme, Kulis was induced to register himself with the State of New York as Balanced Rock PT's sole officer, director, and/or shareholder.

590. The documents created and filed with the State of New York related to Balanced Rock PT deliberately omitted any reference to Rose's involvement with or control over Kulis or Balanced Rock PT.

591. The documents created and filed with the State of New York related to Balanced Rock PT gave no indication to Allstate or the general public that Rose in any way maintained a controlling interest in Balanced Rock PT, or in any way participated in the operation, management, and control of Balanced Rock PT.

592. Based on representations contained within the four corners of the documents filed with the State of New York on behalf of Balanced Rock PT, Allstate—even acting with reasonable diligence—could not possibly have discovered the nature and extent of Rose's control over Kulis and Balanced Rock PT.

593. Rose's purposeful concealment of his controlling interest in Balanced Rock PT—including Rose's control over Balanced Rock PT's professional fees, profits, and company finances, and Rose's participation in the operation, management, and control of Balanced Rock PT—allowed Rose to unlawfully control Balanced Rock PT undetected.

594. At all relevant times during the operation of the Balanced Rock PT enterprise, to induce Allstate to pay promptly charges for healthcare services purportedly provided to patients who received treatment through Balanced Rock PT, Kulis and Rose caused Balanced Rock PT to falsely certify that it was, in all respects, eligible to be reimbursed under New York's No-Fault laws.

595. To further induce Allstate to pay promptly charges for healthcare services purportedly provided to patients who received treatment through Balanced Rock PT and to further conceal the nature of or the lack of justification for these healthcare services, or that the healthcare

services were never rendered at all, Rose created, altered, and/or fabricated (or caused the creation, alteration, and/or fabrication of) false and fraudulent treatment records that were submitted to Allstate in support of Balanced Rock PT's claims for No-Fault reimbursement.

596. Further, Kulis attested (or caused the attestation) to the medical necessity of the services that he (or persons under his direction and control) allegedly administered in connection with the treatment and testing of Balanced Rock PT patients, as well as the validity of the charges submitted to Allstate for such services.

597. At all relevant times, Kulis, as a duly licensed physical therapist, was legally and ethically obligated to act honestly and with integrity, and also was legally and ethically obligated to act in accordance with all other aspects of her oath as a licensed healthcare professional.

598. At all relevant times, Kulis and Rose actively concealed from Allstate facts regarding Balanced Rock PT's true ownership and control to prevent Allstate from discovering that Balanced Rock PT was unlawfully incorporated, operated, and controlled by non-physicians, and therefore ineligible to seek or collect No-Fault benefit payments.

599. Many of these facts—particularly (a) Rose's involvement in the direction and control of the treatment of Balanced Rock PT's patients, and (b) Balanced Rock PT's unlawful sharing of professional fees and profits with Rose—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.

600. 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.

601. Thus, every time that Kulis and Rose (along with those individuals working under their control) caused Balanced Rock PT to submit No-Fault reimbursement demands to Allstate, Kulis and Rose (and those individuals working under their control) necessarily certified that Balanced Rock PT was, in all respects, eligible to be reimbursed under New York's No-Fault Laws.

602. The full extent of Kulis' and Rose's fraudulent and unlawful acts relative to their control over the Balanced Rock PT enterprise—including (a) Rose's involvement in the direction and control of the treatment and testing of Balanced Rock PT's patients, (b) Rose's participation in the operation and control of Balanced Rock PT, and (c) the unlawful channeling of Balanced Rock PT's professional fees and profits to Rose through sham agreements and transactions arranged and consummated between Balanced Rock PT and Rose—was not, and could not have been, known to Allstate until shortly before it filed this Complaint.

F. FRAUDULENT CONCEALMENT – DANA CARE PHYSICAL THERAPY, P.C. ENTERPRISE

603. In furtherance of this scheme, Hong was induced to register himself with the State of New York as Dana Care Physical Therapy's sole officer, director, and/or shareholder.

604. The documents created and filed with the State of New York related to Dana Care Physical Therapy deliberately omitted any reference to Rose's involvement with or control over Hong or Dana Care Physical Therapy.

605. The documents created and filed with the State of New York related to Dana Care Physical Therapy gave no indication to Allstate or the general public that Rose in any way maintained a controlling interest in Dana Care Physical Therapy, or in any way participated in the operation, management, and control of Dana Care Physical Therapy.

606. Based on representations contained within the four corners of the documents filed with the State of New York on behalf of Dana Care Physical Therapy, Allstate—even acting with reasonable diligence—could not possibly have discovered the nature and extent of Rose’s control over Hong and Dana Care Physical Therapy.

607. Rose’s purposeful concealment of his controlling interest in Dana Care Physical Therapy—including Rose’s control over Dana Care Physical Therapy’s professional fees, profits, and company finances, and Rose’s participation in the operation, management, and control of Dana Care Physical Therapy—allowed Rose to unlawfully control Dana Care Physical Therapy undetected.

608. At all relevant times during the operation of the Dana Care Physical Therapy enterprise, to induce Allstate to pay promptly charges for healthcare services purportedly provided to patients who received treatment through Dana Care Physical Therapy, Hong and Rose caused Dana Care Physical Therapy to falsely certify that it was, in all respects, eligible to be reimbursed under New York’s No-Fault laws.

609. To further induce Allstate to pay promptly charges for healthcare services purportedly provided to patients who received treatment through Dana Care Physical Therapy and to further conceal the nature of or the lack of justification for these healthcare services, or that the healthcare services were never rendered at all, Rose created, altered, and/or fabricated (or caused the creation, alteration, and/or fabrication of) false and fraudulent treatment records that were submitted to Allstate in support of Dana Care Physical Therapy’s claims for No-Fault reimbursement.

610. Further, Hong attested (or caused the attestation) to the medical necessity of the services that he (or persons under his direction and control) allegedly administered in connection

with the treatment and testing of Dana Care Physical Therapy patients, as well as the validity of the charges submitted to Allstate for such services.

611. At all relevant times, Hong, as a duly licensed physical therapist, was legally and ethically obligated to act honestly and with integrity, and also was legally and ethically obligated to act in accordance with all other aspects of his oath as a licensed healthcare professional.

612. At all relevant times, Hong and Rose actively concealed from Allstate facts regarding Dana Care Physical Therapy's true ownership and control to prevent Allstate from discovering that Dana Care Physical Therapy was unlawfully incorporated, operated, and controlled by non-physicians, and therefore ineligible to seek or collect No-Fault benefit payments.

613. Many of these facts—particularly (a) Rose's involvement in the direction and control of the treatment of Dana Care Physical Therapy's patients, and (b) Dana Care Physical Therapy's unlawful sharing of professional fees and profits with Rose—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.

614. 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.

615. Thus, every time that Hong and Rose (along with those individuals working under their control) caused Dana Care Physical Therapy to submit No-Fault reimbursement demands to Allstate, Hong and Rose (and those individuals working under their control) necessarily certified that Dana Care Physical Therapy was, in all respects, eligible to be reimbursed under New York's No-Fault Laws.

616. The full extent of Hong's and Rose's fraudulent and unlawful acts relative to their control over the Dana Care Physical Therapy enterprise—including (a) Rose's involvement in the direction and control of the treatment and testing of Dana Care Physical Therapy's patients, (b) Rose's participation in the operation and control of Dana Care Physical Therapy, and (c) the unlawful channeling of Dana Care Physical Therapy's professional fees and profits to Rose through sham agreements and transactions arranged and consummated between Dana Care Physical Therapy and Rose—was not, and could not have been, known to Allstate until shortly before it filed this Complaint.

G. FRAUDULENT CONCEALMENT – OPUS PSYCHOLOGICAL SERVICES, P.C. ENTERPRISE

617. In furtherance of this scheme, Uchendu was induced to register himself with the State of New York as Opus Psychological Services' sole officer, director, and/or shareholder.

618. The documents created and filed with the State of New York related to Opus Psychological Services deliberately omitted any reference to Rose's involvement with or control over Uchendu or Opus Psychological Services.

619. The documents created and filed with the State of New York related to Opus Psychological Services gave no indication to Allstate or the general public that Rose in any way maintained a controlling interest in Opus Psychological Services, or in any way participated in the operation, management, and control of Opus Psychological Services.

620. Based on representations contained within the four corners of the documents filed with the State of New York on behalf of Opus Psychological Services, Allstate—even acting with reasonable diligence—could not possibly have discovered the nature and extent of Rose's control over Uchendu and Opus Psychological Services.

621. Rose's purposeful concealment of his controlling interest in Opus Psychological Services—including Rose's control over Opus Psychological Services' professional fees, profits, and company finances, and Rose's participation in the operation, management, and control of Opus Psychological Services—allowed Rose to unlawfully control Opus Psychological Services undetected.

622. At all relevant times during the operation of the Opus Psychological Services enterprise, to induce Allstate to pay promptly charges for healthcare services purportedly provided to patients who received treatment through Opus Psychological Services, Uchendu and Rose caused Opus Psychological Services to falsely certify that it was, in all respects, eligible to be reimbursed under New York's No-Fault laws.

623. To further induce Allstate to pay promptly charges for healthcare services purportedly provided to patients who received treatment through Opus Psychological Services and to further conceal the nature of or the lack of justification for these healthcare services, or that the healthcare services were never rendered at all, Rose created, altered, and/or fabricated (or caused the creation, alteration, and/or fabrication of) false and fraudulent treatment records that were submitted to Allstate in support of Opus Psychological Services' claims for No-Fault reimbursement.

624. Further, Uchendu attested (or caused the attestation) to the medical necessity of the services that he (or persons under his direction and control) allegedly administered in connection with the treatment and testing of Opus Psychological Services patients, as well as the validity of the charges submitted to Allstate for such services.

625. At all relevant times, Uchendu, as a duly licensed psychologist, was legally and ethically obligated to act honestly and with integrity, and also was legally and ethically obligated to act in accordance with all other aspects of his oath as a licensed healthcare professional.

626. At all relevant times, Uchendu and Rose actively concealed from Allstate facts regarding Opus Psychological Services' true ownership and control to prevent Allstate from discovering that Opus Psychological Services was unlawfully incorporated, operated, and controlled by non-physicians, and therefore ineligible to seek or collect No-Fault benefit payments.

627. Many of these facts—particularly (a) Rose's involvement in the direction and control of the treatment of Opus Psychological Services' patients, and (b) Opus Psychological Services' unlawful sharing of professional fees and profits with Rose—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.

628. 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.

629. Thus, every time that Uchendu and Rose (along with those individuals working under their control) caused Opus Psychological Services to submit No-Fault reimbursement demands to Allstate, Uchendu and Rose (and those individuals working under their control) necessarily certified that Opus Psychological Services was, in all respects, eligible to be reimbursed under New York's No-Fault Laws.

630. The full extent of Uchendu's and Rose's fraudulent and unlawful acts relative to their control over the Opus Psychological Services enterprise—including (a) Rose's involvement

in the direction and control of the treatment and testing of Opus Psychological Services' patients, (b) Rose's participation in the operation and control of Opus Psychological Services, and (c) the unlawful channeling of Opus Psychological Services' professional fees and profits to Rose through sham agreements and transactions arranged and consummated between Opus Psychological Services and Rose—was not, and could not have been, known to Allstate until shortly before it filed this Complaint.

H. FRAUDULENT CONCEALMENT – PACEM PSYCHOLOGICAL SERVICES, P.C. ENTERPRISE

631. In furtherance of this scheme, Uchendu was induced to register himself with the State of New York as Pacem Psychological Services' sole officer, director, and/or shareholder.

632. The documents created and filed with the State of New York related to Pacem Psychological Services deliberately omitted any reference to Rose's involvement with or control over Uchendu or Pacem Psychological Services.

633. The documents created and filed with the State of New York related to Pacem Psychological Services gave no indication to Allstate or the general public that Rose in any way maintained a controlling interest in Pacem Psychological Services, or in any way participated in the operation, management, and control of Pacem Psychological Services.

634. Based on representations contained within the four corners of the documents filed with the State of New York on behalf of Pacem Psychological Services, Allstate—even acting with reasonable diligence—could not possibly have discovered the nature and extent of Rose's control over Uchendu and Pacem Psychological Services.

635. Rose's purposeful concealment of his controlling interest in Pacem Psychological Services—including Rose's control over Pacem Psychological Services' professional fees, profits, and company finances, and Rose's participation in the operation, management, and control of

Pacem Psychological Services—allowed Rose to unlawfully control Pacem Psychological Services undetected.

636. At all relevant times during the operation of the Pacem Psychological Services enterprise, to induce Allstate to pay promptly charges for healthcare services purportedly provided to patients who received treatment through Pacem Psychological Services, Uchendu and Rose caused Pacem Psychological Services to falsely certify that it was, in all respects, eligible to be reimbursed under New York's No-Fault laws.

637. To further induce Allstate to pay promptly charges for healthcare services purportedly provided to patients who received treatment through Pacem Psychological Services and to further conceal the nature of or the lack of justification for these healthcare services, or that the healthcare services were never rendered at all, Rose created, altered, and/or fabricated (or caused the creation, alteration, and/or fabrication of) false and fraudulent treatment records that were submitted to Allstate in support of Pacem Psychological Services' claims for No-Fault reimbursement.

638. Further, Uchendu attested (or caused the attestation) to the medical necessity of the services that he (or persons under his direction and control) allegedly administered in connection with the treatment and testing of Pacem Psychological Services patients, as well as the validity of the charges submitted to Allstate for such services.

639. At all relevant times, Uchendu, as a duly licensed psychologist, was legally and ethically obligated to act honestly and with integrity, and also was legally and ethically obligated to act in accordance with all other aspects of his oath as a licensed healthcare professional.

640. At all relevant times, Uchendu and Rose actively concealed from Allstate facts regarding Pacem Psychological Services' true ownership and control to prevent Allstate from

discovering that Pacem Psychological Services was unlawfully incorporated, operated, and controlled by non-physicians, and therefore ineligible to seek or collect No-Fault benefit payments.

641. Many of these facts—particularly (a) Rose’s involvement in the direction and control of the treatment of Pacem Psychological Services’ patients, and (b) Pacem Psychological Services’ unlawful sharing of professional fees and profits with Rose—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.

642. 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.

643. Thus, every time that Uchendu and Rose (along with those individuals working under their control) caused Pacem Psychological Services to submit No-Fault reimbursement demands to Allstate, Uchendu and Rose (and those individuals working under their control) necessarily certified that Pacem Psychological Services was, in all respects, eligible to be reimbursed under New York’s No-Fault Laws.

644. The full extent of Uchendu’s and Rose’s fraudulent and unlawful acts relative to their control over the Pacem Psychological Services enterprise—including (a) Rose’s involvement in the direction and control of the treatment and testing of Pacem Psychological Services’ patients, (b) Rose’s participation in the operation and control of Pacem Psychological Services, and (c) the unlawful channeling of Pacem Psychological Services’ professional fees and profits to Rose through sham agreements and transactions arranged and consummated between Pacem

Psychological Services and Rose—was not, and could not have been, known to Allstate until shortly before it filed this Complaint.

I. FRAUDULENT CONCEALMENT – QI LIN ACUPUNCTURE, P.C. ENTERPRISE

645. In furtherance of this scheme, Lin was induced to register himself with the State of New York as Qi Lin Acupuncture’s sole officer, director, and/or shareholder.

646. The documents created and filed with the State of New York related to Qi Lin Acupuncture deliberately omitted any reference to Rose’s involvement with or control over Lin or Qi Lin Acupuncture.

647. The documents created and filed with the State of New York related to Qi Lin Acupuncture gave no indication to Allstate or the general public that Rose in any way maintained a controlling interest in Qi Lin Acupuncture, or in any way participated in the operation, management, and control of Qi Lin Acupuncture.

648. Based on representations contained within the four corners of the documents filed with the State of New York on behalf of Qi Lin Acupuncture, Allstate—even acting with reasonable diligence—could not possibly have discovered the nature and extent of Rose’s control over Lin and Qi Lin Acupuncture.

649. Rose’s purposeful concealment of his controlling interest in Qi Lin Acupuncture—including Rose’s control over Qi Lin Acupuncture’s professional fees, profits, and company finances, and Rose’s participation in the operation, management, and control of Qi Lin Acupuncture—allowed Rose to unlawfully control Qi Lin Acupuncture undetected.

650. At all relevant times during the operation of the Qi Lin Acupuncture enterprise, to induce Allstate to pay promptly charges for healthcare services purportedly provided to patients who received treatment through Qi Lin Acupuncture, Lin and Rose caused Qi Lin Acupuncture to

falsely certify that it was, in all respects, eligible to be reimbursed under New York's No-Fault laws.

651. To further induce Allstate to pay promptly charges for healthcare services purportedly provided to patients who received treatment through Qi Lin Acupuncture and to further conceal the nature of or the lack of justification for these healthcare services, or that the healthcare services were never rendered at all, Rose created, altered, and/or fabricated (or caused the creation, alteration, and/or fabrication of) false and fraudulent treatment records that were submitted to Allstate in support of Qi Lin Acupuncture's claims for No-Fault reimbursement.

652. Further, Lin attested (or caused the attestation) to the medical necessity of the services that he (or persons under his direction and control) allegedly administered in connection with the treatment and testing of Qi Lin Acupuncture patients, as well as the validity of the charges submitted to Allstate for such services.

653. At all relevant times, Lin, as a duly licensed acupuncturist, was legally and ethically obligated to act honestly and with integrity, and also was legally and ethically obligated to act in accordance with all other aspects of her oath as a licensed healthcare professional.

654. At all relevant times, Lin and Rose actively concealed from Allstate facts regarding Qi Lin Acupuncture's true ownership and control to prevent Allstate from discovering that Qi Lin Acupuncture was unlawfully incorporated, operated, and controlled by non-physicians, and therefore ineligible to seek or collect No-Fault benefit payments.

655. Many of these facts—particularly (a) Rose's involvement in the direction and control of the treatment of Qi Lin Acupuncture's patients, and (b) Qi Lin Acupuncture's unlawful sharing of professional fees and profits with Rose—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.

656. 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.

657. Thus, every time that Lin and Rose (along with those individuals working under their control) caused Qi Lin Acupuncture to submit No-Fault reimbursement demands to Allstate, Lin and Rose (and those individuals working under their control) necessarily certified that Qi Lin Acupuncture was, in all respects, eligible to be reimbursed under New York's No-Fault Laws.

658. The full extent of Lin's and Rose's fraudulent and unlawful acts relative to their control over the Qi Lin Acupuncture enterprise—including (a) Rose's involvement in the direction and control of the treatment and testing of Qi Lin Acupuncture's patients, (b) Rose's participation in the operation and control of Qi Lin Acupuncture, and (c) the unlawful channeling of Qi Lin Acupuncture's professional fees and profits to Rose through sham agreements and transactions arranged and consummated between Qi Lin Acupuncture and Rose—was not, and could not have been, known to Allstate until shortly before it filed this Complaint.

J. FRAUDULENT CONCEALMENT – YE'S ACUPUNCTURE, P.C. ENTERPRISE

659. In furtherance of this scheme, Ye was induced to register himself with the State of New York as Ye's Acupuncture's sole officer, director, and/or shareholder.

660. The documents created and filed with the State of New York related to Ye's Acupuncture deliberately omitted any reference to Rose's involvement with or control over Ye or Ye's Acupuncture.

661. The documents created and filed with the State of New York related to Ye's Acupuncture gave no indication to Allstate or the general public that Rose in any way maintained a controlling interest in Ye's Acupuncture, or in any way participated in the operation, management, and control of Ye's Acupuncture.

662. Based on representations contained within the four corners of the documents filed with the State of New York on behalf of Ye's Acupuncture, Allstate—even acting with reasonable diligence—could not possibly have discovered the nature and extent of Rose's control over Ye and Ye's Acupuncture.

663. Rose's purposeful concealment of his controlling interest in Ye's Acupuncture—including Rose's control over Ye's Acupuncture's professional fees, profits, and company finances, and Rose's participation in the operation, management, and control of Ye's Acupuncture—allowed Rose to unlawfully control Ye's Acupuncture undetected.

664. At all relevant times during the operation of the Ye's Acupuncture enterprise, to induce Allstate to pay promptly charges for healthcare services purportedly provided to patients who received treatment through Ye's Acupuncture, Ye and Rose caused Ye's Acupuncture to falsely certify that it was, in all respects, eligible to be reimbursed under New York's No-Fault laws.

665. To further induce Allstate to pay promptly charges for healthcare services purportedly provided to patients who received treatment through Ye's Acupuncture and to further conceal the nature of or the lack of justification for these healthcare services, or that the healthcare services were never rendered at all, Rose created, altered, and/or fabricated (or caused the creation, alteration, and/or fabrication of) false and fraudulent treatment records that were submitted to Allstate in support of Ye's Acupuncture's claims for No-Fault reimbursement.

666. Further, Ye attested (or caused the attestation) to the medical necessity of the services that he (or persons under his direction and control) allegedly administered in connection with the treatment and testing of Ye's Acupuncture patients, as well as the validity of the charges submitted to Allstate for such services.

667. At all relevant times, Ye, as a duly licensed acupuncturist, was legally and ethically obligated to act honestly and with integrity, and also was legally and ethically obligated to act in accordance with all other aspects of his oath as a licensed healthcare professional.

668. At all relevant times, Ye and Rose actively concealed from Allstate facts regarding Ye's Acupuncture's true ownership and control to prevent Allstate from discovering that Ye's Acupuncture was unlawfully incorporated, operated, and controlled by non-physicians, and therefore ineligible to seek or collect No-Fault benefit payments.

669. Many of these facts—particularly (a) Rose's involvement in the direction and control of the treatment of Ye's Acupuncture's patients, and (b) Ye's Acupuncture's unlawful sharing of professional fees and profits with Rose—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.

670. 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.

671. Thus, every time that Ye and Rose (along with those individuals working under their control) caused Ye's Acupuncture to submit No-Fault reimbursement demands to Allstate,

Ye and Rose (and those individuals working under their control) necessarily certified that Ye's Acupuncture was, in all respects, eligible to be reimbursed under New York's No-Fault Laws.

672. The full extent of Ye's and Rose's fraudulent and unlawful acts relative to their control over the Ye's Acupuncture enterprise—including (a) Rose's involvement in the direction and control of the treatment and testing of Ye's Acupuncture's patients, (b) Rose's participation in the operation and control of Ye's Acupuncture, and (c) the unlawful channeling of Ye's Acupuncture's professional fees and profits to Rose through sham agreements and transactions arranged and consummated between Ye's Acupuncture and Rose—was not, and could not have been, known to Allstate until shortly before it filed this Complaint.

K. FRAUDULENT CONCEALMENT – ALTAI CORPORATION D/B/A GET READY MED SUPPLY ENTERPRISE

673. Altai Corporation was purposely caused 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 DME that was purportedly prescribed to Allstate claimants and then dispensed by Altai Corporation according to an unlawful patient referral arrangement.

674. Rose and Kandhorov (along with those individuals working under their control) purposely concealed the unlawful patient referral arrangement and related kickback payments concerning DME items purportedly prescribed by the Merrick Boulevard Facility providers, and then dispensed and charged for by Altai Corporation.

675. Rose and Kandhorov were responsible for devising the unlawful patient referral arrangements with Altai Corporation, causing the Merrick Boulevard Facility providers to prescribe DME to patients, and then demanding and accepting kickback payments in exchange for referring patients' DME prescriptions to Altai Corporation.

676. As alleged above, Rose and Kandhorov (or those persons working under their control) caused Altai Corporation to create and submit to Allstate No-Fault claim reimbursement documents and demands for payment relative to DME that was prescribed and dispensed pursuant to unlawful patient referral arrangements.

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

678. The false, fraudulent, and unlawful acts relating to the unlawful DME prescription referrals and kickback payments are not readily evident within the four corners of the documents submitted to Allstate by Altai Corporation and upon which Allstate relied in adjusting the claims and tendering payment in connection with each discrete patient claim at issue in this matter.

679. 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.

680. Thus, every time that Rose and Kandhorov (along with those individuals working under their control) caused Altai Corporation to submit No-Fault reimbursement demands to Allstate, Rose and Kandhorov (and those individuals working under their control) caused Altai Corporation to represent that it was eligible to be reimbursed under New York's No-Fault laws for the services at issue.

681. The full extent of Rose's and Kandhorov's fraudulent and unlawful acts relative to their participation in the Altai Corporation enterprise was not, and could not have been, known to Allstate until shortly before it commenced this action.

L. FRAUDULENT CONCEALMENT – ASPIRE MEDICAL SUPPLIES, LLC ENTERPRISE

682. Aspire Medical Supplies was purposely caused 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 DME that was purportedly prescribed to Allstate claimants and then dispensed by Aspire Medical Supplies according to an unlawful patient referral arrangement.

683. Rose and McLeod (along with those individuals working under their control) purposely concealed the unlawful patient referral arrangement and related kickback payments concerning DME items purportedly prescribed by the Merrick Boulevard Facility providers, and then dispensed and charged for by Aspire Medical Supplies.

684. Rose and McLeod were responsible for devising the unlawful patient referral arrangements with Aspire Medical Supplies, causing the Merrick Boulevard Facility providers to prescribe DME to patients, and then demanding and accepting kickback payments in exchange for referring patients’ DME prescriptions to Aspire Medical Supplies.

685. As alleged above, Rose and McLeod (or those persons working under their control) caused Aspire Medical Supplies to create and submit to Allstate No-Fault claim reimbursement documents and demands for payment relative to DME that was prescribed and dispensed pursuant to unlawful patient referral arrangements.

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

687. The false, fraudulent, and unlawful acts relating to the unlawful DME prescription referrals and kickback payments are not readily evident within the four corners of the documents submitted to Allstate by Aspire Medical Supplies and upon which Allstate relied in adjusting the claims and tendering payment in connection with each discrete patient claim at issue in this matter.

688. 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.

689. Thus, every time that Rose and McLeod (along with those individuals working under their control) caused Aspire Medical Supplies to submit No-Fault reimbursement demands to Allstate, Rose and McLeod (and those individuals working under their control) caused Aspire Medical Supplies to represent that it was eligible to be reimbursed under New York's No-Fault laws for the services at issue.

690. The full extent of Rose's and McLeod's fraudulent and unlawful acts relative to their participation in the Aspire Medical Supplies enterprise was not, and could not have been, known to Allstate until shortly before it commenced this action.

VIII. ALLSTATE'S JUSTIFIABLE RELIANCE

691. Each claim submitted to Allstate by (or on behalf of) to Rose Chiropractic Health & Wellness, Ace Emergent Medical Care, Ahm Physical Therapy, Smart Inspire Physical Therapy, Balanced Rock PT, Dana Care Physical Therapy, Opus Psychological Services, Pacem Psychological Services, Qi Lin Acupuncture, Ye's Acupuncture, Altai Corporation, and Aspire Medical Supplies was verified pursuant to Insurance Law § 403.

692. At all relevant times, Rose, Bannerman, Mostafa, Kulis, Hong, Uchendu, Lin, and Ye, 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.

693. To induce Allstate to promptly pay Rose Chiropractic Health & Wellness', Ace Emergent Medical Care's, Ahm Physical Therapy's, Smart Inspire Physical Therapy, P.C.'s Balanced Rock PT's, Dana Care Physical Therapy, Opus Psychological Services', Pacem

Psychological Services', Qi Lin Acupuncture's, Ye's Acupuncture's, Altai Corporation's, and Aspire Medical Supplies' invoices, the defendants submitted (or caused to be submitted) to Allstate NF-3 forms or CMS-1500 forms certifying that Rose Chiropractic Health & Wellness, Ace Emergent Medical Care, Ahm Physical Therapy, Smart Inspire Physical Therapy, Balanced Rock PT, Dana Care Physical Therapy, Opus Psychological Services, Pacem Psychological Services, Qi Lin Acupuncture, Ye's Acupuncture, Altai Corporation, and Aspire Medical Supplies were eligible to be reimbursed under New York's No-Fault laws.

694. Further, to induce Allstate to promptly pay the non-compensable charges for the professional healthcare services purportedly provided to patients of Rose Chiropractic Health & Wellness, Ace Emergent Medical Care, Ahm Physical Therapy, Smart Inspire Physical Therapy, Balanced Rock PT, Dana Care Physical Therapy, Opus Psychological Services, Pacem Psychological Services, Qi Lin Acupuncture, Ye's Acupuncture, Altai Corporation, and Aspire Medical Supplies, the defendants hired attorneys and law firms to pursue collection of the fraudulent and/or otherwise non-compensable charges from Allstate. These attorneys and law firms routinely file time-consuming and expensive lawsuits and arbitration matters against Allstate in the event that Rose Chiropractic Health & Wellness', Ace Emergent Medical Care's, Ahm Physical Therapy's, Smart Inspire Physical Therapy's, Balanced Rock PT's, Dana Care Physical Therapy's, Opus Psychological Services', Pacem Psychological Services', Qi Lin Acupuncture's, Ye's Acupuncture's, Altai Corporation's, and Aspire Medical Supplies' invoices are not promptly paid in full.

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

696. At all relevant times, as alleged above, the defendants concealed from Allstate the truth regarding Rose Chiropractic Health & Wellness', Ace Emergent Medical Care's, Ahm Physical Therapy's, Smart Inspire Physical Therapy's, Balanced Rock PT's, Dana Care Physical Therapy's, Opus Psychological Services', Pacem Psychological Services', Qi Lin Acupuncture's, Ye's Acupuncture's, Altai Corporation's, and Aspire Medical Supplies' reimbursement eligibility under New York law.

697. Acting in reasonable reliance on these misrepresentations, Allstate paid money to Rose Chiropractic Health & Wellness, Ace Emergent Medical Care, Ahm Physical Therapy, Smart Inspire Physical Therapy, Balanced Rock PT, Dana Care Physical Therapy, Opus Psychological Services, Pacem Psychological Services, Qi Lin Acupuncture, Ye's Acupuncture, Altai Corporation, and Aspire Medical Supplies to its detriment.

698. Allstate would not have made any of these payments to these entities had the defendants provided true and accurate information about Rose Chiropractic Health & Wellness', Ace Emergent Medical Care's, Ahm Physical Therapy's, Smart Inspire Physical Therapy's, Balanced Rock PT's, Dana Care Physical Therapy's, Opus Psychological Services', Pacem Psychological Services', Qi Lin Acupuncture's, Ye's Acupuncture's, Altai Corporation's, and Aspire Medical Supplies' reimbursement eligibility under New York law, including the operation of these entities and the fact and necessity of the services provided.

699. 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.

700. 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

701. 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 Rose Chiropractic Health & Wellness Ace Emergent Medical Care, Ahm Physical Therapy, Smart Inspire Physical Therapy, Balanced Rock PT, Dana Care Physical Therapy, Opus Psychological Services, Pacem Psychological Services, Qi Lin Acupuncture, and Ye's Acupuncture 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 Rose Chiropractic Health & Wellness, P.C. in connection with first-party claims in excess of \$310,685.95, the exact amount to be determined at trial. The chart at Exhibit 14 and incorporated herein as if set forth in its entirety, identifies Allstate's payments to Rose Chiropractic Health & Wellness, P.C. in connection with first-party claims determined to be fraudulent and not compensable as of the filing of this Complaint.

(b) Payments made to Ace Emergent Medical Care, P.C. in connection with first-party claims in excess of \$212,278.47, the exact amount to be determined at trial. The chart at Exhibit 15 and incorporated herein as if set forth in its entirety, identifies Allstate's payments to Ace

Emergent Medical Care, P.C. in connection with first-party claims determined to be fraudulent and not compensable as of the filing of this Complaint.

(c) Payments made to Ahm Physical Therapy, P.C. in connection with first-party claims in excess of \$32,570.58, the exact amount to be determined at trial. The chart at Exhibit 16 and incorporated herein as if set forth in its entirety, identifies Allstate's payments to Ahm Physical Therapy, P.C. in connection with first-party claims determined to be fraudulent and not compensable as of the filing of this Complaint.

(d) Payments made to Smart Inspire Physical Therapy, P.C. in connection with first-party claims in excess of \$137,194.68, the exact amount to be determined at trial. The chart at Exhibit 17 and incorporated herein as if set forth in its entirety, identifies Allstate's payments to Smart Inspire Physical Therapy, P.C. in connection with first-party claims determined to be fraudulent and not compensable as of the filing of this Complaint.

(e) Payments made to Balanced Rock PT, P.C. in connection with first-party claims in excess of \$41,496.59, the exact amount to be determined at trial. The chart at Exhibit 18 and incorporated herein as if set forth in its entirety, identifies Allstate's payments to Balanced Rock PT, P.C. in connection with first-party claims determined to be fraudulent and not compensable as of the filing of this Complaint.

(f) Payments made to Dana Care Physical Therapy, P.C. in connection with first-party claims in excess of \$86,339.04, the exact amount to be determined at trial. The chart at Exhibit 19 and incorporated herein as if set forth in its entirety, identifies Allstate's payments to Dana Care Physical Therapy, P.C. in connection with first-party claims determined to be fraudulent and not compensable as of the filing of this Complaint.

(g) Payments made to Opus Psychological Services, P.C. in connection with first-party claims in excess of \$288,358.61, the exact amount to be determined at trial. The chart at Exhibit 20 and incorporated herein as if set forth in its entirety, identifies Allstate's payments to Opus Psychological Services, P.C. in connection with first-party claims determined to be fraudulent and not compensable as of the filing of this Complaint.

(h) Payments made to Pacem Psychological Services, P.C. in connection with first-party claims in excess of \$197,929.93, the exact amount to be determined at trial. The chart at Exhibit 21 and incorporated herein as if set forth in its entirety, identifies Allstate's payments to Pacem Psychological Services, P.C. in connection with first-party claims determined to be fraudulent and not compensable as of the filing of this Complaint.

(i) Payments made to Qi Lin Acupuncture, P.C. in connection with first-party claims in excess of \$101,765.42, the exact amount to be determined at trial. The chart at Exhibit 22 and incorporated herein as if set forth in its entirety, identifies Allstate's payments to Qi Lin Acupuncture, P.C. in connection with first-party claims determined to be fraudulent and not compensable as of the filing of this Complaint.

(j) Payments made to Ye's Acupuncture, P.C. in connection with first-party claims in excess of \$60,889.52, the exact amount to be determined at trial. The chart at Exhibit 23 and incorporated herein as if set forth in its entirety, identifies Allstate's payments to Ye's Acupuncture, P.C. in connection with first-party claims determined to be fraudulent and not compensable as of the filing of this Complaint.

(k) Payments made to Altai Corporation d/b/a Get Ready Med Supply in connection with first-party claims in excess of \$75,791.36, the exact amount to be determined at trial. The chart at Exhibit 24 and incorporated herein as if set forth in its entirety, identifies Allstate's

payments to Altai Corporation d/b/a Get Ready Med Supply in connection with first-party claims determined to be fraudulent and not compensable as of the filing of this Complaint.

(l) Payments made to Aspire Medical Supplies, LLC in connection with first-party claims in excess of \$16,026.18, the exact amount to be determined at trial. The chart at Exhibit 25 and incorporated herein as if set forth in its entirety, identifies Allstate's payments to Aspire Medical Supplies, LLC in connection with first-party claims determined to be 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)

ROSE CHIROPRACTIC HEALTH & WELLNESS, P.C. ENTERPRISE

(Against Roland Rose, D.C., Christian Bannerman, M.D., Ace Emergent Medical Care, P.C., Amr Hussein Mostafa, P.T., Ahm Physical Therapy, P.C., Smart Inspire Physical Therapy, P.C., Joanna Kulis, P.T., Balanced Rock PT, P.C., Sun Il Hong, P.T., Dana Care Physical Therapy, P.C., Cajetan Uchendu, PsyD, Opus Psychological Services, P.C., Pacem Psychological Services, P.C., Le-Zhi Lin, L.Ac., Qi Lin Acupuncture, P.C., Rui Chun Ye, L.Ac., Ye's Acupuncture, P.C., Ariel Kandhorov, Altai Corporation d/b/a Get Ready Med Supply, Nichole McLeod, Aspire Medical Supplies, LLC, and Zen Property Management, LLC)

702. Allstate re-alleges, re-pleads, and incorporates by reference the allegations set forth in paragraphs 1-701 as if set forth fully herein.

703. Rose Chiropractic Health & Wellness, P.C. ("Rose Chiropractic Health & Wellness") constitutes an enterprise, as defined in 18 U.S.C. § 1961(4), engaged in, and the activities of which affect, interstate commerce.

704. In connection with the operation and management of the Rose Chiropractic Health & Wellness enterprise and with each of the claims identified in the plaintiffs' Complaint, Defendants Roland Rose, D.C, Christian Bannerman, M.D., Ace Emergent Medical Care, P.C., Amr Hussein Mostafa, P.T., Ahm Physical Therapy, P.C., Smart Inspire Physical Therapy, P.C.,

Joanna Kulis, P.T., Balanced Rock PT, P.C., Sungil Hong, P.T., Dana Care Physical Therapy, P.C., Cajetan Uchendu, PsyD, Opus Psychological Services, P.C., Pacem Psychological Services, P.C., Le-Zhi Lin, L.Ac., Qi Lin Acupuncture, P.C., Rui Chun Ye, L.Ac., Ye's Acupuncture, P.C., Ariel Kandhorov, Altai Corporation d/b/a Get Ready Med Supply, Nichole McLeod, Aspire Medical Supplies, LLC, and Zen Property Management, LLC (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 Rose Chiropractic Health & Wellness' business, or should have reasonably foreseen that the mailing of such false medical documentation by Rose Chiropractic Health & Wellness would occur, in furtherance of their scheme to defraud.

705. The Count I Defendants knew, or should have foreseen two or more mailings to demand and/or receive payment on certain dates, including, but not limited to, those dates identified in the chart at Exhibit 2.

706. 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.

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

708. Payments made by Allstate to Rose Chiropractic Health & Wellness traveled through the U.S. Mail.

709. 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 Rose Chiropractic Health & Wellness—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.

710. As a result of, and in reasonable reliance upon these misleading documents and misrepresentations, Allstate, by its agents and employees, issued payments to Rose Chiropractic Health & Wellness for the benefit of the Count I Defendants that would not otherwise have been made.

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

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

713. 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).

714. The Count I Defendants participated in the conduct of the Rose Chiropractic Health & Wellness enterprise through a pattern of racketeering activities.

715. The unlawful activities and other misconduct alleged in this Complaint had the direct effect of causing funds to be transferred from Allstate to Rose Chiropractic Health & Wellness for the benefit of the Count I Defendants.

716. 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.

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

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

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

720. 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 them, 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)

ROSE CHIROPRACTIC HEALTH & WELLNESS, P.C. ENTERPRISE

(Against Roland Rose, D.C., Christian Bannerman, M.D., Ace Emergent Medical Care, P.C., Amr Hussein Mostafa, P.T., Ahm Physical Therapy, P.C., Smart Inspire Physical Therapy, P.C., Joanna Kulis, P.T., Balanced Rock PT, P.C., Sun Il Hong, P.T., Dana Care Physical Therapy, P.C., Cajetan Uchendu, PsyD, Opus Psychological Services, P.C., Pacem Psychological Services, P.C., Le-Zhi Lin, L.Ac., Qi Lin Acupuncture, P.C., Rui Chun Ye, L.Ac., Ye's Acupuncture, P.C., Ariel Kandhorov, Altai Corporation d/b/a Get Ready Med Supply, Nichole McLeod, Aspire Medical Supplies, LLC, and Zen Property Management, LLC)

721. Allstate re-alleges, re-pleads, and incorporates by reference the allegations set forth in paragraphs 1-701 as if set forth fully herein.

722. Defendants Roland Rose, D.C, Christian Bannerman, M.D., Ace Emergent Medical Care, P.C., Amr Hussein Mostafa, P.T., Ahm Physical Therapy, P.C., Smart Inspire Physical Therapy, P.C., Joanna Kulis, P.T., Balanced Rock PT, P.C., Sungil Hong, P.T., Dana Care Physical Therapy, P.C., Cajetan Uchendu, PsyD, Opus Psychological Services, P.C., Pacem Psychological Services, P.C., Le-Zhi Lin, L.Ac., Qi Lin Acupuncture, P.C., Rui Chun Ye, L.Ac., Ye's

Acupuncture, P.C., Ariel Kandhorov, Altai Corporation d/b/a Get Ready Med Supply, Nichole McLeod, Aspire Medical Supplies, LLC, and Zen Property Management, LLC (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 Rose Chiropractic Health & Wellness, P.C. (“Rose Chiropractic Health & Wellness”).

723. The Count II Defendants each agreed to further, facilitate, support, and operate the Rose Chiropractic Health & Wellness enterprise.

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

725. The purpose of the conspiracy was to obtain payments, including No-Fault benefit payments, from Allstate for healthcare services provided to patients through Rose Chiropractic Health & Wellness even though Rose Chiropractic Health & Wellness was not eligible to collect such payments from Allstate because of the unlawful conduct engaged in by the Count II Defendants.

726. 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.

727. 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) Rose Chiropractic as a result of the Count II Defendants’ unlawful conduct described herein.

728. 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)
ACE EMERGENT MEDICAL CARE, P.C. ENTERPRISE
(Against Roland Rose, D.C., Rose Chiropractic Health & Wellness, P.C.,
Christian Bannerman, M.D., and Zen Property Management, LLC)

729. Allstate re-alleges, re-pleads, and incorporates by reference the allegations set forth in paragraphs 1-701 as if set forth fully herein.

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

731. In connection with the operation and management of the Ace Emergent Medical Care enterprise and with each of the claims identified in the plaintiffs' Complaint, Defendants Roland Rose, D.C, Rose Chiropractic Health & Wellness, P.C., Christian Bannerman, M.D., and Zen Property Management, LLC (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 Ace Emergent Medical Care's business, or should have reasonably foreseen that the mailing of such false medical documentation by Ace Emergent Medical Care would occur, in furtherance of their scheme to defraud.

732. The Count III Defendants knew, or should have foreseen two or more mailings to demand and/or receive payment on certain dates, including, but not limited to, those dates identified in the chart at Exhibit 3.

733. 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.

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

735. Payments made by Allstate to Ace Emergent Medical Care traveled through the U.S. Mail.

736. 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 Ace Emergent Medical Care—payments that the Count III 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.

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

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

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

740. 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).

741. The Count III Defendants participated in the conduct of the Ace Emergent Medical Care enterprise through a pattern of racketeering activities.

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

743. 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.

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

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

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

747. 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 them, 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)
ACE EMERGENT MEDICAL CARE, P.C. ENTERPRISE
(Against Roland Rose, D.C., Rose Chiropractic Health & Wellness, P.C.,
Christian Bannerman, M.D., and Zen Property Management, LLC)

748. Allstate re-alleges, re-pleads, and incorporates by reference the allegations set forth in paragraphs 1-701 as if set forth fully herein.

749. Defendants Roland Rose, D.C, Rose Chiropractic Health & Wellness, P.C., Christian Bannerman, M.D., and Zen Property Management, LLC (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 Ace Emergent Medical Care, P.C. (“Ace Emergent Medical Care”).

750. The Count IV Defendants each agreed to further, facilitate, support, and operate the Ace Emergent Medical Care enterprise.

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

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

753. 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.

754. 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) Ace Emergent Medical Care as a result of the Count IV Defendants' unlawful conduct described herein.

755. 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)
AHM PHYSICAL THERAPY, P.C. ENTERPRISE
(Against Roland Rose, D.C., Rose Chiropractic Health & Wellness, P.C.,
Christian Bannerman, M.D., Ace Emergent Medical Care, P.C.,
Amr Hussein Mostafa, P.T., and Zen Property Management, LLC)

756. Allstate re-alleges, re-pleads, and incorporates by reference the allegations set forth in paragraphs 1-701 as if set forth fully herein.

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

758. In connection with the operation and management of the Ahm Physical Therapy enterprise and with each of the claims identified in the plaintiffs' Complaint, Defendants Roland Rose, D.C, Rose Chiropractic Health & Wellness, P.C., Christian Bannerman, M.D., Ace Emergent Medical Care, P.C., Amr Hussein Mostafa, P.T., and Zen Property Management, LLC (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 Ahm Physical Therapy's business, or should have reasonably foreseen that the mailing of such false medical documentation by Ahm Physical Therapy would occur, in furtherance of their scheme to defraud.

759. The Count V Defendants knew, or should have foreseen two or more mailings to demand and/or receive payment on certain dates, including, but not limited to, those dates identified in the chart at Exhibit 4.

760. 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.

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

762. Payments made by Allstate to Ahm Physical Therapy traveled through the U.S. Mail.

763. 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 Ahm Physical Therapy—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.

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

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

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

767. 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).

768. The Count V Defendants participated in the conduct of the Ahm Physical Therapy enterprise through a pattern of racketeering activities.

769. The unlawful activities and other misconduct alleged in this Complaint had the direct effect of causing funds to be transferred from Allstate to Ahm Physical Therapy for the benefit of the Count V Defendants.

770. 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.

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

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

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

774. 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 them, 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)
AHM PHYSICAL THERAPY, P.C. ENTERPRISE
(Against Roland Rose, D.C., Rose Chiropractic Health & Wellness, P.C.,
Christian Bannerman, M.D., Ace Emergent Medical Care, P.C.,
Amr Hussein Mostafa, P.T., and Zen Property Management, LLC)

775. Allstate re-alleges, re-pleads, and incorporates by reference the allegations set forth in paragraphs 1-701 as if set forth fully herein.

776. Defendants Roland Rose, D.C, Rose Chiropractic Health & Wellness, P.C., Christian Bannerman, M.D., Ace Emergent Medical Care, P.C., Amr Hussein Mostafa, P.T., and Zen Property Management, LLC (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 Ahm Physical Therapy, P.C. (“Ahm Physical Therapy”).

777. The Count VI Defendants each agreed to further, facilitate, support, and operate the Ahm Physical Therapy enterprise.

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

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

780. 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.

781. 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) Ahm Physical Therapy as a result of the Count VI Defendants' unlawful conduct described herein.

782. 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
VIOLATIONS OF 18 U.S.C. § 1962(c)
SMART INSPIRE PHYSICAL THERAPY, P.C. ENTERPRISE
(Against Roland Rose, D.C., Rose Chiropractic Health & Wellness, P.C.,
Christian Bannerman, M.D., Ace Emergent Medical Care, P.C.,
Amr Hussein Mostafa, P.T., and Zen Property Management, LLC)

783. Allstate re-alleges, re-pleads, and incorporates by reference the allegations set forth in paragraphs 1-701 as if set forth fully herein.

784. Smart Inspire Physical Therapy, P.C. ("Smart Inspire Physical Therapy") constitutes an enterprise, as defined in 18 U.S.C. § 1961(4), engaged in, and the activities of which affect, interstate commerce.

785. In connection with the operation and management of the Smart Inspire Physical Therapy enterprise and with each of the claims identified in the plaintiffs' Complaint, Defendants Roland Rose, D.C, Rose Chiropractic Health & Wellness, P.C., Christian Bannerman, M.D., Ace Emergent Medical Care, P.C., Amr Hussein Mostafa, P.T., and Zen Property Management, LLC (collectively, "Count VII 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 Smart Inspire Physical Therapy's business, or should have reasonably foreseen that the mailing of such false medical

documentation by Smart Inspire Physical Therapy would occur, in furtherance of their scheme to defraud.

786. The Count VII Defendants knew, or should have foreseen two or more mailings to demand and/or receive payment on certain dates, including, but not limited to, those dates identified in the chart at Exhibit 5.

787. 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.

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

789. Payments made by Allstate to Smart Inspire Physical Therapy traveled through the U.S. Mail.

790. As documented above, the Count VII 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 Smart Inspire Physical Therapy—payments that the Count VII 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.

791. As a result of, and in reasonable reliance upon these misleading documents and misrepresentations, Allstate, by its agents and employees, issued payments to Smart Inspire Physical Therapy for the benefit of the Count VII Defendants that would not otherwise have been made.

792. The Count VII Defendants' pattern of fraudulent claims, each of which appeared legitimate on its face, also prevented Allstate from discovering the fraudulent scheme for a long

period of time, thus enabling the Count VII Defendants to continue their unlawful scheme without being detected.

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

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

795. The Count VII Defendants participated in the conduct of the Smart Inspire Physical Therapy enterprise through a pattern of racketeering activities.

796. The unlawful activities and other misconduct alleged in this Complaint had the direct effect of causing funds to be transferred from Allstate to Smart Inspire Physical Therapy for the benefit of the Count VII Defendants.

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

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

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

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

801. By virtue of the Count VII 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 them, and others acting in concert with them, together with the costs of suit, including reasonable attorney's fees.

COUNT VIII
VIOLATIONS OF 18 U.S.C. § 1962(d)
SMART INSPIRE PHYSICAL THERAPY, P.C. ENTERPRISE
(Against Roland Rose, D.C., Rose Chiropractic Health & Wellness, P.C.,
Christian Bannerman, M.D., Ace Emergent Medical Care, P.C.,
Amr Hussein Mostafa, P.T., and Zen Property Management, LLC)

802. Allstate re-alleges, re-pleads, and incorporates by reference the allegations set forth in paragraphs 1-701 as if set forth fully herein.

803. Defendants Roland Rose, D.C, Rose Chiropractic Health & Wellness, P.C., Christian Bannerman, M.D., Ace Emergent Medical Care, P.C., Amr Hussein Mostafa, P.T., and Zen Property Management, LLC (collectively, "Count VIII Defendants") willfully conspired with one another to violate 18 U.S.C. § 1962(c) through (or in connection with) the operation of Smart Inspire Physical Therapy, P.C. ("Smart Inspire Physical Therapy").

804. The Count VIII Defendants each agreed to further, facilitate, support, and operate the Smart Inspire Physical Therapy enterprise.

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

806. The purpose of the conspiracy was to obtain payments, including No-Fault benefit payments, from Allstate for healthcare services provided to patients through Smart Inspire Physical Therapy even though Smart Inspire Physical Therapy was not eligible to collect such payments from Allstate because of the unlawful conduct engaged in by the Count VIII Defendants.

807. The Count VIII 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.

808. 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) Smart Inspire Physical Therapy as a result of the Count VIII Defendants' unlawful conduct described herein.

809. By virtue of the Count VIII 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 IX
VIOLATIONS OF 18 U.S.C. § 1962(c)
BALANCED ROCK PT, P.C. ENTERPRISE
(Against Roland Rose, D.C., Rose Chiropractic Health & Wellness, P.C.,
Christian Bannerman, M.D., Ace Emergent Medical Care, P.C.,
Joanna Kulis, P.T., and Zen Property Management, LLC)

810. Allstate re-alleges, re-pleads, and incorporates by reference the allegations set forth in paragraphs 1-701 as if set forth fully herein.

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

812. In connection with the operation and management of the Balanced Rock PT enterprise and with each of the claims identified in the plaintiffs' Complaint, Defendants Roland Rose, D.C, Rose Chiropractic Health & Wellness, P.C., Christian Bannerman, M.D., Ace Emergent Medical Care, P.C., Joanna Kulis, P.T., and Zen Property Management, LLC (collectively, "Count IX 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 Balanced Rock PT's business, or should

have reasonably foreseen that the mailing of such false medical documentation by Balanced Rock PT would occur, in furtherance of their scheme to defraud.

813. The Count IX Defendants knew, or should have foreseen two or more mailings to demand and/or receive payment on certain dates, including, but not limited to, those dates identified in the chart at Exhibit 6.

814. 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.

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

816. Payments made by Allstate to Balanced Rock PT traveled through the U.S. Mail.

817. As documented above, the Count IX 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 Balanced Rock PT—payments that the Count IX 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.

818. As a result of, and in reasonable reliance upon these misleading documents and misrepresentations, Allstate, by its agents and employees, issued payments to Balanced Rock PT for the benefit of the Count IX Defendants that would not otherwise have been made.

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

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

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

822. The Count IX Defendants participated in the conduct of the Balanced Rock PT enterprise through a pattern of racketeering activities.

823. The unlawful activities and other misconduct alleged in this Complaint had the direct effect of causing funds to be transferred from Allstate to Balanced Rock PT for the benefit of the Count IX Defendants.

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

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

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

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

828. By virtue of the Count IX 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 them, and others acting in concert with them, together with the costs of suit, including reasonable attorney’s fees.

COUNT X
VIOLATIONS OF 18 U.S.C. § 1962(d)
BALANCED ROCK PT, P.C. ENTERPRISE
(Against Roland Rose, D.C., Rose Chiropractic Health & Wellness, P.C.,
Christian Bannerman, M.D., Ace Emergent Medical Care, P.C.,
Joanna Kulis, P.T., and Zen Property Management, LLC)

829. Allstate re-alleges, re-pleads, and incorporates by reference the allegations set forth in paragraphs 1-701 as if set forth fully herein.

830. Defendants Roland Rose, D.C, Rose Chiropractic Health & Wellness, P.C., Christian Bannerman, M.D., Ace Emergent Medical Care, P.C., Joanna Kulis, P.T., and Zen Property Management, LLC (collectively, “Count X Defendants”) willfully conspired with one another to violate 18 U.S.C. § 1962(c) through (or in connection with) the operation of Balanced Rock PT, P.C. (“Balanced Rock PT”).

831. The Count X Defendants each agreed to further, facilitate, support, and operate the Balanced Rock PT enterprise.

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

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

834. The Count X 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.

835. 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) Balanced Rock PT as a result of the Count X Defendants' unlawful conduct described herein.

836. By virtue of the Count X 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 XI
VIOLATIONS OF 18 U.S.C. § 1962(c)
DANA CARE PHYSICAL THERAPY, P.C. ENTERPRISE
(Against Roland Rose, D.C., Rose Chiropractic Health & Wellness, P.C.,
Christian Bannerman, M.D., Ace Emergent Medical Care, P.C.,
Sungil Hong, P.T., and Zen Property Management, LLC)

837. Allstate re-alleges, re-pleads, and incorporates by reference the allegations set forth in paragraphs 1-701 as if set forth fully herein.

838. Dana Care Physical Therapy, P.C. ("Dana Care Physical Therapy") constitutes an enterprise, as defined in 18 U.S.C. § 1961(4), engaged in, and the activities of which affect, interstate commerce.

839. In connection with the operation and management of the Dana Care Physical Therapy enterprise and with each of the claims identified in the plaintiffs' Complaint, Defendants Roland Rose, D.C, Rose Chiropractic Health & Wellness, P.C., Christian Bannerman, M.D., Ace Emergent Medical Care, P.C., Sungil Hong, P.T., and Zen Property Management, LLC (collectively, "Count XI 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 Dana Care Physical Therapy's business, or should have reasonably foreseen that the mailing of such false medical documentation by Dana Care Physical Therapy would occur, in furtherance of their scheme to defraud.

840. The Count XI Defendants knew, or should have foreseen two or more mailings to demand and/or receive payment on certain dates, including, but not limited to, those dates identified in the chart at Exhibit 7.

841. 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.

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

843. Payments made by Allstate to Dana Care Physical Therapy traveled through the U.S. Mail.

844. As documented above, the Count XI 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 Dana Care Physical Therapy—payments that the Count XI 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.

845. As a result of, and in reasonable reliance upon these misleading documents and misrepresentations, Allstate, by its agents and employees, issued payments to Dana Care Physical Therapy for the benefit of the Count XI Defendants that would not otherwise have been made.

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

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

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

849. The Count XI Defendants participated in the conduct of the Dana Care Physical Therapy enterprise through a pattern of racketeering activities.

850. The unlawful activities and other misconduct alleged in this Complaint had the direct effect of causing funds to be transferred from Allstate to Dana Care Physical Therapy for the benefit of the Count XI Defendants.

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

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

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

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

855. By virtue of the Count XI 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 them, and others acting in concert with them, together with the costs of suit, including reasonable attorney’s fees.

COUNT XII
VIOLATIONS OF 18 U.S.C. § 1962(d)
DANA CARE PHYSICAL THERAPY, P.C. ENTERPRISE
(Against Roland Rose, D.C., Rose Chiropractic Health & Wellness, P.C.,
Christian Bannerman, M.D., Ace Emergent Medical Care, P.C.,
Sungil Hong, P.T., and Zen Property Management, LLC)

856. Allstate re-alleges, re-pleads, and incorporates by reference the allegations set forth in paragraphs 1-701 as if set forth fully herein.

857. Defendants Roland Rose, D.C, Rose Chiropractic Health & Wellness, P.C., Christian Bannerman, M.D., Ace Emergent Medical Care, P.C., Sungil Hong, P.T., and Zen Property Management, LLC (collectively, “Count XII Defendants”) willfully conspired with one another to violate 18 U.S.C. § 1962(c) through (or in connection with) the operation of Dana Care Physical Therapy, P.C. (“Dana Care Physical Therapy”).

858. The Count XII Defendants each agreed to further, facilitate, support, and operate the Dana Care Physical Therapy enterprise.

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

860. The purpose of the conspiracy was to obtain payments, including No-Fault benefit payments, from Allstate for healthcare services provided to patients through Dana Care Physical Therapy even though Dana Care Physical Therapy was not eligible to collect such payments from Allstate because of the unlawful conduct engaged in by the Count XII Defendants.

861. The Count XII 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.

862. 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) Dana Care Physical Therapy as a result of the Count XII Defendants' unlawful conduct described herein.

863. By virtue of the Count XII 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 XIII
VIOLATIONS OF 18 U.S.C. § 1962(c)
OPUS PSYCHOLOGICAL SERVICES, P.C. ENTERPRISE
(Against Roland Rose, D.C., Rose Chiropractic Health & Wellness, P.C.,
Cajetan Uchendu, PsyD, and Zen Property Management, LLC)

864. Allstate re-alleges, re-pleads, and incorporates by reference the allegations set forth in paragraphs 1-701 as if set forth fully herein.

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

866. In connection with the operation and management of the Opus Psychological Services enterprise and with each of the claims identified in the plaintiffs' Complaint, Defendants Roland Rose, D.C, Rose Chiropractic Health & Wellness, P.C., Cajetan Uchendu, PsyD, and Zen Property Management, LLC (collectively, "Count XIII 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 Opus Psychological Services' business, or should have reasonably foreseen that the mailing of such false medical documentation by Opus Psychological Services would occur, in furtherance of their scheme to defraud.

867. The Count XIII Defendants knew, or should have foreseen two or more mailings to demand and/or receive payment on certain dates, including, but not limited to, those dates identified in the chart at Exhibit 8.

868. 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.

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

870. Payments made by Allstate to Opus Psychological Services traveled through the U.S. Mail.

871. As documented above, the Count XIII 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 Opus Psychological Services—payments that the Count XIII 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.

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

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

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

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

876. The Count XIII Defendants participated in the conduct of the Opus Psychological Services enterprise through a pattern of racketeering activities.

877. The unlawful activities and other misconduct alleged in this Complaint had the direct effect of causing funds to be transferred from Allstate to Opus Psychological Services for the benefit of the Count XIII Defendants.

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

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

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

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

882. By virtue of the Count XIII 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 them, and others acting in concert with them, together with the costs of suit, including reasonable attorney’s fees.

COUNT XIV
VIOLATIONS OF 18 U.S.C. § 1962(d)
OPUS PSYCHOLOGICAL SERVICES, P.C. ENTERPRISE
(Against Roland Rose, D.C., Rose Chiropractic Health & Wellness, P.C.,
Cajetan Uchendu, PsyD, and Zen Property Management, LLC)

883. Allstate re-alleges, re-pleads, and incorporates by reference the allegations set forth in paragraphs 1-701 as if set forth fully herein.

884. Defendants Roland Rose, D.C, Rose Chiropractic Health & Wellness, P.C., Cajetan Uchendu, PsyD, and Zen Property Management, LLC (collectively, “Count XIV Defendants”) willfully conspired with one another to violate 18 U.S.C. § 1962(c) through (or in connection with) the operation of Opus Psychological Services, P.C. (“Opus Psychological Services”).

885. The Count XIV Defendants each agreed to further, facilitate, support, and operate the Opus Psychological Services enterprise.

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

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

888. The Count XIV 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.

889. 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) Opus Psychological Services as a result of the Count XIV Defendants’ unlawful conduct described herein.

890. By virtue of the Count XIV 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 XV
VIOLATIONS OF 18 U.S.C. § 1962(c)
PACEM PSYCHOLOGICAL SERVICES, P.C. ENTERPRISE
(Against Roland Rose, D.C., Rose Chiropractic Health & Wellness, P.C.,
Cajetan Uchendu, PsyD, and Zen Property Management, LLC)

891. Allstate re-alleges, re-pleads, and incorporates by reference the allegations set forth in paragraphs 1-701 as if set forth fully herein.

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

893. In connection with the operation and management of the Pacem Psychological Services enterprise and with each of the claims identified in the plaintiffs' Complaint, Defendants Roland Rose, D.C, Rose Chiropractic Health & Wellness, P.C., Cajetan Uchendu, PsyD, and Zen Property Management, LLC (collectively, "Count XV 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 Pacem Psychological Services' business, or should have reasonably foreseen that the mailing of such false medical documentation by Pacem Psychological Services would occur, in furtherance of their scheme to defraud.

894. The Count XV Defendants knew, or should have foreseen two or more mailings to demand and/or receive payment on certain dates, including, but not limited to, those dates identified in the chart at Exhibit 9.

895. 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.

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

897. Payments made by Allstate to Pacem Psychological Services traveled through the U.S. Mail.

898. As documented above, the Count XV 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 Pacem Psychological Services—payments that the Count XV 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.

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

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

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

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

903. The Count XV Defendants participated in the conduct of the Pacem Psychological Services enterprise through a pattern of racketeering activities.

904. The unlawful activities and other misconduct alleged in this Complaint had the direct effect of causing funds to be transferred from Allstate to Pacem Psychological Services for the benefit of the Count XV Defendants.

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

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

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

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

909. By virtue of the Count XV 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 them, and others acting in concert with them, together with the costs of suit, including reasonable attorney’s fees.

COUNT XVI
VIOLATIONS OF 18 U.S.C. § 1962(d)
PACEM PSYCHOLOGICAL SERVICES, P.C. ENTERPRISE
(Against Roland Rose, D.C., Rose Chiropractic Health & Wellness, P.C.,
Cajetan Uchendu, PsyD, and Zen Property Management, LLC)

910. Allstate re-alleges, re-pleads, and incorporates by reference the allegations set forth in paragraphs 1-701 as if set forth fully herein.

911. Defendants Roland Rose, D.C, Rose Chiropractic Health & Wellness, P.C., Cajetan Uchendu, PsyD, and Zen Property Management, LLC (collectively, “Count XVI Defendants”) willfully conspired with one another to violate 18 U.S.C. § 1962(c) through (or in connection with) the operation of Pacem Psychological Services, P.C. (“Pacem Psychological Services”).

912. The Count XVI Defendants each agreed to further, facilitate, support, and operate the Pacem Psychological Services enterprise.

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

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

915. The Count XVI 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.

916. 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) Pacem Psychological Services as a result of the Count XVI Defendants’ unlawful conduct described herein.

917. By virtue of the Count XVI 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 XVII
VIOLATIONS OF 18 U.S.C. § 1962(c)
QI LIN ACUPUNCTURE, P.C. ENTERPRISE
(Against Roland Rose, D.C., Rose Chiropractic Health & Wellness, P.C.,
Le-Zhi Lin, L.Ac., and Zen Property Management, LLC)

918. Allstate re-alleges, re-pleads, and incorporates by reference the allegations set forth in paragraphs 1-701 as if set forth fully herein.

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

920. In connection with the operation and management of the Qi Lin Acupuncture enterprise and with each of the claims identified in the plaintiffs' Complaint, Defendants Roland Rose, D.C, Rose Chiropractic Health & Wellness, P.C., Le-Zhi Lin, L.Ac., and Zen Property Management, LLC (collectively, "Count XVII 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 Qi Lin Acupuncture's business, or should have reasonably foreseen that the mailing of such false medical documentation by Qi Lin Acupuncture would occur, in furtherance of their scheme to defraud.

921. The Count XVII Defendants knew, or should have foreseen two or more mailings to demand and/or receive payment on certain dates, including, but not limited to, those dates identified in the chart at Exhibit 10.

922. 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.

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

924. Payments made by Allstate to Qi Lin Acupuncture traveled through the U.S. Mail.

925. As documented above, the Count XVII 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 Qi Lin Acupuncture—payments that the Count XVII 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.

926. As a result of, and in reasonable reliance upon these misleading documents and misrepresentations, Allstate, by its agents and employees, issued payments to Qi Lin Acupuncture for the benefit of the Count XVII Defendants that would not otherwise have been made.

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

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

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

930. The Count XVII Defendants participated in the conduct of the Qi Lin Acupuncture enterprise through a pattern of racketeering activities.

931. The unlawful activities and other misconduct alleged in this Complaint had the direct effect of causing funds to be transferred from Allstate to Qi Lin Acupuncture for the benefit of the Count XVII Defendants.

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

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

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

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

936. By virtue of the Count XVII 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 them, and others acting in concert with them, together with the costs of suit, including reasonable attorney’s fees.

COUNT XVIII
VIOLATIONS OF 18 U.S.C. § 1962(d)
QI LIN ACUPUNCTURE, P.C. ENTERPRISE
(Against Roland Rose, D.C., Rose Chiropractic Health & Wellness, P.C.,
Le-Zhi Lin, L.Ac., and Zen Property Management, LLC)

937. Allstate re-alleges, re-pleads, and incorporates by reference the allegations set forth in paragraphs 1-701 as if set forth fully herein.

938. Defendants Roland Rose, D.C, Rose Chiropractic Health & Wellness, P.C., Le-Zhi Lin, L.Ac., and Zen Property Management, LLC (collectively, “Count XVIII Defendants”) willfully conspired with one another to violate 18 U.S.C. § 1962(c) through (or in connection with) the operation of Qi Lin Acupuncture, P.C. (“Qi Lin Acupuncture”).

939. The Count XVIII Defendants each agreed to further, facilitate, support, and operate the Qi Lin Acupuncture enterprise.

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

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

942. The Count XVIII 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.

943. 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) Qi Lin Acupuncture as a result of the Count XVIII Defendants’ unlawful conduct described herein.

944. By virtue of the Count XVIII 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 XIX
VIOLATIONS OF 18 U.S.C. § 1962(c)
YE'S ACUPUNCTURE, P.C. ENTERPRISE
(Against Roland Rose, D.C., Rose Chiropractic Health & Wellness, P.C.,
Rui Chun Ye, L.Ac., and Zen Property Management, LLC)

945. Allstate re-alleges, re-pleads, and incorporates by reference the allegations set forth in paragraphs 1-701 as if set forth fully herein.

946. Ye's Acupuncture, P.C. ("Ye's Acupuncture") constitutes an enterprise, as defined in 18 U.S.C. § 1961(4), engaged in, and the activities of which affect, interstate commerce.

947. In connection with the operation and management of the Ye's Acupuncture enterprise and with each of the claims identified in the plaintiffs' Complaint, Defendants Roland Rose, D.C, Rose Chiropractic Health & Wellness, P.C., Rui Chun Ye, L.Ac., and Zen Property Management, LLC (collectively, "Count XIX 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 Ye's Acupuncture's business, or should have reasonably foreseen that the mailing of such false medical documentation by Ye's Acupuncture would occur, in furtherance of their scheme to defraud.

948. The Count XIX Defendants knew, or should have foreseen two or more mailings to demand and/or receive payment on certain dates, including, but not limited to, those dates identified in the chart at Exhibit 11.

949. 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.

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

951. Payments made by Allstate to Ye's Acupuncture traveled through the U.S. Mail.

952. As documented above, the Count XIX 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 Ye's Acupuncture—payments that the Count XIX 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.

953. As a result of, and in reasonable reliance upon these misleading documents and misrepresentations, Allstate, by its agents and employees, issued payments to Ye's Acupuncture for the benefit of the Count XIX Defendants that would not otherwise have been made.

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

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

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

957. The Count XIX Defendants participated in the conduct of the Ye's Acupuncture enterprise through a pattern of racketeering activities.

958. The unlawful activities and other misconduct alleged in this Complaint had the direct effect of causing funds to be transferred from Allstate to Ye's Acupuncture for the benefit of the Count XIX Defendants.

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

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

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

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

963. By virtue of the Count XIX 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 them, and others acting in concert with them, together with the costs of suit, including reasonable attorney’s fees.

COUNT XX
VIOLATIONS OF 18 U.S.C. § 1962(d)
YE’S ACUPUNCTURE, P.C. ENTERPRISE
(Against Roland Rose, D.C., Rose Chiropractic Health & Wellness, P.C.,
Rui Chun Ye, L.Ac., and Zen Property Management, LLC)

964. Allstate re-alleges, re-pleads, and incorporates by reference the allegations set forth in paragraphs 1-701 as if set forth fully herein.

965. Defendants Roland Rose, D.C, Rose Chiropractic Health & Wellness, P.C., Rui Chun Ye, L.Ac., and Zen Property Management, LLC (collectively, “Count XX Defendants”) willfully conspired with one another to violate 18 U.S.C. § 1962(c) through (or in connection with) the operation of Ye’s Acupuncture, P.C. (“Ye’s Acupuncture”).

966. The Count XX Defendants each agreed to further, facilitate, support, and operate the Ye’s Acupuncture enterprise.

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

968. The purpose of the conspiracy was to obtain payments, including No-Fault benefit payments, from Allstate for healthcare services provided to patients through Ye's Acupuncture even though Ye's Acupuncture was not eligible to collect such payments from Allstate because of the unlawful conduct engaged in by the Count XX Defendants.

969. The Count XX 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.

970. 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) Ye's Acupuncture as a result of the Count XX Defendants' unlawful conduct described herein.

971. By virtue of the Count XX 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 XXI
VIOLATIONS OF 18 U.S.C. § 1962(c)
ALTAI CORPORATION D/B/A GET READY MED SUPPLY ENTERPRISE
(Against Roland Rose, D.C., Rose Chiropractic Health & Wellness, P.C., Christian
Bannerman, M.D., Ace Emergent Medical Care, P.C., and Ariel Kandhorov)

972. Allstate re-alleges, re-pleads, and incorporates by reference the allegations set forth in paragraphs 1-701 as if set forth fully herein.

973. Altai Corporation d/b/a Get Ready Med Supply (“Altai Corporation”) constitutes an enterprise, as defined in 18 U.S.C. § 1961(4), engaged in, and the activities of which affect, interstate commerce.

974. In connection with the operation and management of the Altai Corporation enterprise and with each of the claims identified in the plaintiffs’ Complaint, Defendants Roland Rose, D.C, Rose Chiropractic Health & Wellness, P.C., Christian Bannerman, Ace Emergent Medical Care, P.C., and Ariel Kandhorov (collectively, “Count XXI 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 Altai Corporation’s business, or should have reasonably foreseen that the mailing of such false medical documentation by Altai Corporation would occur, in furtherance of their scheme to defraud.

975. The Count XXI Defendants knew, or should have foreseen two or more mailings to demand and/or receive payment on certain dates, including, but not limited to, those dates identified in the chart at Exhibit 12.

976. 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.

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

978. Payments made by Allstate to Altai Corporation traveled through the U.S. Mail.

979. As documented above, the Count XXI 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 Altai

Corporation—payments that the Count XXI 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.

980. As a result of, and in reasonable reliance upon these misleading documents and misrepresentations, Allstate, by its agents and employees, issued payments to Altai Corporation for the benefit of the Count XXI Defendants that would not otherwise have been made.

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

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

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

984. The Count XXI Defendants participated in the conduct of the Altai Corporation enterprise through a pattern of racketeering activities.

985. The unlawful activities and other misconduct alleged in this Complaint had the direct effect of causing funds to be transferred from Allstate to Altai Corporation for the benefit of the Count XXI Defendants.

986. Allstate is a "person" as defined by 18 U.S.C. § 1961(3), injured in its business or property by reason of the Count XXI Defendants' conduct.

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

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

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

990. By virtue of the Count XXI 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 them, and others acting in concert with them, together with the costs of suit, including reasonable attorney's fees.

COUNT XXII
VIOLATIONS OF 18 U.S.C. § 1962(d)
ALTAI CORPORATION D/B/A GET READY MED SUPPLY ENTERPRISE
(Against Roland Rose, D.C., Rose Chiropractic Health & Wellness, P.C., Christian
Bannerman, M.D., Ace Emergent Medical Care, P.C., and Ariel Kandhorov)

991. Allstate re-alleges, re-pleads, and incorporates by reference the allegations set forth in paragraphs 1-701 as if set forth fully herein.

992. Defendants Roland Rose, D.C, Rose Chiropractic Health & Wellness, P.C., Christian Bannerman, M.D., Ace Emergent Medical Care, P.C., and Ariel Kandhorov (collectively, "Count XXII Defendants") willfully conspired with one another to violate 18 U.S.C. § 1962(c) through (or in connection with) the operation of Altai Corporation d/b/a Get Ready Med Supply ("Altai Corporation").

993. The Count XXII Defendants each agreed to further, facilitate, support, and operate the Altai Corporation enterprise.

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

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

996. The Count XXII 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.

997. 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) Altai Corporation as a result of the Count XXII Defendants' unlawful conduct described herein.

998. By virtue of the Count XXII 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 XXIII
VIOLATIONS OF 18 U.S.C. § 1962(c)
ASPIRE MEDICAL SUPPLIES, LLC ENTERPRISE
(Against Roland Rose, D.C., Rose Chiropractic Health & Wellness, P.C.,
and Nichole McLeod)

999. Allstate re-alleges, re-pleads, and incorporates by reference the allegations set forth in paragraphs 1-701 as if set forth fully herein.

1000. Aspire Medical Supplies, LLC ("Aspire Medical Supplies") constitutes an enterprise, as defined in 18 U.S.C. § 1961(4), engaged in, and the activities of which affect, interstate commerce.

1001. In connection with the operation and management of the Aspire Medical Supplies enterprise and with each of the claims identified in the plaintiffs' Complaint, Defendants Roland Rose, D.C., Rose Chiropractic Health & Wellness, P.C., and Nichole McLeod (collectively, "Count XXIII 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 Aspire Medical Supplies' business, or should have reasonably foreseen that the mailing of such false medical documentation by Aspire Medical Supplies would occur, in furtherance of their scheme to defraud.

1002. The Count XXIII Defendants knew, or should have foreseen two or more mailings to demand and/or receive payment on certain dates, including, but not limited to, those dates identified in the chart at Exhibit 13.

1003. 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.

1004. Policies of insurance were also delivered to insureds through the U.S. Mail.

1005. Payments made by Allstate to Aspire Medical Supplies traveled through the U.S. Mail.

1006. As documented above, the Count XXIII 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 Aspire Medical Supplies—payments that the Count XXIII 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.

1007. As a result of, and in reasonable reliance upon these misleading documents and misrepresentations, Allstate, by its agents and employees, issued payments to Aspire Medical Supplies for the benefit of the Count XXIII Defendants that would not otherwise have been made.

1008. The Count XXIII Defendants' pattern of fraudulent claims, each of which appeared legitimate on its face, also prevented Allstate from discovering the fraudulent scheme for a long period of time, thus enabling the Count XXIII Defendants to continue their unlawful scheme without being detected.

1009. The facts set forth above constitute indictable offenses pursuant to 18 U.S.C. § 1341 (mail fraud).

1010. By mailing numerous fraudulent claim-related documents in furtherance of an ongoing scheme, the Count XXIII Defendants engaged in a pattern of racketeering activity within the meaning of 18 U.S.C. § 1962(c).

1011. The Count XXIII Defendants participated in the conduct of the Aspire Medical Supplies enterprise through a pattern of racketeering activities.

1012. The unlawful activities and other misconduct alleged in this Complaint had the direct effect of causing funds to be transferred from Allstate to Aspire Medical Supplies for the benefit of the Count XXIII Defendants.

1013. Allstate is a "person" as defined by 18 U.S.C. § 1961(3), injured in its business or property by reason of the Count XXIII Defendants' conduct.

1014. The Count XXIII Defendants' conduct in violation of 18 U.S.C. § 1962(c) was the direct and proximate cause of Allstate's injury.

1015. Allstate (and all plaintiffs individually) is in the business of writing insurance and paying claims in the State of New York.

1016. Insurance fraud schemes practiced here and elsewhere have a deleterious impact on Allstate's overall financial well-being and adversely affect insurance rates.

1017. By virtue of the Count XXIII 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 them, and others acting in concert with them, together with the costs of suit, including reasonable attorney's fees.

COUNT XXIV
VIOLATIONS OF 18 U.S.C. § 1962(d)
ASPIRE MEDICAL SUPPLIES, LLC ENTERPRISE
(Against Roland Rose, D.C., Rose Chiropractic Health & Wellness, P.C.,
and Nichole McLeod)

1018. Allstate re-alleges, re-pleads, and incorporates by reference the allegations set forth in paragraphs 1-701 as if set forth fully herein.

1019. Defendants Roland Rose, D.C., Rose Chiropractic Health & Wellness, P.C., and Nichole McLeod (collectively, "Count XXIV Defendants") willfully conspired with one another to violate 18 U.S.C. § 1962(c) through (or in connection with) the operation of Aspire Medical Supplies, LLC ("Aspire Medical Supplies").

1020. The Count XXIV Defendants each agreed to further, facilitate, support, and operate the Aspire Medical Supplies enterprise.

1021. As such, the Count XXIV Defendants conspired to violate 18 U.S.C. § 1962(c).

1022. The purpose of the conspiracy was to obtain payments, including No-Fault benefit payments, from Allstate for healthcare services provided to patients through Aspire Medical Supplies even though Aspire Medical Supplies was not eligible to collect such payments from Allstate because of the unlawful conduct engaged in by the Count XXIV Defendants.

1023. The Count XXIV 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.

1024. 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) Aspire Medical Supplies as a result of the Count XXIV Defendants' unlawful conduct described herein.

1025. By virtue of the Count XXIV 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 XXV

VIOLATIONS OF 18 U.S.C. § 1962(c)

ZEN PROPERTY MANAGEMENT, LLC ENTERPRISE

(Against Roland Rose, D.C., Rose Chiropractic Health & Wellness, P.C., Christian Bannerman, M.D., Ace Emergent Medical Care, P.C., Amr Hussein Mostafa, P.T., Ahm Physical Therapy, P.C., Smart Inspire Physical Therapy, P.C., Joanna Kulis, P.T., Balanced Rock PT, P.C., Sun Il Hong, P.T., Dana Care Physical Therapy, P.C., Cajetan Uchendu, PsyD, Opus Psychological Services, P.C., Pacem Psychological Services, P.C., Le-Zhi Lin, L.Ac., Qi Lin Acupuncture, P.C., Rui Chun Ye, L.Ac., and Ye's Acupuncture, P.C.)

1026. Allstate re-alleges, re-pleads and incorporates by reference the allegations set forth in paragraphs 1-701 as if set forth fully herein.

1027. Zen Property Management, LLC ("Zen Property Management") constitutes an enterprise, as defined in 18 U.S.C. § 1961(4), engaged in, and the activities of which affect, interstate commerce.

1028. In connection with the operation and management of the Zen Property Management enterprise, and with each of the claims identified in the plaintiffs' Complaint, the Defendants

Roland Rose, D.C, Rose Chiropractic Health & Wellness, P.C., Christian Bannerman, M.D., Ace Emergent Medical Care, P.C., Amr Hussein Mostafa, P.T., Ahm Physical Therapy, P.C., Smart Inspire Physical Therapy, P.C., Joanna Kulis, P.T., Balanced Rock PT, P.C., Sungil Hong, P.T., Dana Care Physical Therapy, P.C., Cajetan Uchendu, PsyD, Opus Psychological Services, P.C., Pacem Psychological Services, P.C., Le-Zhi Lin, L.Ac., Qi Lin Acupuncture, P.C., Rui Chun Ye, L.Ac., and Ye's Acupuncture, P.C. (collectively, "Count XXV 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 Zen Property Management's business, or should have reasonably foreseen that the mailing of such false medical documentation by Zen Property Management would occur, in furtherance of their scheme to defraud.

1029. The Count XXV Defendants knew, or should have foreseen two or more mailings to demand and/or receive payment on certain dates, including, but not limited to, those dates identified in the charts at Exhibits 2 - 13.

1030. Among other things, NF-3 forms, medical billing invoices, medical reports, applications for insurance, and premium checks were routinely delivered to Allstate through the U.S. Mail.

1031. Policies of insurance were delivered to insureds through the U.S. Mail.

1032. Payments made by Allstate to the Defendants traveled through the U.S. Mail

1033. As documented above, the Count XXV 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 Rose Chiropractic Health & Wellness, P.C., Ace Emergent Medical Care, P.C., Ahm Physical Therapy, P.C., Smart

Inspire Physical Therapy, P.C., Balanced Rock PT, P.C., Dana Care Physical Therapy, P.C., Opus Psychological Services, P.C., Pacem Psychological Services, P.C., Qi Lin Acupuncture, P.C., and Ye's Acupuncture, P.C.—payments that the Count XXV 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.

1034. As a result of, and in reasonable reliance upon these misleading documents and misrepresentations, Allstate, by its agents and employees, issued drafts to Rose Chiropractic Health & Wellness, P.C., Ace Emergent Medical Care, P.C., Ahm Physical Therapy, P.C., Smart Inspire Physical Therapy, P.C., Balanced Rock PT, P.C., Dana Care Physical Therapy, P.C., Opus Psychological Services, P.C., Pacem Psychological Services, P.C., Qi Lin Acupuncture, P.C., and Ye's Acupuncture, P.C. for the benefit of the Count XXV Defendants, which would not otherwise have been paid.

1035. The Count XXV Defendants' pattern of fraudulent claims, each of which appeared legitimate on its face, also prevented Allstate from discovering the fraudulent scheme for a long period of time, thus enabling the Count XXV Defendants to continue their unlawful scheme without being detected.

1036. The acts set forth above constitute indictable offenses pursuant to 18 U.S.C. §1341 (mail fraud).

1037. By mailing numerous fraudulent claim-related documents in furtherance of an ongoing scheme, the Count XXV Defendants engaged in a pattern of racketeering activity within the meaning of 18 U.S.C. §1962(c).

1038. The Count XXV Defendants participated in the conduct of the Zen Property Management enterprise through a pattern of racketeering activities.

1039. The unlawful activities and other misconduct alleged in this Complaint had the direct effect of causing funds to be transferred from Allstate to Rose Chiropractic Health & Wellness, P.C., Ace Emergent Medical Care, P.C., Ahm Physical Therapy, P.C., Smart Inspire Physical Therapy, P.C., Balanced Rock PT, P.C., Dana Care Physical Therapy, P.C., Opus Psychological Services, P.C., Pacem Psychological Services, P.C., Qi Lin Acupuncture, P.C., and Ye's Acupuncture, P.C. for the benefit of the Count XXV Defendants.

1040. Allstate is "person" as defined by 18 U.S.C. § 1961(3), injured in its business or property by reason of the Count XXV Defendants' conduct.

1041. The Count XXV Defendants' conduct in violation of 18 U.S.C. § 1962(c) was the direct and proximate cause of Allstate's injury.

1042. Allstate (and all plaintiffs individually) is in the business of writing insurance and paying claims in the State of New York.

1043. Insurance fraud schemes practiced here and elsewhere have a deleterious impact on Allstate's overall financial well-being and adversely affect insurance rates.

1044. By virtue of the Count XXV 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 them, and others acting in concert with them, together with the costs of suit, including reasonable attorney's fees.

COUNT XXVI

VIOLATION 18 U.S.C. § 1962(d)

ZEN PROPERTY MANAGEMENT, LLC ENTERPRISE

(Against Roland Rose, D.C., Rose Chiropractic Health & Wellness, P.C., Christian Bannerman, M.D., Ace Emergent Medical Care, P.C., Amr Hussein Mostafa, P.T., Ahm Physical Therapy, P.C., Smart Inspire Physical Therapy, P.C., Joanna Kulis, P.T., Balanced Rock PT, P.C., Sun Il Hong, P.T., Dana Care Physical Therapy, P.C., Cajetan Uchendu, PsyD, Opus Psychological Services, P.C., Pacem Psychological Services, P.C., Le-Zhi Lin, L.Ac., Qi Lin Acupuncture, P.C., Rui Chun Ye, L.Ac., and Ye's Acupuncture, P.C.)

1045. Allstate re-alleges, re-pleads and incorporates by reference the allegations set forth in paragraphs 1-701as if set forth fully herein.

1046. Defendants Roland Rose, D.C, Rose Chiropractic Health & Wellness, P.C., Christian Bannerman, M.D., Ace Emergent Medical Care, P.C., Amr Hussein Mostafa, P.T., Ahm Physical Therapy, P.C., Smart Inspire Physical Therapy, P.C., Joanna Kulis, P.T., Balanced Rock PT, P.C., Sungil Hong, P.T., Dana Care Physical Therapy, P.C., Cajetan Uchendu, PsyD, Opus Psychological Services, P.C., Pacem Psychological Services, P.C., Le-Zhi Lin, L.Ac., Qi Lin Acupuncture, P.C., Rui Chun Ye, L.Ac., and Ye's Acupuncture, P.C. (collectively, "Count XXVI Defendants") willfully conspired with one another to violate 18 U.S.C. § 1962(c) through (or in connection with) the operation of Zen Property Management, LLC ("Zen Property Management").

1047. The Count XXVI Defendants each agreed to further, facilitate, support, and operate the Zen Property Management enterprise.

1048. As such, the Count XXVI Defendants conspired to violate 18 U.S.C. § 1962(c).

1049. The purpose of the conspiracy was to obtain payments and No-Fault insurance benefits from Allstate on behalf of Rose Chiropractic Health & Wellness, P.C., Ace Emergent Medical Care, P.C., Ahm Physical Therapy, P.C., Smart Inspire Physical Therapy, P.C., Balanced Rock PT, P.C., Dana Care Physical Therapy, P.C., Opus Psychological Services, P.C., Pacem

Psychological Services, P.C., Qi Lin Acupuncture, P.C., and Ye's Acupuncture, P.C., which were not eligible to collect such benefits by virtue of their unlawful conduct.

1050. The purpose of this conspiracy was also to unlawfully channel to Rose, through Zen Property Management, the professional fees and profits of Rose Chiropractic Health & Wellness, P.C., Ace Emergent Medical Care, P.C., Ahm Physical Therapy, P.C., Smart Inspire Physical Therapy, P.C., Balanced Rock PT, P.C., Dana Care Physical Therapy, P.C., Opus Psychological Services, P.C., Pacem Psychological Services, P.C., Qi Lin Acupuncture, P.C., and Ye's Acupuncture, P.C.

1051. The Count XXVI 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.

1052. Allstate has been injured in its business and property by reason of this conspiratorial conduct whereas Allstate has been induced to make claim payments to (or for the benefit of) Rose Chiropractic Health & Wellness, P.C., Ace Emergent Medical Care, P.C., Ahm Physical Therapy, P.C., Smart Inspire Physical Therapy, P.C., Balanced Rock PT, P.C., Dana Care Physical Therapy, P.C., Opus Psychological Services, P.C., Pacem Psychological Services, P.C., Qi Lin Acupuncture, P.C., and Ye's Acupuncture, P.C. as a result of the Count XXVI Defendants' unlawful conduct described herein.

1053. By virtue of the Count XXVI 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 XXVII
COMMON LAW FRAUD

(Against Rose Chiropractic Health & Wellness, P.C., Roland Rose, D.C., Christian Bannerman, M.D., Ace Emergent Medical Care, P.C., Amr Hussein Mostafa, P.T., Ahm Physical Therapy, P.C., Smart Inspire Physical Therapy, P.C., Joanna Kulis, P.T., Balanced Rock PT, P.C., Sun Il Hong, P.T., Dana Care Physical Therapy, P.C., Cajetan Uchendu, PsyD, Opus Psychological Services, P.C., Pacem Psychological Services, P.C., Le-Zhi Lin, L.Ac., Qi Lin Acupuncture, P.C., Rui Chun Ye, L.Ac., Ye's Acupuncture, P.C., Ariel Kandhorov, Altai Corporation d/b/a Get Ready Med Supply, Nichole McLeod, Aspire Medical Supplies, LLC, and Zen Property Management, LLC)

1054. Allstate re-alleges, re-pleads, and incorporates by reference the allegations set forth in paragraphs 1-701 as if set forth fully herein.

1055. Defendants Rose Chiropractic Health & Wellness, P.C., Roland Rose, D.C., Christian Bannerman, M.D., Ace Emergent Medical Care, P.C., Amr Hussein Mostafa, P.T., Ahm Physical Therapy, P.C., Smart Inspire Physical Therapy, P.C., Joanna Kulis, P.T., Balanced Rock PT, P.C., Sungil Hong, P.T., Dana Care Physical Therapy, P.C., Cajetan Uchendu, PsyD, Opus Psychological Services, P.C., Pacem Psychological Services, P.C., Le-Zhi Lin, L.Ac., Qi Lin Acupuncture, P.C., Rui Chun Ye, L.Ac., Ye's Acupuncture, P.C., Ariel Kandhorov, Altai Corporation d/b/a Get Ready Med Supply, Nichole McLeod, Aspire Medical Supplies, LLC, and Zen Property Management, LLC (collectively, "Count XXVII Defendants") conspired to defraud Allstate through their unlawful operation of Rose Chiropractic Health & Wellness, P.C.

1056. The Count XXVII Defendants' scheme to defraud Allstate was reliant upon a succession of material misrepresentations of fact that Rose Chiropractic Health & Wellness, P.C. was entitled to receive No-Fault reimbursement under New York law.

1057. These misrepresentations of fact by the Count XXVII Defendants included, but were not limited to, the material misrepresentations of fact made in the Count XXVII Defendants' reports, invoices and collection documentation.

1058. The Count XXVII Defendants' representations were false or required disclosure of additional facts to render the information furnished not misleading.

1059. These misrepresentations were intentionally made by the Count XXVII Defendants in furtherance of the scheme to defraud Allstate by submitting claims from Rose Chiropractic Health & Wellness, P.C. for payment of No-Fault insurance benefits.

1060. The Count XXVII Defendants' misrepresentations were known to be false from the onset and were made for the purpose of inducing Allstate to make payments for claims that were not legitimate.

1061. Allstate reasonably relied, to its detriment, upon the Count XXVII Defendants' material misrepresentations concerning Rose Chiropractic Health & Wellness, P.C.'s eligibility to receive No-Fault reimbursement in paying numerous bills for healthcare expenses pursuant to No-Fault insurance claims.

1062. Allstate's damages include, but are not necessarily limited to, No-Fault benefit payments made by Allstate to Rose Chiropractic Health & Wellness, P.C. totaling at least \$310,685.95, even though Rose Chiropractic Health & Wellness, P.C. was, at all relevant times, ineligible to receive No-Fault reimbursement under New York law.

COUNT XXVIII
COMMON LAW FRAUD

**(Against Ace Emergent Medical Care, P.C., Christian Bannerman, M.D.,
Roland Rose, D.C., Rose Chiropractic Health & Wellness, P.C.,
and Zen Property Management, LLC)**

1063. Allstate re-alleges, re-pleads, and incorporates by reference the allegations set forth in paragraphs 1-701 as if set forth fully herein.

1064. Defendants Ace Emergent Medical Care, P.C., Christian Bannerman, M.D., Roland Rose, D.C., Rose Chiropractic Health & Wellness, P.C., and Zen Property Management, LLC

(collectively, “Count XXVIII Defendants”) conspired to defraud Allstate through their unlawful operation of Ace Emergent Medical Care, P.C.

1065. The Count XXVIII Defendants’ scheme to defraud Allstate was reliant upon a succession of material misrepresentations of fact that Ace Emergent Medical Care, P.C. was entitled to receive No-Fault reimbursement under New York law.

1066. These misrepresentations of fact by the Count XXVIII Defendants included, but were not limited to, the material misrepresentations of fact made in the Count XXVIII Defendants’ reports, invoices and collection documentation.

1067. The Count XXVIII Defendants’ representations were false or required disclosure of additional facts to render the information furnished not misleading.

1068. These misrepresentations were intentionally made by the Count XXVIII Defendants in furtherance of the scheme to defraud Allstate by submitting claims from Ace Emergent Medical Care, P.C. for payment of No-Fault insurance benefits.

1069. The Count XXVIII Defendants’ misrepresentations were known to be false from the onset and were made for the purpose of inducing Allstate to make payments for claims that were not legitimate.

1070. Allstate reasonably relied, to its detriment, upon the Count XXVIII Defendants’ material misrepresentations concerning Ace Emergent Medical Care, P.C.’s eligibility to receive No-Fault reimbursement in paying numerous bills for healthcare expenses pursuant to No-Fault insurance claims.

1071. Allstate’s damages include, but are not necessarily limited to, No-Fault benefit payments made by Allstate to Ace Emergent Medical Care, P.C. totaling at least \$212,278.47,

even though Ace Emergent Medical Care, P.C. was, at all relevant times, ineligible to receive No-Fault reimbursement under New York law.

COUNT XXIX
COMMON LAW FRAUD

**(Against Ahm Physical Therapy, P.C., Amr Hussein Mostafa, P.T., Roland Rose, D.C.,
Rose Chiropractic Health & Wellness, P.C., Christian Bannerman, M.D.,
Ace Emergent Medical Care, P.C., and Zen Property Management, LLC)**

1072. Allstate re-alleges, re-pleads, and incorporates by reference the allegations set forth in paragraphs 1-701 as if set forth fully herein.

1073. Defendants Ahm Physical Therapy, P.C., Amr Hussein Mostafa, P.T., Roland Rose, D.C., Rose Chiropractic Health & Wellness, P.C., Christian Bannerman, M.D., Ace Emergent Medical Care, P.C., and Zen Property Management, LLC (collectively, “Count XXIX Defendants”) conspired to defraud Allstate through their unlawful operation of Ahm Physical Therapy, P.C.

1074. The Count XXIX Defendants’ scheme to defraud Allstate was reliant upon a succession of material misrepresentations of fact that Ahm Physical Therapy, P.C. was entitled to receive No-Fault reimbursement under New York law.

1075. These misrepresentations of fact by the Count XXIX Defendants included, but were not limited to, the material misrepresentations of fact made in the Count XXIX Defendants’ reports, invoices and collection documentation.

1076. The Count XXIX Defendants’ representations were false or required disclosure of additional facts to render the information furnished not misleading.

1077. These misrepresentations were intentionally made by the Count XXIX Defendants in furtherance of the scheme to defraud Allstate by submitting claims from Ahm Physical Therapy, P.C. for payment of No-Fault insurance benefits.

1078. The Count XXIX Defendants' misrepresentations were known to be false from the onset and were made for the purpose of inducing Allstate to make payments for claims that were not legitimate.

1079. Allstate reasonably relied, to its detriment, upon the Count XXIX Defendants' material misrepresentations concerning Ahm Physical Therapy, P.C.'s eligibility to receive No-Fault reimbursement in paying numerous bills for healthcare expenses pursuant to No-Fault insurance claims.

1080. Allstate's damages include, but are not necessarily limited to, No-Fault benefit payments made by Allstate to Ahm Physical Therapy, P.C. totaling at least \$32,570.58, even though Ahm Physical Therapy, P.C. was, at all relevant times, ineligible to receive No-Fault reimbursement under New York law.

COUNT XXX
COMMON LAW FRAUD

**(Against Smart Inspire Physical Therapy, P.C., Amr Hussein Mostafa, P.T.,
Roland Rose, D.C., Rose Chiropractic Health & Wellness, P.C.,
Christian Bannerman, M.D., Ace Emergent Medical Care, P.C.
and Zen Property Management, LLC)**

1081. Allstate re-alleges, re-pleads, and incorporates by reference the allegations set forth in paragraphs 1-701 as if set forth fully herein.

1082. Defendants Smart Inspire Physical Therapy, P.C., Amr Hussein Mostafa, P.T., Roland Rose, D.C., Rose Chiropractic Health & Wellness, P.C., Christian Bannerman, M.D., Ace Emergent Medical Care, P.C., and Zen Property Management, LLC (collectively, "Count XXX Defendants") conspired to defraud Allstate through their unlawful operation of Smart Inspire Physical Therapy, P.C.

1083. The Count XXX Defendants' scheme to defraud Allstate was reliant upon a succession of material misrepresentations of fact that Smart Inspire Physical Therapy, P.C. was entitled to receive No-Fault reimbursement under New York law.

1084. These misrepresentations of fact by the Count XXX Defendants included, but were not limited to, the material misrepresentations of fact made in the Count XXX Defendants' reports, invoices and collection documentation.

1085. The Count XXX Defendants' representations were false or required disclosure of additional facts to render the information furnished not misleading.

1086. These misrepresentations were intentionally made by the Count XXX Defendants in furtherance of the scheme to defraud Allstate by submitting claims from Smart Inspire Physical Therapy, P.C. for payment of No-Fault insurance benefits.

1087. The Count XXX Defendants' misrepresentations were known to be false from the onset and were made for the purpose of inducing Allstate to make payments for claims that were not legitimate.

1088. Allstate reasonably relied, to its detriment, upon the Count XXX Defendants' material misrepresentations concerning Smart Inspire Physical Therapy, P.C.'s eligibility to receive No-Fault reimbursement in paying numerous bills for healthcare expenses pursuant to No-Fault insurance claims.

1089. Allstate's damages include, but are not necessarily limited to, No-Fault benefit payments made by Allstate to Smart Inspire Physical Therapy, P.C. totaling at least \$137,194.68, even though Smart Inspire Physical Therapy, P.C. was, at all relevant times, ineligible to receive No-Fault reimbursement under New York law.

COUNT XXXI
COMMON LAW FRAUD

**(Against Balanced Rock PT, P.C., Joanna Kulis, P.T., Roland Rose, D.C.,
Rose Chiropractic Health & Wellness, P.C., Christian Bannerman, M.D.,
Ace Emergent Medical Care, P.C., and Zen Property Management, LLC)**

1090. Allstate re-alleges, re-pleads, and incorporates by reference the allegations set forth in paragraphs 1-701 as if set forth fully herein.

1091. Defendants Balanced Rock PT, P.C., Joanna Kulis, P.T., Roland Rose, D.C., Rose Chiropractic Health & Wellness, P.C., Christian Bannerman, M.D., Ace Emergent Medical Care, P.C., and Zen Property Management, LLC (collectively, “Count XXXI Defendants”) conspired to defraud Allstate through their unlawful operation of Balanced Rock PT, P.C.

1092. The Count XXXI Defendants’ scheme to defraud Allstate was reliant upon a succession of material misrepresentations of fact that Balanced Rock PT, P.C. was entitled to receive No-Fault reimbursement under New York law.

1093. These misrepresentations of fact by the Count XXXI Defendants included, but were not limited to, the material misrepresentations of fact made in the Count XXXI Defendants’ reports, invoices and collection documentation.

1094. The Count XXXI Defendants’ representations were false or required disclosure of additional facts to render the information furnished not misleading.

1095. These misrepresentations were intentionally made by the Count XXXI Defendants in furtherance of the scheme to defraud Allstate by submitting claims from Balanced Rock PT, P.C. for payment of No-Fault insurance benefits.

1096. The Count XXXI Defendants’ misrepresentations were known to be false from the onset and were made for the purpose of inducing Allstate to make payments for claims that were not legitimate.

1097. Allstate reasonably relied, to its detriment, upon the Count XXXI Defendants' material misrepresentations concerning Balanced Rock PT, P.C.'s eligibility to receive No-Fault reimbursement in paying numerous bills for healthcare expenses pursuant to No-Fault insurance claims.

1098. Allstate's damages include, but are not necessarily limited to, No-Fault benefit payments made by Allstate to Balanced Rock PT, P.C. totaling at least \$41,496.59, even though Balanced Rock PT, P.C. was, at all relevant times, ineligible to receive No-Fault reimbursement under New York law.

COUNT XXXII
COMMON LAW FRAUD

**(Against Dana Care Physical Therapy, P.C., Sungil Hong, P.T., Roland Rose, D.C.,
Rose Chiropractic Health & Wellness, P.C., Christian Bannerman, M.D.,
Ace Emergent Medical Care, P.C., and Zen Property Management, LLC)**

1099. Allstate re-alleges, re-pleads, and incorporates by reference the allegations set forth in paragraphs 1-701 as if set forth fully herein.

1100. Defendants Dana Care Physical Therapy, P.C., Sungil Hong, P.T., Roland Rose, D.C., Rose Chiropractic Health & Wellness, P.C., Christian Bannerman, M.D., Ace Emergent Medical Care, P.C., and Zen Property Management, LLC (collectively, "Count XXXII Defendants") conspired to defraud Allstate through their unlawful operation of Dana Care Physical Therapy, P.C.

1101. The Count XXXII Defendants' scheme to defraud Allstate was reliant upon a succession of material misrepresentations of fact that Dana Care Physical Therapy, P.C. was entitled to receive No-Fault reimbursement under New York law.

1102. These misrepresentations of fact by the Count XXXII Defendants included, but were not limited to, the material misrepresentations of fact made in the Count XXXII Defendants' reports, invoices and collection documentation.

1103. The Count XXXII Defendants' representations were false or required disclosure of additional facts to render the information furnished not misleading.

1104. These misrepresentations were intentionally made by the Count XXXII Defendants in furtherance of the scheme to defraud Allstate by submitting claims from Dana Care Physical Therapy, P.C. for payment of No-Fault insurance benefits.

1105. The Count XXXII Defendants' misrepresentations were known to be false from the onset and were made for the purpose of inducing Allstate to make payments for claims that were not legitimate.

1106. Allstate reasonably relied, to its detriment, upon the Count XXXII Defendants' material misrepresentations concerning Dana Care Physical Therapy, P.C.'s eligibility to receive No-Fault reimbursement in paying numerous bills for healthcare expenses pursuant to No-Fault insurance claims.

1107. Allstate's damages include, but are not necessarily limited to, No-Fault benefit payments made by Allstate to Dana Care Physical Therapy, P.C. totaling at least \$86,339.04, even though Dana Care Physical Therapy, P.C. was, at all relevant times, ineligible to receive No-Fault reimbursement under New York law.

COUNT XXXIII
COMMON LAW FRAUD
**(Against Opus Psychological Services, P.C., Cajetan Uchendu, PsyD, Roland Rose, D.C.,
Rose Chiropractic Health & Wellness, P.C., and Zen Property Management, LLC)**

1108. Allstate re-alleges, re-pleads, and incorporates by reference the allegations set forth in paragraphs 1-701 as if set forth fully herein.

1109. Defendants Opus Psychological Services, P.C., Cajetan Uchendu, PsyD, Roland Rose, D.C., Rose Chiropractic Health & Wellness, P.C., and Zen Property Management, LLC (collectively, “Count XXXIII Defendants”) conspired to defraud Allstate through their unlawful operation of Opus Psychological Services, P.C.

1110. The Count XXXIII Defendants’ scheme to defraud Allstate was reliant upon a succession of material misrepresentations of fact that Opus Psychological Services, P.C. was entitled to receive No-Fault reimbursement under New York law.

1111. These misrepresentations of fact by the Count XXXIII Defendants included, but were not limited to, the material misrepresentations of fact made in the Count XXXIII Defendants’ reports, invoices and collection documentation.

1112. The Count XXXIII Defendants’ representations were false or required disclosure of additional facts to render the information furnished not misleading.

1113. These misrepresentations were intentionally made by the Count XXXIII Defendants in furtherance of the scheme to defraud Allstate by submitting claims from Opus Psychological Services, P.C. for payment of No-Fault insurance benefits.

1114. The Count XXXIII Defendants’ misrepresentations were known to be false from the onset and were made for the purpose of inducing Allstate to make payments for claims that were not legitimate.

1115. Allstate reasonably relied, to its detriment, upon the Count XXXIII Defendants’ material misrepresentations concerning Opus Psychological Services, P.C.’s eligibility to receive No-Fault reimbursement in paying numerous bills for healthcare expenses pursuant to No-Fault insurance claims.

1116. Allstate's damages include, but are not necessarily limited to, No-Fault benefit payments made by Allstate to Opus Psychological Services, P.C. totaling at least \$288,358.61, even though Opus Psychological Services, P.C. was, at all relevant times, ineligible to receive No-Fault reimbursement under New York law.

COUNT XXXIV
COMMON LAW FRAUD
**(Against Pacem Psychological Services, P.C., Cajetan Uchendu, PsyD, Roland Rose, D.C.,
Rose Chiropractic Health & Wellness, P.C., and Zen Property Management, LLC)**

1117. Allstate re-alleges, re-pleads, and incorporates by reference the allegations set forth in paragraphs 1-701 as if set forth fully herein.

1118. Defendants Pacem Psychological Services, P.C., Cajetan Uchendu, PsyD, Roland Rose, D.C., Rose Chiropractic Health & Wellness, P.C., and Zen Property Management, LLC (collectively, "Count XXXIV Defendants") conspired to defraud Allstate through their unlawful operation of Pacem Psychological Services, P.C.

1119. The Count XXXIV Defendants' scheme to defraud Allstate was reliant upon a succession of material misrepresentations of fact that Pacem Psychological Services, P.C. was entitled to receive No-Fault reimbursement under New York law.

1120. These misrepresentations of fact by the Count XXXIV Defendants included, but were not limited to, the material misrepresentations of fact made in the Count XXXIV Defendants' reports, invoices and collection documentation.

1121. The Count XXXIV Defendants' representations were false or required disclosure of additional facts to render the information furnished not misleading.

1122. These misrepresentations were intentionally made by the Count XXXIV Defendants in furtherance of the scheme to defraud Allstate by submitting claims from Pacem Psychological Services, P.C. for payment of No-Fault insurance benefits.

1123. The Count XXXIV Defendants' misrepresentations were known to be false from the onset and were made for the purpose of inducing Allstate to make payments for claims that were not legitimate.

1124. Allstate reasonably relied, to its detriment, upon the Count XXXIV Defendants' material misrepresentations concerning Pacem Psychological Services, P.C.'s eligibility to receive No-Fault reimbursement in paying numerous bills for healthcare expenses pursuant to No-Fault insurance claims.

1125. Allstate's damages include, but are not necessarily limited to, No-Fault benefit payments made by Allstate to Pacem Psychological Services, P.C. totaling at least \$197,929.93, even though Pacem Psychological Services, P.C. was, at all relevant times, ineligible to receive No-Fault reimbursement under New York law.

COUNT XXXV
COMMON LAW FRAUD

**(Against Qi Lin Acupuncture, P.C., Le-Zhi Lin, L.Ac., Roland Rose, D.C.,
Rose Chiropractic Health & Wellness, P.C., and Zen Property Management, LLC)**

1126. Allstate re-alleges, re-pleads, and incorporates by reference the allegations set forth in paragraphs 1-701 as if set forth fully herein.

1127. Defendants Qi Lin Acupuncture, P.C., Le-Zhi Lin, L.Ac., Roland Rose, D.C., Rose Chiropractic Health & Wellness, P.C., and Zen Property Management, LLC (collectively, "Count XXXV Defendants") conspired to defraud Allstate through their unlawful operation of Qi Lin Acupuncture, P.C.

1128. The Count XXXV Defendants' scheme to defraud Allstate was reliant upon a succession of material misrepresentations of fact that Qi Lin Acupuncture, P.C. was entitled to receive No-Fault reimbursement under New York law.

1129. These misrepresentations of fact by the Count XXXV Defendants included, but were not limited to, the material misrepresentations of fact made in the Count XXXV Defendants' reports, invoices and collection documentation.

1130. The Count XXXV Defendants' representations were false or required disclosure of additional facts to render the information furnished not misleading.

1131. These misrepresentations were intentionally made by the Count XXXV Defendants in furtherance of the scheme to defraud Allstate by submitting claims from Qi Lin Acupuncture, P.C. for payment of No-Fault insurance benefits.

1132. The Count XXXV Defendants' misrepresentations were known to be false from the onset and were made for the purpose of inducing Allstate to make payments for claims that were not legitimate.

1133. Allstate reasonably relied, to its detriment, upon the Count XXXV Defendants' material misrepresentations concerning Qi Lin Acupuncture, P.C.'s eligibility to receive No-Fault reimbursement in paying numerous bills for healthcare expenses pursuant to No-Fault insurance claims.

1134. Allstate's damages include, but are not necessarily limited to, No-Fault benefit payments made by Allstate to Qi Lin Acupuncture, P.C. totaling at least \$101,765.42, even though Qi Lin Acupuncture, P.C. was, at all relevant times, ineligible to receive No-Fault reimbursement under New York law.

COUNT XXXVI
COMMON LAW FRAUD
**(Against Ye's Acupuncture, P.C., Rui Chun Ye, L.Ac., Roland Rose, D.C.,
Rose Chiropractic Health & Wellness, P.C., and Zen Property Management, LLC)**

1135. Allstate re-alleges, re-pleads, and incorporates by reference the allegations set forth in paragraphs 1-701 as if set forth fully herein.

1136. Defendants Ye's Acupuncture, P.C., Rui Chun Ye, L.Ac., Roland Rose, D.C., Rose Chiropractic Health & Wellness, P.C., and Zen Property Management, LLC (collectively, "Count XXXVI Defendants") conspired to defraud Allstate through their unlawful operation of Ye's Acupuncture, P.C.

1137. The Count XXXVI Defendants' scheme to defraud Allstate was reliant upon a succession of material misrepresentations of fact that Ye's Acupuncture, P.C. was entitled to receive No-Fault reimbursement under New York law.

1138. These misrepresentations of fact by the Count XXXVI Defendants included, but were not limited to, the material misrepresentations of fact made in the Count XXXVI Defendants' reports, invoices and collection documentation.

1139. The Count XXXVI Defendants' representations were false or required disclosure of additional facts to render the information furnished not misleading.

1140. These misrepresentations were intentionally made by the Count XXXVI Defendants in furtherance of the scheme to defraud Allstate by submitting claims from Ye's Acupuncture, P.C. for payment of No-Fault insurance benefits.

1141. The Count XXXVI Defendants' misrepresentations were known to be false from the onset and were made for the purpose of inducing Allstate to make payments for claims that were not legitimate.

1142. Allstate reasonably relied, to its detriment, upon the Count XXXVI Defendants' material misrepresentations concerning Ye's Acupuncture, P.C.'s eligibility to receive No-Fault reimbursement in paying numerous bills for healthcare expenses pursuant to No-Fault insurance claims.

1143. Allstate's damages include, but are not necessarily limited to, No-Fault benefit payments made by Allstate to Ye's Acupuncture, P.C. totaling at least \$60,889.52, even though Ye's Acupuncture, P.C. was, at all relevant times, ineligible to receive No-Fault reimbursement under New York law.

COUNT XXXVII
COMMON LAW FRAUD

**(Against Altai Corporation d/b/a Get Ready Med Supply, Ariel Kandhorov,
Roland Rose, D.C., Rose Chiropractic Health & Wellness, P.C.,
Christian Bannerman, M.D., and Ace Emergent Medical Care, P.C.)**

1144. Allstate re-alleges, re-pleads, and incorporates by reference the allegations set forth in paragraphs 1-701 as if set forth fully herein.

1145. Defendants Altai Corporation d/b/a Get Ready Med Supply, Ariel Kandhorov, Roland Rose, D.C., Rose Chiropractic Health & Wellness, P.C., Christian Bannerman, M.D., and Ace Emergent Medical Care, P.C. (collectively, "Count XXXVII Defendants") conspired to defraud Allstate by obtaining payment for DME items that were prescribed and dispensed to Allstate claimants in connection with unlawful patient referral arrangements involving Altai Corporation d/b/a Get Ready Med Supply ("Altai Corporation").

1146. The Count XXXVII Defendants' scheme to defraud Allstate was dependent upon a succession of material misrepresentations of fact that Altai Corporation was entitled to receive No-Fault reimbursement under New York law.

1147. The misrepresentations of fact by the Count XXXVII Defendants included, but were not limited to, the material misrepresentations of fact made in the Count XXXVII Defendants' NF-3 claim forms, reports, invoices, and other claim-related documentation concerning the compensability of DME purportedly dispensed to Allstate claimants by Altai Corporation.

1148. The Count XXXVII Defendants' representations were false, or required disclosure of additional facts to render the information furnished not misleading, such as the existence of unlawful patient referral arrangements and the exchange of kickback payments relating to DME purportedly dispensed to Allstate claimants by Altai Corporation.

1149. The misrepresentations were intentionally made by the Count XXXVII Defendants in furtherance of their scheme to defraud Allstate by submitting claims from Altai Corporation for payment of No-Fault insurance benefits.

1150. The Count XXXVII 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.

1151. Allstate reasonably relied, to its detriment, upon the Count XXXVII Defendants' material misrepresentations concerning Altai Corporation's eligibility to receive No-Fault reimbursement when making payments for DME purportedly dispensed to Allstate claimants by Altai Corporation.

1152. Allstate's damages include, but are not necessarily limited to, No-Fault benefit payments made by Allstate to Altai Corporation—in excess of \$75,791.36—in connection with DME items that were not compensable under New York law because the DME items were prescribed and dispensed pursuant to unlawful patient referral arrangements.

COUNT XXXVIII
COMMON LAW FRAUD
(Against Aspire Medical Supplies, LLC, Nichole McLeod, Roland Rose, D.C.,
and Rose Chiropractic Health & Wellness, P.C.)

1153. Allstate re-alleges, re-pleads, and incorporates by reference the allegations set forth in paragraphs 1-701 as if set forth fully herein.

1154. Defendants Aspire Medical Supplies, LLC, Nichole McLeod, Roland Rose, D.C., and Rose Chiropractic Health & Wellness, P.C. (collectively, “Count XXXVIII Defendants”) conspired to defraud Allstate by obtaining payment for DME items that were prescribed and dispensed to Allstate claimants in connection with unlawful patient referral arrangements involving Aspire Medical Supplies, LLC (“Aspire Medical Supplies”).

1155. The Count XXXVIII Defendants’ scheme to defraud Allstate was dependent upon a succession of material misrepresentations of fact that Aspire Medical Supplies was entitled to receive No-Fault reimbursement under New York law.

1156. The misrepresentations of fact by the Count XXXVIII Defendants included, but were not limited to, the material misrepresentations of fact made in the Count XXXVIII Defendants’ NF-3 claim forms, reports, invoices, and other claim-related documentation concerning the compensability of DME purportedly dispensed to Allstate claimants by Aspire Medical Supplies.

1157. The Count XXXVIII Defendants’ representations were false, or required disclosure of additional facts to render the information furnished not misleading, such as the existence of unlawful patient referral arrangements and the exchange of kickback payments relating to DME purportedly dispensed to Allstate claimants by Aspire Medical Supplies.

1158. The misrepresentations were intentionally made by the Count XXXVIII Defendants in furtherance of their scheme to defraud Allstate by submitting claims from Aspire Medical Supplies for payment of No-Fault insurance benefits.

1159. The Count XXXVIII 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.

1160. Allstate reasonably relied, to its detriment, upon the Count XXXVIII Defendants' material misrepresentations concerning Aspire Medical Supplies' eligibility to receive No-Fault reimbursement when making payments for DME purportedly dispensed to Allstate claimants by Aspire Medical Supplies.

1161. Allstate's damages include, but are not necessarily limited to, No-Fault benefit payments made by Allstate to Aspire Medical Supplies—in excess of \$16,026.18—in connection with DME items that were not compensable under New York law because the DME items were prescribed and dispensed pursuant to unlawful patient referral arrangements.

COUNT XXXIX
UNJUST ENRICHMENT

(Against Rose Chiropractic Health & Wellness, P.C., Roland Rose, D.C., Christian Bannerman, M.D., Ace Emergent Medical Care, P.C., Amr Hussein Mostafa, P.T., Ahm Physical Therapy, P.C., Smart Inspire Physical Therapy, P.C., Joanna Kulis, P.T., Balanced Rock PT, P.C., Sun Il Hong, P.T., Dana Care Physical Therapy, P.C., Cajetan Uchendu, PsyD, Opus Psychological Services, P.C., Pacem Psychological Services, P.C., Le-Zhi Lin, L.Ac., Qi Lin Acupuncture, P.C., Rui Chun Ye, L.Ac., Ye's Acupuncture, P.C., Ariel Kandhorov, Altai Corporation d/b/a Get Ready Med Supply, Nichole McLeod, Aspire Medical Supplies, LLC, and Zen Property Management, LLC)

1162. Allstate re-alleges, re-pleads, and incorporates by reference the allegations set forth in paragraphs 1-701 as if set forth fully herein.

1163. As alleged herein, Defendants Rose Chiropractic Health & Wellness, P.C., Roland Rose, D.C, Christian Bannerman, M.D., Ace Emergent Medical Care, P.C., Amr Hussein Mostafa, P.T., Ahm Physical Therapy, P.C., Smart Inspire Physical Therapy, P.C., Joanna Kulis, P.T., Balanced Rock PT, P.C., Sungil Hong, P.T., Dana Care Physical Therapy, P.C., Cajetan Uchendu, PsyD, Opus Psychological Services, P.C., Pacem Psychological Services, P.C., Le-Zhi Lin, L.Ac., Qi Lin Acupuncture, P.C., Rui Chun Ye, L.Ac., Ye's Acupuncture, P.C., Ariel Kandhorov, Altai Corporation d/b/a Get Ready Med Supply, Nichole McLeod, Aspire Medical Supplies, LLC, and

Zen Property Management, LLC (collectively, “Count XXXIX Defendants”) conspired to induce Allstate to make numerous and substantial payments to Rose Chiropractic Health & Wellness, P.C.

1164. As alleged herein, Rose Chiropractic Health & Wellness, P.C. was never eligible for reimbursement under New York’s No-Fault Laws because, at all relevant times, Rose Chiropractic Health & Wellness, P.C. was unlawfully operated in violation of New York law.

1165. When Allstate paid Rose Chiropractic Health & Wellness, P.C., Allstate reasonably believed that it was legally obligated to make such payments based upon the misrepresentations and omissions that the Count XXXIX Defendants, or those persons working under their control, made concerning Rose Chiropractic Health & Wellness, P.C.’s reimbursement eligibility under New York’s No-Fault Laws.

1166. Each and every No-Fault reimbursement payment that Allstate was caused to make to Rose Chiropractic Health & Wellness, P.C. during the course of the scheme constitutes a benefit that the Count XXXIX Defendants aggressively caused Rose Chiropractic Health & Wellness, P.C. to seek and voluntarily accept.

1167. Throughout the course of their scheme, the Count XXXIX Defendants caused Rose Chiropractic Health & Wellness, P.C. to wrongfully obtain from Allstate No-Fault benefit payments totaling at least \$310,685.95 as a direct and proximate result of the unlawful conduct detailed throughout this Complaint.

1168. Retention of those benefits by the Count XXXIX Defendants would violate fundamental principles of justice, equity, and good conscience.

COUNT XL
UNJUST ENRICHMENT
**(Against Ace Emergent Medical Care, P.C., Christian Bannerman, M.D.,
Roland Rose, D.C., Rose Chiropractic Health & Wellness, P.C.,
and Zen Property Management, LLC)**

1169. Allstate re-alleges, re-pleads, and incorporates by reference the allegations set forth in paragraphs 1-701 as if set forth fully herein.

1170. As alleged herein, Ace Emergent Medical Care, P.C., Christian Bannerman, M.D., Roland Rose, D.C., Rose Chiropractic Health & Wellness, P.C., and Zen Property Management, LLC (collectively, “Count XL Defendants”) conspired to defraud Allstate through their unlawful management and control of Ace Emergent Medical Care, P.C.

1171. As alleged herein, Ace Emergent Medical Care, P.C. was never eligible for reimbursement under New York’s No-Fault Laws because, at all relevant times, Ace Emergent Medical Care, P.C. was unlawfully operated in violation of New York law.

1172. When Allstate paid Ace Emergent Medical Care, P.C., Allstate reasonably believed that it was legally obligated to make such payments based upon the misrepresentations and omissions that the Count XL Defendants, or those persons working under their control, made concerning Ace Emergent Medical Care, P.C.’s reimbursement eligibility under New York’s No-Fault Laws.

1173. Each and every No-Fault reimbursement payment that Allstate was caused to make to Ace Emergent Medical Care, P.C. during the course of the scheme constitutes a benefit that the Count XL Defendants aggressively caused Ace Emergent Medical Care, P.C. to seek and voluntarily accept.

1174. Throughout the course of their scheme, the Count XL Defendants caused Ace Emergent Medical Care, P.C. to wrongfully obtain from Allstate No-Fault benefit payments

totaling at least \$212,278.47 as a direct and proximate result of the unlawful conduct detailed throughout this Complaint.

1175. Under New York law, Roland Rose, D.C., an individual lacking legal authorization to provide, dictate, or receive payment for physician services, never had any legal right to control Ace Emergent Medical Care, P.C., including its accounts receivable and/or the receipt and disbursement of any professional physician fees and profits obtained by Ace Emergent Medical Care, P.C. or to participate in the operation and management of Ace Emergent Medical Care, P.C.

1176. As a direct and proximate result of Roland Rose, D.C.'s unlawful control over Ace Emergent Medical Care, P.C. and/or participation in the operation and management of Ace Emergent Medical Care, P.C., at no point was Ace Emergent Medical Care, P.C. ever eligible for reimbursement under New York's No-Fault Laws.

1177. Throughout the duration of this scheme, the Count XL Defendants obtained substantial monetary benefits totaling at least \$212,278.47 as the result of their unlawful conduct, benefits that were derived, in part, directly from the No-Fault reimbursement payments that Allstate was wrongfully induced to make to Ace Emergent Medical Care, P.C.

1178. Retention of those benefits by the Count XL Defendants would violate fundamental principles of justice, equity, and good conscience.

COUNT XLI
UNJUST ENRICHMENT
**(Against Ahm Physical Therapy, P.C., Amr Hussein Mostafa, P.T., Roland Rose, D.C.,
Rose Chiropractic Health & Wellness, P.C., Christian Bannerman, M.D., Ace Emergent
Medical Care, P.C., and Zen Property Management, LLC)**

1179. Allstate re-alleges, re-pleads, and incorporates by reference the allegations set forth in paragraphs 1-701 as if set forth fully herein.

1180. As alleged herein, Ahm Physical Therapy, P.C., Amr Hussein Mostafa, P.T., Roland Rose, D.C., Rose Chiropractic Health & Wellness, P.C., Christian Bannerman, M.D., Ace Emergent Medical Care, P.C., and Zen Property Management, LLC (collectively, “Count XLI Defendants”) conspired to defraud Allstate through their unlawful management and control of Ahm Physical Therapy, P.C.

1181. As alleged herein, Ahm Physical Therapy, P.C. was never eligible for reimbursement under New York’s No-Fault Laws because, at all relevant times, Ahm Physical Therapy, P.C. was unlawfully operated in violation of New York law.

1182. When Allstate paid Ahm Physical Therapy, P.C., Allstate reasonably believed that it was legally obligated to make such payments based upon the misrepresentations and omissions that the Count XLI Defendants, or those persons working under their control, made concerning Ahm Physical Therapy, P.C.’s reimbursement eligibility under New York’s No-Fault Laws.

1183. Each and every No-Fault reimbursement payment that Allstate was caused to make to Ahm Physical Therapy, P.C. during the course of the scheme constitutes a benefit that the Count XLI Defendants aggressively caused Ahm Physical Therapy, P.C. to seek and voluntarily accept.

1184. Throughout the course of their scheme, the Count XLI Defendants caused Ahm Physical Therapy, P.C. to wrongfully obtain from Allstate No-Fault benefit payments totaling at least \$32,570.58 as a direct and proximate result of the unlawful conduct detailed throughout this Complaint.

1185. Under New York law, Roland Rose, D.C., an individual lacking legal authorization to provide, dictate, or receive payment for physical therapy, never had any legal right to control Ahm Physical Therapy, P.C., including its accounts receivable and/or the receipt and disbursement

of any professional physician fees and profits obtained by Ahm Physical Therapy, P.C. or to participate in the operation and management of Ahm Physical Therapy, P.C.

1186. As a direct and proximate result of Roland Rose, D.C.'s unlawful control over Ahm Physical Therapy, P.C. and/or participation in the operation and management of Ahm Physical Therapy, P.C., at no point was Ahm Physical Therapy, P.C. ever eligible for reimbursement under New York's No-Fault Laws.

1187. Throughout the duration of this scheme, the Count XLI Defendants obtained substantial monetary benefits totaling at least \$32,570.58 as the result of their unlawful conduct, benefits that were derived, in part, directly from the No-Fault reimbursement payments that Allstate was wrongfully induced to make to Ahm Physical Therapy, P.C.

1188. Retention of those benefits by the Count XLI Defendants would violate fundamental principles of justice, equity, and good conscience.

COUNT XLII
UNJUST ENRICHMENT

**(Against Smart Inspire Physical Therapy, P.C., Amr Hussein Mostafa, P.T.,
Roland Rose, D.C., Rose Chiropractic Health & Wellness, P.C.,
Christian Bannerman, M.D., Ace Emergent Medical Care, P.C.,
and Zen Property Management, LLC)**

1189. Allstate re-alleges, re-pleads, and incorporates by reference the allegations set forth in paragraphs 1-701 as if set forth fully herein.

1190. As alleged herein, Smart Inspire Physical Therapy, P.C., Amr Hussein Mostafa, P.T., Roland Rose, D.C., Rose Chiropractic Health & Wellness, P.C., Christian Bannerman, M.D., Ace Emergent Medical Care, P.C., and Zen Property Management, LLC (collectively, "Count XLII Defendants") conspired to defraud Allstate through their unlawful management and control of Smart Inspire Physical Therapy, P.C.

1191. As alleged herein, Smart Inspire Physical Therapy, P.C. was never eligible for reimbursement under New York's No-Fault Laws because, at all relevant times, Smart Inspire Physical Therapy, P.C. was unlawfully operated in violation of New York law.

1192. When Allstate paid Smart Inspire Physical Therapy, P.C., Allstate reasonably believed that it was legally obligated to make such payments based upon the misrepresentations and omissions that the Count XLII Defendants, or those persons working under their control, made concerning Smart Inspire Physical Therapy, P.C.'s reimbursement eligibility under New York's No-Fault Laws.

1193. Each and every No-Fault reimbursement payment that Allstate was caused to make to Smart Inspire Physical Therapy, P.C. during the course of the scheme constitutes a benefit that the Count XLII Defendants aggressively caused Smart Inspire Physical Therapy, P.C. to seek and voluntarily accept.

1194. Throughout the course of their scheme, the Count XLII Defendants caused Smart Inspire Physical Therapy, P.C. to wrongfully obtain from Allstate No-Fault benefit payments totaling at least \$137,194.68 as a direct and proximate result of the unlawful conduct detailed throughout this Complaint.

1195. Under New York law, Roland Rose, D.C., an individual lacking legal authorization to provide, dictate, or receive payment for physical therapy, never had any legal right to control Smart Inspire Physical Therapy, P.C., including its accounts receivable and/or the receipt and disbursement of any professional physician fees and profits obtained by Smart Inspire Physical Therapy, P.C. or to participate in the operation and management of Smart Inspire Physical Therapy, P.C.

1196. As a direct and proximate result of Roland Rose, D.C.'s unlawful control over Smart Inspire Physical Therapy, P.C. and/or participation in the operation and management of Smart Inspire Physical Therapy, P.C., at no point was Smart Inspire Physical Therapy, P.C. ever eligible for reimbursement under New York's No-Fault Laws.

1197. Throughout the duration of this scheme, the Count XLII Defendants obtained substantial monetary benefits totaling at least \$137,194.68 as the result of their unlawful conduct, benefits that were derived, in part, directly from the No-Fault reimbursement payments that Allstate was wrongfully induced to make to Smart Inspire Physical Therapy, P.C.

1198. Retention of those benefits by the Count XLII Defendants would violate fundamental principles of justice, equity, and good conscience.

COUNT XLIII
UNJUST ENRICHMENT

**(Against Balanced Rock PT, P.C., Joanna Kulis, P.T., Roland Rose, D.C.,
Rose Chiropractic Health & Wellness, P.C., Christian Bannerman, M.D.,
Ace Emergent Medical Care, P.C., and Zen Property Management, LLC)**

1199. Allstate re-alleges, re-pleads, and incorporates by reference the allegations set forth in paragraphs 1-701 as if set forth fully herein.

1200. As alleged herein, Balanced Rock PT, P.C., Joanna Kulis, P.T., Roland Rose, D.C., Rose Chiropractic Health & Wellness, P.C., Christian Bannerman, M.D., Ace Emergent Medical Care, P.C., and Zen Property Management, LLC (collectively, "Count XLIII Defendants") conspired to defraud Allstate through their unlawful management and control of Balanced Rock PT, P.C.

1201. As alleged herein, Balanced Rock PT, P.C. was never eligible for reimbursement under New York's No-Fault Laws because, at all relevant times, Balanced Rock PT, P.C. was unlawfully operated in violation of New York law.

1202. When Allstate paid Balanced Rock PT, P.C., Allstate reasonably believed that it was legally obligated to make such payments based upon the misrepresentations and omissions that the Count XLIII Defendants, or those persons working under their control, made concerning Balanced Rock PT, P.C.'s reimbursement eligibility under New York's No-Fault Laws.

1203. Each and every No-Fault reimbursement payment that Allstate was caused to make to Balanced Rock PT, P.C. during the course of the scheme constitutes a benefit that the Count XLIII Defendants aggressively caused Balanced Rock PT, P.C. to seek and voluntarily accept.

1204. Throughout the course of their scheme, the Count XLIII Defendants caused Balanced Rock PT, P.C. to wrongfully obtain from Allstate No-Fault benefit payments totaling at least \$41,496.59 as a direct and proximate result of the unlawful conduct detailed throughout this Complaint.

1205. Under New York law, Roland Rose, D.C., an individual lacking legal authorization to provide, dictate, or receive payment for physical therapy, never had any legal right to control Balanced Rock PT, P.C., including its accounts receivable and/or the receipt and disbursement of any professional physician fees and profits obtained by Balanced Rock PT, P.C. or to participate in the operation and management of Balanced Rock PT, P.C.

1206. As a direct and proximate result of Roland Rose, D.C.'s unlawful control over Balanced Rock PT, P.C. and/or participation in the operation and management of Balanced Rock PT, P.C., at no point was Balanced Rock PT, P.C. ever eligible for reimbursement under New York's No-Fault Laws.

1207. Throughout the duration of this scheme, the Count XLIII Defendants obtained substantial monetary benefits totaling at least \$41,496.59 as the result of their unlawful conduct,

benefits that were derived, in part, directly from the No-Fault reimbursement payments that Allstate was wrongfully induced to make to Balanced Rock PT, P.C.

1208. Retention of those benefits by the Count XLIII Defendants would violate fundamental principles of justice, equity, and good conscience.

COUNT XLIV
UNJUST ENRICHMENT

**(Against Dana Care Physical Therapy, P.C., Sungil Hong, P.T., Roland Rose, D.C.,
Rose Chiropractic Health & Wellness, P.C., Christian Bannerman, M.D.,
Ace Emergent Medical Care, P.C., and Zen Property Management, LLC)**

1209. Allstate re-alleges, re-pleads, and incorporates by reference the allegations set forth in paragraphs 1-701 as if set forth fully herein.

1210. As alleged herein, Dana Care Physical Therapy, P.C., Sungil Hong, P.T., Roland Rose, D.C., Rose Chiropractic Health & Wellness, P.C., Christian Bannerman, M.D., Ace Emergent Medical Care, P.C., and Zen Property Management, LLC (collectively, “Count XLIV Defendants”) conspired to defraud Allstate through their unlawful management and control of Dana Care Physical Therapy, P.C.

1211. As alleged herein, Dana Care Physical Therapy, P.C. was never eligible for reimbursement under New York’s No-Fault Laws because, at all relevant times, Dana Care Physical Therapy, P.C. was unlawfully operated in violation of New York law.

1212. When Allstate paid Dana Care Physical Therapy, P.C., Allstate reasonably believed that it was legally obligated to make such payments based upon the misrepresentations and omissions that the Count XLIV Defendants, or those persons working under their control, made concerning Dana Care Physical Therapy, P.C.’s reimbursement eligibility under New York’s No-Fault Laws.

1213. Each and every No-Fault reimbursement payment that Allstate was caused to make to Dana Care Physical Therapy, P.C. during the course of the scheme constitutes a benefit that the Count XLIV Defendants aggressively caused Dana Care Physical Therapy, P.C. to seek and voluntarily accept.

1214. Throughout the course of their scheme, the Count XLIV Defendants caused Dana Care Physical Therapy, P.C. to wrongfully obtain from Allstate No-Fault benefit payments totaling at least \$86,339.04 as a direct and proximate result of the unlawful conduct detailed throughout this Complaint.

1215. Under New York law, Roland Rose, D.C., an individual lacking legal authorization to provide, dictate, or receive payment for physical therapy, never had any legal right to control Dana Care Physical Therapy, P.C., including its accounts receivable and/or the receipt and disbursement of any professional physician fees and profits obtained by Dana Care Physical Therapy, P.C. or to participate in the operation and management of Dana Care Physical Therapy, P.C.

1216. As a direct and proximate result of Roland Rose, D.C.'s unlawful control over Dana Care Physical Therapy, P.C. and/or participation in the operation and management of Dana Care Physical Therapy, P.C., at no point was Dana Care Physical Therapy, P.C. ever eligible for reimbursement under New York's No-Fault Laws.

1217. Throughout the duration of this scheme, the Count XLIV Defendants obtained substantial monetary benefits totaling at least \$86,339.04 as the result of their unlawful conduct, benefits that were derived, in part, directly from the No-Fault reimbursement payments that Allstate was wrongfully induced to make to Dana Care Physical Therapy, P.C.

1218. Retention of those benefits by the Count XLIV Defendants would violate fundamental principles of justice, equity, and good conscience.

COUNT XLV
UNJUST ENRICHMENT
(Against Opus Psychological Services, P.C., Cajetan Uchendu, PsyD,
Roland Rose, D.C., Rose Chiropractic Health & Wellness, P.C.,
and Zen Property Management, LLC)

1219. Allstate re-alleges, re-pleads, and incorporates by reference the allegations set forth in paragraphs 1-701 as if set forth fully herein.

1220. As alleged herein, Opus Psychological Services, P.C., Cajetan Uchendu, PsyD, Roland Rose, D.C., Rose Chiropractic Health & Wellness, P.C., and Zen Property Management, LLC (collectively, “Count XLV Defendants”) conspired to defraud Allstate through their unlawful management and control of Opus Psychological Services, P.C.

1221. As alleged herein, Opus Psychological Services, P.C. was never eligible for reimbursement under New York’s No-Fault Laws because, at all relevant times, Opus Psychological Services, P.C. was unlawfully operated in violation of New York law.

1222. When Allstate paid Opus Psychological Services, P.C., Allstate reasonably believed that it was legally obligated to make such payments based upon the misrepresentations and omissions that the Count XLV Defendants, or those persons working under their control, made concerning Opus Psychological Services, P.C.’s reimbursement eligibility under New York’s No-Fault Laws.

1223. Each and every No-Fault reimbursement payment that Allstate was caused to make to Opus Psychological Services, P.C. during the course of the scheme constitutes a benefit that the Count XLV Defendants aggressively caused Opus Psychological Services, P.C. to seek and voluntarily accept.

1224. Throughout the course of their scheme, the Count XLV Defendants caused Opus Psychological Services, P.C. to wrongfully obtain from Allstate No-Fault benefit payments totaling at least \$288,358.61 as a direct and proximate result of the unlawful conduct detailed throughout this Complaint.

1225. Under New York law, Roland Rose, D.C., an individual lacking legal authorization to provide, dictate, or receive payment for psychological services, never had any legal right to control Opus Psychological Services, P.C., including its accounts receivable and/or the receipt and disbursement of any professional physician fees and profits obtained by Opus Psychological Services, P.C. or to participate in the operation and management of Opus Psychological Services, P.C.

1226. As a direct and proximate result of Roland Rose, D.C.'s unlawful control over Opus Psychological Services, P.C. and/or participation in the operation and management of Opus Psychological Services, P.C., at no point was Opus Psychological Services, P.C. ever eligible for reimbursement under New York's No-Fault Laws.

1227. Throughout the duration of this scheme, the Count XLV Defendants obtained substantial monetary benefits totaling at least \$288,358.61 as the result of their unlawful conduct, benefits that were derived, in part, directly from the No-Fault reimbursement payments that Allstate was wrongfully induced to make to Opus Psychological Services, P.C.

1228. Retention of those benefits by the Count XLV Defendants would violate fundamental principles of justice, equity, and good conscience.

COUNT XLVI
UNJUST ENRICHMENT
(Against Pacem Psychological Services, P.C., Cajetan Uchendu, PsyD,
Roland Rose, D.C., Rose Chiropractic Health & Wellness, P.C.,
and Zen Property Management, LLC)

1229. Allstate re-alleges, re-pleads, and incorporates by reference the allegations set forth in paragraphs 1-701 as if set forth fully herein.

1230. As alleged herein, Pacem Psychological Services, P.C., Cajetan Uchendu, PsyD, Roland Rose, D.C., Rose Chiropractic Health & Wellness, P.C., and Zen Property Management, LLC (collectively, “Count XLVI Defendants”) conspired to defraud Allstate through their unlawful management and control of Pacem Psychological Services, P.C.

1231. As alleged herein, Pacem Psychological Services, P.C. was never eligible for reimbursement under New York’s No-Fault Laws because, at all relevant times, Pacem Psychological Services, P.C. was unlawfully operated in violation of New York law.

1232. When Allstate paid Pacem Psychological Services, P.C., Allstate reasonably believed that it was legally obligated to make such payments based upon the misrepresentations and omissions that the Count XLVI Defendants, or those persons working under their control, made concerning Pacem Psychological Services, P.C.’s reimbursement eligibility under New York’s No-Fault Laws.

1233. Each and every No-Fault reimbursement payment that Allstate was caused to make to Pacem Psychological Services, P.C. during the course of the scheme constitutes a benefit that the Count XLVI Defendants aggressively caused Pacem Psychological Services, P.C. to seek and voluntarily accept.

1234. Throughout the course of their scheme, the Count XLVI Defendants caused Pacem Psychological Services, P.C. to wrongfully obtain from Allstate No-Fault benefit payments

totaling at least \$197,929.93 as a direct and proximate result of the unlawful conduct detailed throughout this Complaint.

1235. Under New York law, Roland Rose, D.C., an individual lacking legal authorization to provide, dictate, or receive payment for psychological services, never had any legal right to control Pacem Psychological Services, P.C., including its accounts receivable and/or the receipt and disbursement of any professional physician fees and profits obtained by Pacem Psychological Services, P.C. or to participate in the operation and management of Pacem Psychological Services, P.C.

1236. As a direct and proximate result of Roland Rose, D.C.'s unlawful control over Pacem Psychological Services, P.C. and/or participation in the operation and management of Pacem Psychological Services, P.C., at no point was Pacem Psychological Services, P.C. ever eligible for reimbursement under New York's No-Fault Laws.

1237. Throughout the duration of this scheme, the Count XLVI Defendants obtained substantial monetary benefits totaling at least \$197,929.93 as the result of their unlawful conduct, benefits that were derived, in part, directly from the No-Fault reimbursement payments that Allstate was wrongfully induced to make to Pacem Psychological Services, P.C.

1238. Retention of those benefits by the Count XLVI Defendants would violate fundamental principles of justice, equity, and good conscience.

COUNT XLVII
UNJUST ENRICHMENT

**(Against Qi Lin Acupuncture, P.C., Le-Zhi Lin, L.Ac., Roland Rose, D.C.,
Rose Chiropractic Health & Wellness, P.C., and Zen Property Management, LLC)**

1239. Allstate re-alleges, re-pleads, and incorporates by reference the allegations set forth in paragraphs 1-701 as if set forth fully herein.

1240. As alleged herein, Qi Lin Acupuncture, P.C., Le-Zhi Lin, L.Ac., Roland Rose, D.C., Rose Chiropractic Health & Wellness, P.C., and Zen Property Management, LLC (collectively, “Count XLVII Defendants”) conspired to defraud Allstate through their unlawful management and control of Qi Lin Acupuncture, P.C.

1241. As alleged herein, Qi Lin Acupuncture, P.C. was never eligible for reimbursement under New York’s No-Fault Laws because, at all relevant times, Qi Lin Acupuncture, P.C. was unlawfully operated in violation of New York law.

1242. When Allstate paid Qi Lin Acupuncture, P.C., Allstate reasonably believed that it was legally obligated to make such payments based upon the misrepresentations and omissions that the Count XLVII Defendants, or those persons working under their control, made concerning Qi Lin Acupuncture, P.C.’s reimbursement eligibility under New York’s No-Fault Laws.

1243. Each and every No-Fault reimbursement payment that Allstate was caused to make to Qi Lin Acupuncture, P.C. during the course of the scheme constitutes a benefit that the Count XLVII Defendants aggressively caused Qi Lin Acupuncture, P.C. to seek and voluntarily accept.

1244. Throughout the course of their scheme, the Count XLVII Defendants caused Qi Lin Acupuncture, P.C. to wrongfully obtain from Allstate No-Fault benefit payments totaling at least \$101,765.42 as a direct and proximate result of the unlawful conduct detailed throughout this Complaint.

1245. Under New York law, Roland Rose, D.C., an individual lacking legal authorization to provide, dictate, or receive payment for acupuncture treatment, never had any legal right to control Qi Lin Acupuncture, P.C., including its accounts receivable and/or the receipt and disbursement of any professional physician fees and profits obtained by Qi Lin Acupuncture, P.C. or to participate in the operation and management of Qi Lin Acupuncture, P.C.

1246. As a direct and proximate result of Roland Rose, D.C.'s unlawful control over Qi Lin Acupuncture, P.C. and/or participation in the operation and management of Qi Lin Acupuncture, P.C., at no point was Qi Lin Acupuncture, P.C. ever eligible for reimbursement under New York's No-Fault Laws.

1247. Throughout the duration of this scheme, the Count XLVII Defendants obtained substantial monetary benefits totaling at least \$101,765.42 as the result of their unlawful conduct, benefits that were derived, in part, directly from the No-Fault reimbursement payments that Allstate was wrongfully induced to make to Qi Lin Acupuncture, P.C.

1248. Retention of those benefits by the Count XLVII Defendants would violate fundamental principles of justice, equity, and good conscience.

COUNT XLVIII
UNJUST ENRICHMENT

**(Against Ye's Acupuncture, P.C., Rui Chun Ye, L.Ac., Roland Rose, D.C.,
Rose Chiropractic Health & Wellness, P.C., and Zen Property Management, LLC)**

1249. Allstate re-alleges, re-pleads, and incorporates by reference the allegations set forth in paragraphs 1-701 as if set forth fully herein.

1250. As alleged herein, Ye's Acupuncture, P.C., Rui Chun Ye, L.Ac., Roland Rose, D.C., Rose Chiropractic Health & Wellness, P.C., and Zen Property Management, LLC (collectively, "Count XLVIII Defendants") conspired to defraud Allstate through their unlawful management and control of Ye's Acupuncture, P.C.

1251. As alleged herein, Ye's Acupuncture, P.C. was never eligible for reimbursement under New York's No-Fault Laws because, at all relevant times, Ye's Acupuncture, P.C. was unlawfully operated in violation of New York law.

1252. When Allstate paid Ye's Acupuncture, P.C., Allstate reasonably believed that it was legally obligated to make such payments based upon the misrepresentations and omissions

that the Count XLVIII Defendants, or those persons working under their control, made concerning Ye's Acupuncture, P.C.'s reimbursement eligibility under New York's No-Fault Laws.

1253. Each and every No-Fault reimbursement payment that Allstate was caused to make to Ye's Acupuncture, P.C. during the course of the scheme constitutes a benefit that the Count XLVIII Defendants aggressively caused Ye's Acupuncture, P.C. to seek and voluntarily accept.

1254. Throughout the course of their scheme, the Count XLVIII Defendants caused Ye's Acupuncture, P.C. to wrongfully obtain from Allstate No-Fault benefit payments totaling at least \$60,889.52 as a direct and proximate result of the unlawful conduct detailed throughout this Complaint.

1255. Under New York law, Roland Rose, D.C., an individual lacking legal authorization to provide, dictate, or receive payment for acupuncture treatment, never had any legal right to control Ye's Acupuncture, P.C., including its accounts receivable and/or the receipt and disbursement of any professional physician fees and profits obtained by Ye's Acupuncture, P.C. or to participate in the operation and management of Ye's Acupuncture, P.C.

1256. As a direct and proximate result of Roland Rose, D.C.'s unlawful control over Ye's Acupuncture, P.C. and/or participation in the operation and management of Ye's Acupuncture, P.C., at no point was Ye's Acupuncture, P.C. ever eligible for reimbursement under New York's No-Fault Laws.

1257. Throughout the duration of this scheme, the Count XLVIII Defendants obtained substantial monetary benefits totaling at least \$60,889.52 as the result of their unlawful conduct, benefits that were derived, in part, directly from the No-Fault reimbursement payments that Allstate was wrongfully induced to make to Ye's Acupuncture, P.C.

1258. Retention of those benefits by the Count XLVIII Defendants would violate fundamental principles of justice, equity, and good conscience.

COUNT XLIX
UNJUST ENRICHMENT
**(Against Altai Corporation d/b/a Get Ready Med Supply, Ariel Kandhorov,
Roland Rose, D.C., Rose Chiropractic Health & Wellness, P.C.,
Christian Bannerman, M.D., and Ace Emergent Medical Care, P.C.)**

1259. Allstate re-alleges, re-pleads, and incorporates by reference the allegations set forth in paragraphs 1-701 as if set forth fully herein.

1260. As alleged herein, Defendants Altai Corporation d/b/a Get Ready Med Supply, Ariel Kandhorov, Roland Rose, D.C., Rose Chiropractic Health & Wellness, P.C., Christian Bannerman, M.D., and Ace Emergent Medical Care, P.C. (collectively, “Count XLIX Defendants”) conspired to defraud Allstate by obtaining payment for DME items that were prescribed and dispensed to Allstate claimants in connection with unlawful patient referral arrangements involving Altai Corporation d/b/a Get Ready Med Supply (“Altai Corporation”).

1261. As alleged herein, Altai Corporation was not eligible for reimbursement under New York’s No-Fault Laws in connection with certain claims because the underlying DME items were prescribed and dispensed to Allstate claimants according to unlawful patient referral arrangements.

1262. When Allstate made No-Fault benefit payments to Altai Corporation, Allstate reasonably believed that it was legally obligated to make such payments based upon the misrepresentations and omissions that the Count XLIX Defendants, or those persons working under their control, made concerning Altai Corporation’s reimbursement eligibility under New York’s No-Fault Laws.

1263. Payments that Allstate was caused to make to Altai Corporation during the course of this scheme constitutes a benefit that the Count XLIX Defendants aggressively caused Altai Corporation to seek and voluntarily accept.

1264. Throughout the course of their scheme, the Count XLIX Defendants caused Altai Corporation to wrongfully obtain from Allstate No-Fault benefit payments totaling over \$75,791.36 as a direct and proximate result of the unlawful conduct detailed throughout this Complaint.

1265. As a direct and proximate result of the Count XLIX Defendants' unlawful conduct alleged herein, Altai Corporation was not eligible for reimbursement under New York's No-Fault Laws.

1266. Throughout the duration of this scheme, the Count XLIX Defendants obtained substantial monetary benefits totaling at least \$75,791.36 as the 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 Altai Corporation.

1267. Retention of those benefits by the Count XLIX Defendants would violate fundamental principles of justice, equity and good conscience.

COUNT L
UNJUST ENRICHMENT
**(Against Aspire Medical Supplies, LLC, Nichole McLeod, Roland Rose, D.C.,
and Rose Chiropractic Health & Wellness, P.C.)**

1268. Allstate re-alleges, re-pleads, and incorporates by reference the allegations set forth in paragraphs 1-701 as if set forth fully herein.

1269. As alleged herein, Defendants Aspire Medical Supplies, LLC, Nichole McLeod, Roland Rose, D.C., and Rose Chiropractic Health & Wellness, P.C. (collectively, "Count L Defendants") conspired to defraud Allstate by obtaining payment for DME items that were

prescribed and dispensed to Allstate claimants in connection with unlawful patient referral arrangements involving Aspire Medical Supplies, LLC (“Aspire Medical Supplies”).

1270. As alleged herein, Aspire Medical Supplies was not eligible for reimbursement under New York’s No-Fault Laws in connection with certain claims because the underlying DME items were prescribed and dispensed to Allstate claimants according to unlawful patient referral arrangements.

1271. When Allstate made No-Fault benefit payments to Aspire Medical Supplies, Allstate reasonably believed that it was legally obligated to make such payments based upon the misrepresentations and omissions that the Count L Defendants, or those persons working under their control, made concerning Aspire Medical Supplies’ reimbursement eligibility under New York’s No-Fault Laws.

1272. Payments that Allstate was caused to make to Aspire Medical Supplies during the course of this scheme constitutes a benefit that the Count L Defendants aggressively caused Aspire Medical Supplies to seek and voluntarily accept.

1273. Throughout the course of their scheme, the Count L Defendants caused Aspire Medical Supplies to wrongfully obtain from Allstate No-Fault benefit payments totaling over \$16,026.18 as a direct and proximate result of the unlawful conduct detailed throughout this Complaint.

1274. As a direct and proximate result of the Count L Defendants’ unlawful conduct alleged herein, Aspire Medical Supplies was not eligible for reimbursement under New York’s No-Fault Laws.

1275. Throughout the duration of this scheme, the Count L Defendants obtained substantial monetary benefits totaling at least \$16,026.18 as the 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 Aspire Medical Supplies.

1276. Retention of those benefits by the Count L Defendants would violate fundamental principles of justice, equity and good conscience.

COUNT LI
DECLARATORY RELIEF UNDER 28 U.S.C. § 2201
(Against Rose Chiropractic Health & Wellness, P.C.)

1277. Allstate re-alleges, re-pleads, and incorporates by reference the allegations set forth in paragraphs 1-701 as if set forth fully herein.

1278. An assignee provider of healthcare services is only eligible to receive assigned No-Fault benefits for treatments, tests, and services that are medically necessary.

1279. In view of its billing for medically unnecessary and excessive healthcare services, Rose Chiropractic Health & Wellness, P.C. has, at all relevant times, has been operating in violation of one or more New York State law (including, but not limited to, New York Insurance Law and the regulations promulgated pursuant thereto (and other statutory provisions)), and thus has no standing to submit or receive assigned No-Fault benefits.

1280. Rose Chiropractic Health & Wellness, P.C. continues to submit assigned No-Fault claims to Allstate demanding payment, and other assigned No-Fault claims remain pending with Allstate.

1281. Rose Chiropractic Health & Wellness, P.C. continues to challenge Allstate's prior claim denials.

1282. Rose Chiropractic Health & Wellness, P.C. continues to commence legal action, including arbitrations filed with the American Arbitration Association, against Allstate seeking payment of No-Fault benefits allegedly due and owing.

1283. A justifiable controversy exists between Allstate and Rose Chiropractic Health & Wellness, P.C. because Rose Chiropractic Health & Wellness, P.C. rejects Allstate's ability to deny such claims.

1284. Allstate has no adequate remedy at law.

1285. Rose Chiropractic Health & Wellness, P.C. also will continue to bill Allstate for No-Fault benefit payments absent a declaration by this Court that its activities are unlawful, and that Allstate has no obligation to pay the pending, previously denied, and/or future No-Fault claims submitted by Rose Chiropractic Health & Wellness, P.C. Accordingly, Allstate requests a judgment pursuant to the Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202, declaring that (a) Rose Chiropractic Health & Wellness, P.C. has no standing to seek, collect, or retain any payments made by Allstate in connection with assigned No-Fault benefits, and (b) that Allstate has no legal obligation to make any payment on any unpaid or otherwise pending bills that have been submitted to Allstate by, or on behalf of, Rose Chiropractic Health & Wellness, P.C.

COUNT LII
DECLARATORY RELIEF UNDER 28 U.S.C. § 2201
(Against Ace Emergent Medical Care, P.C.)

1286. Allstate re-alleges, re-pleads, and incorporates by reference the allegations set forth in paragraphs 1-701 as if set forth fully herein.

1287. An assignee provider of healthcare services is only eligible to receive assigned No-Fault benefits for treatments, tests, and services that are medically necessary.

1288. In view of its (a) unlawful control by one or more non-physicians (i.e., Roland Rose, D.C.), (b) unlawful sharing of professional physician fees with one or more non-physicians (i.e., Roland Rose, D.C.), and (c) billing for medically unnecessary and excessive healthcare services, Ace Emergent Medical Care, P.C. has, at all relevant times, been operating in violation

of one or more New York State law (including, but not limited to, New York Insurance Law and the regulations promulgated pursuant thereto (and other statutory provisions)), and thus has no standing to submit or receive assigned No-Fault benefits.

1289. Ace Emergent Medical Care, P.C. continues to submit assigned No-Fault claims to Allstate demanding payment, and other assigned No-Fault claims remain pending with Allstate.

1290. Ace Emergent Medical Care, P.C. continues to challenge Allstate's prior claim denials.

1291. Ace Emergent Medical Care, P.C. continues to commence legal action, including arbitrations filed with the American Arbitration Association, against Allstate seeking payment of No-Fault benefits allegedly due and owing.

1292. A justifiable controversy exists between Allstate and Ace Emergent Medical Care, P.C. because Ace Emergent Medical Care, P.C. rejects Allstate's ability to deny such claims.

1293. Allstate has no adequate remedy at law.

1294. Ace Emergent Medical Care, P.C. also will continue to bill Allstate for No-Fault benefit payments absent a declaration by this Court that its activities are unlawful, and that Allstate has no obligation to pay the pending, previously denied, and/or future No-Fault claims submitted by Ace Emergent Medical Care, P.C.

1295. Accordingly, Allstate requests a judgment pursuant to the Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202, declaring that (a) Ace Emergent Medical Care, P.C. has no standing to seek, collect, or retain any payments made by Allstate in connection with assigned No-Fault benefits, and (b) that Allstate has no legal obligation to make any payment on any unpaid or otherwise pending bills that have been submitted to Allstate by, or on behalf of, Ace Emergent Medical Care, P.C.

COUNT LIII
DECLARATORY RELIEF UNDER 28 U.S.C. § 2201
(Against Ahm Physical Therapy, P.C.)

1296. Allstate re-alleges, re-pleads, and incorporates by reference the allegations set forth in paragraphs 1-701 as if set forth fully herein.

1297. An assignee provider of healthcare services is only eligible to receive assigned No-Fault benefits for treatments, tests, and services that are medically necessary.

1298. In view of its (a) unlawful control by one or more non-physicians (i.e., Roland Rose, D.C.), (b) unlawful sharing of professional physician fees with one or more non-physicians (i.e., Roland Rose, D.C.), and (c) billing for medically unnecessary and excessive physical therapy treatment, Ahm Physical Therapy, P.C. has, at all relevant times, been operating in violation of one or more New York State law (including, but not limited to, New York Insurance Law and the regulations promulgated pursuant thereto (and other statutory provisions)), and thus has no standing to submit or receive assigned No-Fault benefits.

1299. Ahm Physical Therapy, P.C. continues to submit assigned No-Fault claims to Allstate demanding payment, and other assigned No-Fault claims remain pending with Allstate.

1300. Ahm Physical Therapy, P.C. continues to challenge Allstate's prior claim denials.

1301. Ahm Physical Therapy, P.C. continues to commence legal action, including arbitrations filed with the American Arbitration Association, against Allstate seeking payment of No-Fault benefits allegedly due and owing.

1302. A justifiable controversy exists between Allstate and Ahm Physical Therapy, P.C. because Ahm Physical Therapy, P.C. rejects Allstate's ability to deny such claims.

1303. Allstate has no adequate remedy at law.

1304. Ahm Physical Therapy, P.C. also will continue to bill Allstate for No-Fault benefit payments absent a declaration by this Court that its activities are unlawful, and that Allstate has no obligation to pay the pending, previously denied, and/or future No-Fault claims submitted by Ahm Physical Therapy, P.C.

1305. Accordingly, Allstate requests a judgment pursuant to the Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202, declaring that (a) Ahm Physical Therapy, P.C. has no standing to seek, collect, or retain any payments made by Allstate in connection with assigned No-Fault benefits, and (b) that Allstate has no legal obligation to make any payment on any unpaid or otherwise pending bills that have been submitted to Allstate by, or on behalf of, Ahm Physical Therapy, P.C.

COUNT LIV
DECLARATORY RELIEF UNDER 28 U.S.C. § 2201
(Against Smart Inspire Physical Therapy, P.C.)

1306. Allstate re-alleges, re-pleads, and incorporates by reference the allegations set forth in paragraphs 1-701 as if set forth fully herein.

1307. An assignee provider of healthcare services is only eligible to receive assigned No-Fault benefits for treatments, tests, and services that are medically necessary.

1308. In view of its (a) unlawful control by one or more non-physicians (i.e., Roland Rose, D.C.), (b) unlawful sharing of professional physician fees with one or more non-physicians (i.e., Roland Rose, D.C.), and (c) billing for medically unnecessary and excessive physical therapy treatment, Smart Inspire Physical Therapy, P.C. has, at all relevant times, been operating in violation of one or more New York State law (including, but not limited to, New York Insurance Law and the regulations promulgated pursuant thereto (and other statutory provisions)), and thus has no standing to submit or receive assigned No-Fault benefits.

1309. Smart Inspire Physical Therapy, P.C. continues to submit assigned No-Fault claims to Allstate demanding payment, and other assigned No-Fault claims remain pending with Allstate.

1310. Smart Inspire Physical Therapy, P.C. continues to challenge Allstate's prior claim denials.

1311. Smart Inspire Physical Therapy, P.C. continues to commence legal action, including arbitrations filed with the American Arbitration Association, against Allstate seeking payment of No-Fault benefits allegedly due and owing.

1312. A justifiable controversy exists between Allstate and Smart Inspire Physical Therapy, P.C. because Smart Inspire Physical Therapy, P.C. rejects Allstate's ability to deny such claims.

1313. Allstate has no adequate remedy at law.

1314. Smart Inspire Physical Therapy, P.C. also will continue to bill Allstate for No-Fault benefit payments absent a declaration by this Court that its activities are unlawful, and that Allstate has no obligation to pay the pending, previously denied, and/or future No-Fault claims submitted by Smart Inspire Physical Therapy, P.C.

1315. Accordingly, Allstate requests a judgment pursuant to the Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202, declaring that (a) Smart Inspire Physical Therapy, P.C. has no standing to seek, collect, or retain any payments made by Allstate in connection with assigned No-Fault benefits, and (b) that Allstate has no legal obligation to make any payment on any unpaid or otherwise pending bills that have been submitted to Allstate by, or on behalf of, Smart Inspire Physical Therapy, P.C.

COUNT LV
DECLARATORY RELIEF UNDER 28 U.S.C. § 2201
(Against Balanced Rock PT, P.C.)

1316. Allstate re-alleges, re-pleads, and incorporates by reference the allegations set forth in paragraphs 1-701 as if set forth fully herein.

1317. An assignee provider of healthcare services is only eligible to receive assigned No-Fault benefits for treatments, tests, and services that are medically necessary.

1318. In view of its (a) unlawful control by one or more non-physicians (i.e., Roland Rose, D.C.), (b) unlawful sharing of professional physician fees with one or more non-physicians (i.e., Roland Rose, D.C.), and (c) billing for medically unnecessary and excessive physical therapy treatment, Balanced Rock PT, P.C. has, at all relevant times, been operating in violation of one or more New York State law (including, but not limited to, New York Insurance Law and the regulations promulgated pursuant thereto (and other statutory provisions)), and thus has no standing to submit or receive assigned No-Fault benefits.

1319. Balanced Rock PT, P.C. continues to submit assigned No-Fault claims to Allstate demanding payment, and other assigned No-Fault claims remain pending with Allstate.

1320. Balanced Rock PT, P.C. continues to challenge Allstate's prior claim denials.

1321. Balanced Rock PT, P.C. continues to commence legal action, including arbitrations filed with the American Arbitration Association, against Allstate seeking payment of No-Fault benefits allegedly due and owing.

1322. A justifiable controversy exists between Allstate and Balanced Rock PT, P.C. because Balanced Rock PT, P.C. rejects Allstate's ability to deny such claims.

1323. Allstate has no adequate remedy at law.

1324. Balanced Rock PT, P.C. also will continue to bill Allstate for No-Fault benefit payments absent a declaration by this Court that its activities are unlawful, and that Allstate has no obligation to pay the pending, previously denied, and/or future No-Fault claims submitted by Balanced Rock PT, P.C.

1325. Accordingly, Allstate requests a judgment pursuant to the Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202, declaring that (a) Balanced Rock PT, P.C. has no standing to seek, collect, or retain any payments made by Allstate in connection with assigned No-Fault benefits, and (b) that Allstate has no legal obligation to make any payment on any unpaid or otherwise pending bills that have been submitted to Allstate by, or on behalf of, Balanced Rock PT, P.C.

COUNT LVI
DECLARATORY RELIEF UNDER 28 U.S.C. § 2201
(Against Dana Care Physical Therapy, P.C.)

1326. Allstate re-alleges, re-pleads, and incorporates by reference the allegations set forth in paragraphs 1-701 as if set forth fully herein.

1327. An assignee provider of healthcare services is only eligible to receive assigned No-Fault benefits for treatments, tests, and services that are medically necessary.

1328. In view of its (a) unlawful control by one or more non-physicians (i.e., Roland Rose, D.C.), (b) unlawful sharing of professional physician fees with one or more non-physicians (i.e., Roland Rose, D.C.), and (c) billing for medically unnecessary and excessive physical therapy treatment, Dana Care Physical Therapy, P.C. has, at all relevant times, been operating in violation of one or more New York State law (including, but not limited to, New York Insurance Law and the regulations promulgated pursuant thereto (and other statutory provisions)), and thus has no standing to submit or receive assigned No-Fault benefits.

1329. Dana Care Physical Therapy, P.C. continues to submit assigned No-Fault claims to Allstate demanding payment, and other assigned No-Fault claims remain pending with Allstate.

1330. Dana Care Physical Therapy, P.C. continues to challenge Allstate's prior claim denials.

1331. Dana Care Physical Therapy, P.C. continues to commence legal action, including arbitrations filed with the American Arbitration Association, against Allstate seeking payment of No-Fault benefits allegedly due and owing.

1332. A justifiable controversy exists between Allstate and Dana Care Physical Therapy, P.C. because Dana Care Physical Therapy, P.C. rejects Allstate's ability to deny such claims.

1333. Allstate has no adequate remedy at law.

1334. Dana Care Physical Therapy, P.C. also will continue to bill Allstate for No-Fault benefit payments absent a declaration by this Court that its activities are unlawful, and that Allstate has no obligation to pay the pending, previously denied, and/or future No-Fault claims submitted by Dana Care Physical Therapy, P.C.

1335. Accordingly, Allstate requests a judgment pursuant to the Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202, declaring that (a) Dana Care Physical Therapy, P.C. has no standing to seek, collect, or retain any payments made by Allstate in connection with assigned No-Fault benefits, and (b) that Allstate has no legal obligation to make any payment on any unpaid or otherwise pending bills that have been submitted to Allstate by, or on behalf of, Dana Care Physical Therapy, P.C.

COUNT LVII
DECLARATORY RELIEF UNDER 28 U.S.C. § 2201
(Against Opus Psychological Services, P.C.)

1336. Allstate re-alleges, re-pleads, and incorporates by reference the allegations set forth in paragraphs 1-701 as if set forth fully herein.

1337. An assignee provider of healthcare services is only eligible to receive assigned No-Fault benefits for treatments, tests, and services that are medically necessary.

1338. In view of its (a) unlawful control by one or more non-physicians (i.e., Roland Rose, D.C.), (b) unlawful sharing of professional physician fees with one or more non-physicians (i.e., Roland Rose, D.C.), and (c) billing for medically unnecessary and excessive psychological services, Opus Psychological Services, P.C. has, at all relevant times, been operating in violation of one or more New York State law (including, but not limited to, New York Insurance Law and the regulations promulgated pursuant thereto (and other statutory provisions)), and thus has no standing to submit or receive assigned No-Fault benefits.

1339. Opus Psychological Services, P.C. continues to submit assigned No-Fault claims to Allstate demanding payment, and other assigned No-Fault claims remain pending with Allstate.

1340. Opus Psychological Services, P.C. continues to challenge Allstate's prior claim denials.

1341. Opus Psychological Services, P.C. continues to commence legal action, including arbitrations filed with the American Arbitration Association, against Allstate seeking payment of No-Fault benefits allegedly due and owing.

1342. A justifiable controversy exists between Allstate and Opus Psychological Services, P.C. because Opus Psychological Services, P.C. rejects Allstate's ability to deny such claims.

1343. Allstate has no adequate remedy at law.

1344. Opus Psychological Services, P.C. also will continue to bill Allstate for No-Fault benefit payments absent a declaration by this Court that its activities are unlawful, and that Allstate has no obligation to pay the pending, previously denied, and/or future No-Fault claims submitted by Opus Psychological Services, P.C.

1345. Accordingly, Allstate requests a judgment pursuant to the Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202, declaring that (a) Opus Psychological Services, P.C. has no standing to seek, collect, or retain any payments made by Allstate in connection with assigned No-Fault benefits, and (b) that Allstate has no legal obligation to make any payment on any unpaid or otherwise pending bills that have been submitted to Allstate by, or on behalf of, Opus Psychological Services, P.C.

COUNT LVIII
DECLARATORY RELIEF UNDER 28 U.S.C. § 2201
(Against Pacem Psychological Services, P.C.)

1346. Allstate re-alleges, re-pleads, and incorporates by reference the allegations set forth in paragraphs 1-701 as if set forth fully herein.

1347. An assignee provider of healthcare services is only eligible to receive assigned No-Fault benefits for treatments, tests, and services that are medically necessary.

1348. In view of its (a) unlawful control by one or more non-physicians (i.e., Roland Rose, D.C.), (b) unlawful sharing of professional physician fees with one or more non-physicians (i.e., Roland Rose, D.C.), and (c) billing for medically unnecessary and excessive psychological services, Pacem Psychological Services, P.C. has, at all relevant times, been operating in violation of one or more New York State law (including, but not limited to, New York Insurance Law and the regulations promulgated pursuant thereto (and other statutory provisions)), and thus has no standing to submit or receive assigned No-Fault benefits.

1349. Pacem Psychological Services, P.C. continues to submit assigned No-Fault claims to Allstate demanding payment, and other assigned No-Fault claims remain pending with Allstate.

1350. Pacem Psychological Services, P.C. continues to challenge Allstate's prior claim denials.

1351. Pacem Psychological Services, P.C. continues to commence legal action, including arbitrations filed with the American Arbitration Association, against Allstate seeking payment of No-Fault benefits allegedly due and owing.

1352. A justifiable controversy exists between Allstate and Pacem Psychological Services, P.C. because Pacem Psychological Services, P.C. rejects Allstate's ability to deny such claims.

1353. Allstate has no adequate remedy at law.

1354. Pacem Psychological Services, P.C. also will continue to bill Allstate for No-Fault benefit payments absent a declaration by this Court that its activities are unlawful, and that Allstate has no obligation to pay the pending, previously denied, and/or future No-Fault claims submitted by Pacem Psychological Services, P.C.

1355. Accordingly, Allstate requests a judgment pursuant to the Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202, declaring that (a) Pacem Psychological Services, P.C. has no standing to seek, collect, or retain any payments made by Allstate in connection with assigned No-Fault benefits, and (b) that Allstate has no legal obligation to make any payment on any unpaid or otherwise pending bills that have been submitted to Allstate by, or on behalf of, Pacem Psychological Services, P.C.

COUNT LIX
DECLARATORY RELIEF UNDER 28 U.S.C. § 2201
(Against Qi Lin Acupuncture, P.C.)

1356. Allstate re-alleges, re-pleads, and incorporates by reference the allegations set forth in paragraphs 1-701 as if set forth fully herein.

1357. An assignee provider of healthcare services is only eligible to receive assigned No-Fault benefits for treatments, tests, and services that are medically necessary.

1358. In view of its (a) unlawful control by one or more non-physicians (i.e., Roland Rose, D.C.), (b) unlawful sharing of professional physician fees with one or more non-physicians (i.e., Roland Rose, D.C.), and (c) billing for medically unnecessary and excessive acupuncture treatment, Qi Lin Acupuncture, P.C. has, at all relevant times, been operating in violation of one or more New York State law (including, but not limited to, New York Insurance Law and the regulations promulgated pursuant thereto (and other statutory provisions)), and thus has no standing to submit or receive assigned No-Fault benefits.

1359. Qi Lin Acupuncture, P.C. continues to submit assigned No-Fault claims to Allstate demanding payment, and other assigned No-Fault claims remain pending with Allstate.

1360. Qi Lin Acupuncture, P.C. continues to challenge Allstate's prior claim denials.

1361. Qi Lin Acupuncture, P.C. continues to commence legal action, including arbitrations filed with the American Arbitration Association, against Allstate seeking payment of No-Fault benefits allegedly due and owing.

1362. A justifiable controversy exists between Allstate and Qi Lin Acupuncture, P.C. because Qi Lin Acupuncture, P.C. rejects Allstate's ability to deny such claims.

1363. Allstate has no adequate remedy at law.

1364. Qi Lin Acupuncture, P.C. also will continue to bill Allstate for No-Fault benefit payments absent a declaration by this Court that its activities are unlawful, and that Allstate has no obligation to pay the pending, previously denied, and/or future No-Fault claims submitted by Qi Lin Acupuncture, P.C.

1365. Accordingly, Allstate requests a judgment pursuant to the Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202, declaring that (a) Qi Lin Acupuncture, P.C. has no standing to seek, collect, or retain any payments made by Allstate in connection with assigned No-Fault benefits, and (b) that Allstate has no legal obligation to make any payment on any unpaid or otherwise pending bills that have been submitted to Allstate by, or on behalf of, Qi Lin Acupuncture, P.C.

COUNT LX
DECLARATORY RELIEF UNDER 28 U.S.C. § 2201
(Against Ye's Acupuncture, P.C.)

1366. Allstate re-alleges, re-pleads, and incorporates by reference the allegations set forth in paragraphs 1-701 as if set forth fully herein.

1367. An assignee provider of healthcare services is only eligible to receive assigned No-Fault benefits for treatments, tests, and services that are medically necessary.

1368. In view of its (a) unlawful control by one or more non-physicians (i.e., Roland Rose, D.C.), (b) unlawful sharing of professional physician fees with one or more non-physicians (i.e., Roland Rose, D.C.), and (c) billing for medically unnecessary and excessive acupuncture treatment, Ye's Acupuncture, P.C. has, at all relevant times, been operating in violation of one or more New York State law (including, but not limited to, New York Insurance Law and the regulations promulgated pursuant thereto (and other statutory provisions)), and thus has no standing to submit or receive assigned No-Fault benefits.

1369. Ye's Acupuncture, P.C. continues to submit assigned No-Fault claims to Allstate demanding payment, and other assigned No-Fault claims remain pending with Allstate.

1370. Ye's Acupuncture, P.C. continues to challenge Allstate's prior claim denials.

1371. Ye's Acupuncture, P.C. continues to commence legal action, including arbitrations filed with the American Arbitration Association, against Allstate seeking payment of No-Fault benefits allegedly due and owing.

1372. A justifiable controversy exists between Allstate and Ye's Acupuncture, P.C. because Ye's Acupuncture, P.C. rejects Allstate's ability to deny such claims.

1373. Allstate has no adequate remedy at law.

1374. Ye's Acupuncture, P.C. also will continue to bill Allstate for No-Fault benefit payments absent a declaration by this Court that its activities are unlawful, and that Allstate has no obligation to pay the pending, previously denied, and/or future No-Fault claims submitted by Ye's Acupuncture, P.C.

1375. Accordingly, Allstate requests a judgment pursuant to the Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202, declaring that (a) Ye's Acupuncture, P.C. has no standing to seek, collect, or retain any payments made by Allstate in connection with assigned No-Fault benefits, and (b) that Allstate has no legal obligation to make any payment on any unpaid or otherwise pending bills that have been submitted to Allstate by, or on behalf of, Ye's Acupuncture, P.C.

COUNT LXI
DECLARATORY RELIEF UNDER 28 U.S.C. § 2201
(Against Altai Corporation d/b/a Get Ready Med Supply)

1376. Allstate re-alleges, re-pleads, and incorporates by reference the allegations set forth in paragraphs 1-701 as if set forth fully herein.

1377. 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.

1378. In view of the unlawful patient referral and kickback payment scheme described herein, Altai Corporation d/b/a Get Ready Med Supply was caused to operate in violation of one or more New York State or local licensing requirements necessary to provide pharmacy and DME services (including, but not limited to, New York Public Health Law and New York Insurance Law (and other statutory provisions)), and thus has no standing to seek or collect No-Fault benefit payments from Allstate in connection with certain No-Fault benefit claims that were assigned to Altai Corporation d/b/a Get Ready Med Supply.

1379. Altai Corporation d/b/a Get Ready Med Supply continues to submit assigned No-Fault claims to Allstate demanding payment, and other assigned No-Fault claims remain pending with Allstate.

1380. Altai Corporation d/b/a Get Ready Med Supply continues to challenge Allstate's prior claim denials.

1381. Altai Corporation d/b/a Get Ready Med Supply continues to commence litigation against Allstate seeking payment of No-Fault benefits allegedly due and owing.

1382. A justifiable controversy exists between Allstate and Altai Corporation d/b/a Get Ready Med Supply because Altai Corporation d/b/a Get Ready Med Supply rejects Allstate's ability to deny such claims.

1383. Allstate has no adequate remedy at law.

1384. Altai Corporation d/b/a Get Ready Med Supply will also continue to demand No-Fault benefit payments from Allstate absent a declaration by this Court that its activities are

unlawful, and that Allstate has no obligation to pay certain No-Fault claims submitted by Altai Corporation d/b/a Get Ready Med Supply

1385. Accordingly, Allstate requests a judgment pursuant to the Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202, declaring that Altai Corporation d/b/a Get Ready Med Supply dispensed DME items to Allstate claimants according to unlawful patient referral arrangements and thus has no standing to submit or receive assigned No-Fault benefits in connection with any such claims.

COUNT LXII
DECLARATORY RELIEF UNDER 28 U.S.C. § 2201
(Against Aspire Medical Supplies, LLC)

1386. Allstate re-alleges, re-pleads, and incorporates by reference the allegations set forth in paragraphs 1-701 as if set forth fully herein.

1387. 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.

1388. In view of the unlawful patient referral and kickback payment scheme described herein, Aspire Medical Supplies, LLC was caused to operate in violation of one or more New York State or local licensing requirements necessary to provide pharmacy and DME services (including, but not limited to, New York Public Health Law and New York Insurance Law (and other statutory provisions)), and thus has no standing to seek or collect No-Fault benefit payments from Allstate in connection with certain No-Fault benefit claims that were assigned to Aspire Medical Supplies, LLC.

1389. Aspire Medical Supplies, LLC continues to submit assigned No-Fault claims to Allstate demanding payment, and other assigned No-Fault claims remain pending with Allstate.

1390. Aspire Medical Supplies, LLC continues to challenge Allstate's prior claim denials.

1391. Aspire Medical Supplies, LLC continues to commence litigation against Allstate seeking payment of No-Fault benefits allegedly due and owing.

1392. A justifiable controversy exists between Allstate and Aspire Medical Supplies, LLC because Aspire Medical Supplies, LLC rejects Allstate's ability to deny such claims.

1393. Allstate has no adequate remedy at law.

1394. Aspire Medical Supplies, LLC will also continue to demand No-Fault benefit payments from Allstate absent a declaration by this Court that its activities are unlawful, and that Allstate has no obligation to pay certain No-Fault claims submitted by Aspire Medical Supplies, LLC

1395. Accordingly, Allstate requests a judgment pursuant to the Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202, declaring that Aspire Medical Supplies, LLC dispensed DME items to Allstate claimants according to unlawful patient referral arrangements and thus has no standing to submit or receive assigned No-Fault benefits in connection with any such claims.

XI. DEMAND FOR RELIEF

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

COUNT I

VIOLATIONS OF 18 U.S.C. § 1962(c)

ROSE CHIROPRACTIC HEALTH & WELLNESS, P.C. ENTERPRISE

(Against Roland Rose, D.C., Christian Bannerman, M.D., Ace Emergent Medical Care, P.C., Amr Hussein Mostafa, P.T., Ahm Physical Therapy, P.C., Smart Inspire Physical Therapy, P.C., Joanna Kulis, P.T., Balanced Rock PT, P.C., Sun Il Hong, P.T., Dana Care Physical Therapy, P.C., Cajetan Uchendu, PsyD, Opus Psychological Services, P.C., Pacem Psychological Services, P.C., Le-Zhi Lin, L.Ac., Qi Lin Acupuncture, P.C., Rui Chun Ye, L.Ac., Ye's Acupuncture, P.C., Ariel Kandhorov, Altai Corporation d/b/a Get Ready Med Supply, Nichole McLeod, Aspire Medical Supplies, LLC, and Zen Property Management, LLC)

- (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 attorneys' fees;
- (c) GRANT injunctive relief enjoining the defendants from engaging in the wrongful conduct alleged in this Complaint; and
- (d) GRANT all other relief this Court deems just.

COUNT II

VIOLATIONS OF 18 U.S.C. § 1962(d)

ROSE CHIROPRACTIC HEALTH & WELLNESS, P.C. ENTERPRISE

(Against Roland Rose, D.C., Christian Bannerman, M.D., Ace Emergent Medical Care, P.C., Amr Hussein Mostafa, P.T., Ahm Physical Therapy, P.C., Smart Inspire Physical Therapy, P.C., Joanna Kulis, P.T., Balanced Rock PT, P.C., Sun Il Hong, P.T., Dana Care Physical Therapy, P.C., Cajetan Uchendu, PsyD, Opus Psychological Services, P.C., Pacem Psychological Services, P.C., Le-Zhi Lin, L.Ac., Qi Lin Acupuncture, P.C., Rui Chun Ye, L.Ac., Ye's Acupuncture, P.C., Ariel Kandhorov, Altai Corporation d/b/a Get Ready Med Supply, Nichole McLeod, Aspire Medical Supplies, LLC, and Zen Property Management, LLC)

- (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)

ACE EMERGENT MEDICAL CARE, P.C. ENTERPRISE

**(Against Roland Rose, D.C., Rose Chiropractic Health & Wellness, P.C.,
Christian Bannerman, M.D., and Zen Property Management, LLC)**

- (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 attorneys' fees;
- (c) GRANT injunctive relief enjoining the defendants from engaging in the wrongful conduct alleged in this Complaint; and
- (d) GRANT all other relief this Court deems just.

COUNT IV

VIOLATIONS OF 18 U.S.C. § 1962(d)

ACE EMERGENT MEDICAL CARE, P.C. ENTERPRISE

**(Against Roland Rose, D.C., Rose Chiropractic Health & Wellness, P.C.,
Christian Bannerman, M.D., and Zen Property Management, LLC)**

- (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)

AHM PHYSICAL THERAPY, P.C. ENTERPRISE

**(Against Roland Rose, D.C., Rose Chiropractic Health & Wellness, P.C.,
Christian Bannerman, M.D., Ace Emergent Medical Care, P.C.,
Amr Hussein Mostafa, P.T., and Zen Property Management, LLC)**

- (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 attorneys' fees;

- (c) GRANT injunctive relief enjoining the defendants from engaging in the wrongful conduct alleged in this Complaint; and
- (d) GRANT all other relief this Court deems just.

COUNT VI
VIOLATIONS OF 18 U.S.C. § 1962(d)
AHM PHYSICAL THERAPY, P.C. ENTERPRISE
(Against Roland Rose, D.C., Rose Chiropractic Health & Wellness, P.C.,
Christian Bannerman, M.D., Ace Emergent Medical Care, P.C.,
Amr Hussein Mostafa, P.T., and Zen Property Management, LLC)

- (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
VIOLATIONS OF 18 U.S.C. § 1962(c)
SMART INSPIRE PHYSICAL THERAPY, P.C. ENTERPRISE
(Against Roland Rose, D.C., Rose Chiropractic Health & Wellness, P.C.,
Christian Bannerman, M.D., Ace Emergent Medical Care, P.C.,
Amr Hussein Mostafa, P.T., and Zen Property Management, LLC)

- (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 attorneys' fees;
- (c) GRANT injunctive relief enjoining the defendants from engaging in the wrongful conduct alleged in this Complaint; and
- (d) GRANT all other relief this Court deems just.

COUNT VIII

VIOLATIONS OF 18 U.S.C. § 1962(d)

SMART INSPIRE PHYSICAL THERAPY, P.C. ENTERPRISE

**(Against Roland Rose, D.C., Rose Chiropractic Health & Wellness, P.C.,
Christian Bannerman, M.D., Ace Emergent Medical Care, P.C.,
Amr Hussein Mostafa, P.T., and Zen Property Management, LLC)**

- (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 IX

VIOLATIONS OF 18 U.S.C. § 1962(c)

BALANCED ROCK PT, P.C. ENTERPRISE

**(Against Roland Rose, D.C., Rose Chiropractic Health & Wellness, P.C.,
Christian Bannerman, M.D., Ace Emergent Medical Care, P.C.,
Joanna Kulis, P.T., and Zen Property Management, LLC)**

- (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 attorneys' fees;
- (c) GRANT injunctive relief enjoining the defendants from engaging in the wrongful conduct alleged in this Complaint; and
- (d) GRANT all other relief this Court deems just.

COUNT X

VIOLATIONS OF 18 U.S.C. § 1962(d)

BALANCED ROCK PT, P.C. ENTERPRISE

**(Against Roland Rose, D.C., Rose Chiropractic Health & Wellness, P.C.,
Christian Bannerman, M.D., Ace Emergent Medical Care, P.C.,
Joanna Kulis, P.T., and Zen Property Management, LLC)**

- (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 XI
VIOLATIONS OF 18 U.S.C. § 1962(c)
DANA CARE PHYSICAL THERAPY, P.C. ENTERPRISE
(Against Roland Rose, D.C., Rose Chiropractic Health & Wellness, P.C.,
Christian Bannerman, M.D., Ace Emergent Medical Care, P.C.,
Sungil Hong, P.T., and Zen Property Management, LLC)

- (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 attorneys' fees;
- (c) GRANT injunctive relief enjoining the defendants from engaging in the wrongful conduct alleged in this Complaint; and
- (d) GRANT all other relief this Court deems just.

COUNT XII
VIOLATIONS OF 18 U.S.C. § 1962(d)
DANA CARE PHYSICAL THERAPY, P.C. ENTERPRISE
(Against Roland Rose, D.C., Rose Chiropractic Health & Wellness, P.C.,
Christian Bannerman, M.D., Ace Emergent Medical Care, P.C.,
Sungil Hong, P.T., and Zen Property Management, LLC)

- (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 XIII

VIOLATIONS OF 18 U.S.C. § 1962(c)

OPUS PSYCHOLOGICAL SERVICES, P.C. ENTERPRISE

**(Against Roland Rose, D.C., Rose Chiropractic Health & Wellness, P.C.,
Cajetan Uchendu, PsyD, and Zen Property Management, LLC)**

- (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 attorneys' fees;
- (c) GRANT injunctive relief enjoining the defendants from engaging in the wrongful conduct alleged in this Complaint; and
- (d) GRANT all other relief this Court deems just.

COUNT XIV

VIOLATIONS OF 18 U.S.C. § 1962(d)

OPUS PSYCHOLOGICAL SERVICES, P.C. ENTERPRISE

**(Against Roland Rose, D.C., Rose Chiropractic Health & Wellness, P.C.,
Cajetan Uchendu, PsyD, and Zen Property Management, LLC)**

- (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 XV

VIOLATIONS OF 18 U.S.C. § 1962(c)

PACEM PSYCHOLOGICAL SERVICES, P.C. ENTERPRISE

**(Against Roland Rose, D.C., Rose Chiropractic Health & Wellness, P.C.,
Cajetan Uchendu, PsyD, and Zen Property Management, LLC)**

- (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 attorneys' fees;

- (c) GRANT injunctive relief enjoining the defendants from engaging in the wrongful conduct alleged in this Complaint; and
- (d) GRANT all other relief this Court deems just.

COUNT XVI
VIOLATIONS OF 18 U.S.C. § 1962(d)
PACEM PSYCHOLOGICAL SERVICES, P.C. ENTERPRISE
(Against Roland Rose, D.C., Rose Chiropractic Health & Wellness, P.C.,
Cajetan Uchendu, PsyD, and Zen Property Management, LLC)

- (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 XVII
VIOLATIONS OF 18 U.S.C. § 1962(c)
QI LIN ACUPUNCTURE, P.C. ENTERPRISE
(Against Roland Rose, D.C., Rose Chiropractic Health & Wellness, P.C.,
Le-Zhi Lin, L.Ac., and Zen Property Management, LLC)

- (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 attorneys' fees;
- (c) GRANT injunctive relief enjoining the defendants from engaging in the wrongful conduct alleged in this Complaint; and
- (d) GRANT all other relief this Court deems just.

COUNT XVIII
VIOLATIONS OF 18 U.S.C. § 1962(d)
QI LIN ACUPUNCTURE, P.C. ENTERPRISE
**(Against Roland Rose, D.C., Rose Chiropractic Health & Wellness, P.C.,
Le-Zhi Lin, L.Ac., and Zen Property Management, LLC)**

- (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 XIX
VIOLATIONS OF 18 U.S.C. § 1962(c)
YE'S ACUPUNCTURE, P.C. ENTERPRISE
**(Against Roland Rose, D.C., Rose Chiropractic Health & Wellness, P.C.,
Rui Chun Ye, L.Ac., and Zen Property Management, LLC)**

- (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 attorneys' fees;
- (c) GRANT injunctive relief enjoining the defendants from engaging in the wrongful conduct alleged in this Complaint; and
- (d) GRANT all other relief this Court deems just.

COUNT XX
VIOLATIONS OF 18 U.S.C. § 1962(d)
YE'S ACUPUNCTURE, P.C. ENTERPRISE
**(Against Roland Rose, D.C., Rose Chiropractic Health & Wellness, P.C.,
Rui Chun Ye, L.Ac., and Zen Property Management, LLC)**

- (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 XXI
VIOLATIONS OF 18 U.S.C. § 1962(c)
ALTAI CORPORATION D/B/A GET READY MED SUPPLY ENTERPRISE
(Against Roland Rose, D.C., Christian Bannerman, M.D., and
Ariel Kandhorov)

- (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 attorneys' fees;
- (c) GRANT injunctive relief enjoining the defendants from engaging in the wrongful conduct alleged in this Complaint; and
- (d) GRANT all other relief this Court deems just.

COUNT XXII
VIOLATIONS OF 18 U.S.C. § 1962(d)
ALTAI CORPORATION D/B/A GET READY MED SUPPLY ENTERPRISE
(Against Roland Rose, D.C., Rose Chiropractic Health & Wellness, P.C., Christian
Bannerman, M.D., Ace Emergent Medical Care, P.C., and Ariel Kandhorov)

- (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 XXIII
VIOLATIONS OF 18 U.S.C. § 1962(c)
ASPIRE MEDICAL SUPPLIES, LLC ENTERPRISE
**(Against Roland Rose, D.C., Rose Chiropractic Health & Wellness, P.C.,
and Nichole McLeod)**

- (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 attorneys' fees;
- (c) GRANT injunctive relief enjoining the defendants from engaging in the wrongful conduct alleged in this Complaint; and
- (d) GRANT all other relief this Court deems just.

COUNT XXIV
VIOLATIONS OF 18 U.S.C. § 1962(d)
ASPIRE MEDICAL SUPPLIES, LLC ENTERPRISE
**(Against Roland Rose, D.C., Rose Chiropractic Health & Wellness, P.C.,
and Nichole McLeod)**

- (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 XXV
VIOLATIONS OF 18 U.S.C. § 1962(c)
ZEN PROPERTY MANAGEMENT, LLC ENTERPRISE
**(Against Roland Rose, D.C., Rose Chiropractic Health & Wellness, P.C., Christian
Bannerman, M.D., Ace Emergent Medical Care, P.C., Amr Hussein Mostafa, P.T.,
Ahm Physical Therapy, P.C., Smart Inspire Physical Therapy, P.C., Joanna Kulis, P.T.,
Balanced Rock PT, P.C., Sun Il Hong, P.T., Dana Care Physical Therapy, P.C., Cajetan
Uchendu, PsyD, Opus Psychological Services, P.C., Pacem Psychological Services, P.C.,
Le-Zhi Lin, L.Ac., Qi Lin Acupuncture, P.C., Rui Chun Ye, L.Ac., and
Ye's Acupuncture, 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 attorneys' fees;
- (c) GRANT injunctive relief enjoining the defendants from engaging in the wrongful conduct alleged in this Complaint; and
- (d) GRANT all other relief this Court deems just.

COUNT XXVI

VIOLATION 18 U.S.C. § 1962(d)

ZEN PROPERTY MANAGEMENT, LLC ENTERPRISE

(Against Roland Rose, D.C., Rose Chiropractic Health & Wellness, P.C., Christian Bannerman, M.D., Ace Emergent Medical Care, P.C., Amr Hussein Mostafa, P.T., Ahm Physical Therapy, P.C., Smart Inspire Physical Therapy, P.C., Joanna Kulis, P.T., Balanced Rock PT, P.C., Sun Il Hong, P.T., Dana Care Physical Therapy, P.C., Cajetan Uchendu, PsyD, Opus Psychological Services, P.C., Pacem Psychological Services, P.C., Le-Zhi Lin, L.Ac., Qi Lin Acupuncture, P.C., Rui Chun Ye, L.Ac., and Ye's Acupuncture, 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 XXVII

COMMON LAW FRAUD

(Against Rose Chiropractic Health & Wellness, P.C., Roland Rose, D.C., Christian Bannerman, M.D., Ace Emergent Medical Care, P.C., Amr Hussein Mostafa, P.T., Ahm Physical Therapy, P.C., Smart Inspire Physical Therapy, P.C., Joanna Kulis, P.T., Balanced Rock PT, P.C., Sun Il Hong, P.T., Dana Care Physical Therapy, P.C., Cajetan Uchendu, PsyD, Opus Psychological Services, P.C., Pacem Psychological Services, P.C., Le-Zhi Lin, L.Ac., Qi Lin Acupuncture, P.C., Rui Chun Ye, L.Ac., Ye's Acupuncture, P.C., Ariel Kandhorov, Altai Corporation d/b/a Get Ready Med Supply, Nichole McLeod, Aspire Medical Supplies, LLC, and Zen Property Management, LLC)

- (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 XXVIII
COMMON LAW FRAUD
**(Against Ace Emergent Medical Care, P.C., Christian Bannerman, M.D.,
Roland Rose, D.C., Rose Chiropractic Health & Wellness, P.C.,
and Zen Property Management, LLC)**

- (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 XXIX
COMMON LAW FRAUD
**(Against Ahm Physical Therapy, P.C., Amr Hussein Mostafa, P.T., Roland Rose, D.C.,
Rose Chiropractic Health & Wellness, P.C., Christian Bannerman, M.D.,
Ace Emergent Medical Care, P.C., and Zen Property Management, LLC)**

- (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 XXX

COMMON LAW FRAUD

(Against Smart Inspire Physical Therapy, P.C., Amr Hussein Mostafa, P.T., Roland Rose, D.C., Rose Chiropractic Health & Wellness, P.C., Christian Bannerman, M.D., Ace Emergent Medical Care, P.C. and Zen Property Management, LLC)

- (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 XXXI

COMMON LAW FRAUD

(Against Balanced Rock PT, P.C., Joanna Kulis, P.T., Roland Rose, D.C., Rose Chiropractic Health & Wellness, P.C., Christian Bannerman, M.D., Ace Emergent Medical Care, P.C., and Zen Property Management, LLC)

- (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 XXXII

COMMON LAW FRAUD

(Against Dana Care Physical Therapy, P.C., Sungil Hong, P.T., Roland Rose, D.C., Rose Chiropractic Health & Wellness, P.C., Christian Bannerman, M.D., Ace Emergent Medical Care, P.C., and Zen Property Management, LLC)

- (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 XXXIII
COMMON LAW FRAUD

**(Against Opus Psychological Services, P.C., Cajetan Uchendu, PsyD, Roland Rose, D.C.,
Rose Chiropractic Health & Wellness, P.C., and Zen Property Management, LLC)**

- (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 XXXIV
COMMON LAW FRAUD

**(Against Pacem Psychological Services, P.C., Cajetan Uchendu, PsyD, Roland Rose, D.C.,
Rose Chiropractic Health & Wellness, P.C., and Zen Property Management, LLC)**

- (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 XXXV
COMMON LAW FRAUD

**(Against Qi Lin Acupuncture, P.C., Le-Zhi Lin, L.Ac., Roland Rose, D.C.,
Rose Chiropractic Health & Wellness, P.C., and Zen Property Management, LLC)**

- (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 XXXVI
COMMON LAW FRAUD

**(Against Ye's Acupuncture, P.C., Rui Chun Ye, L.Ac., Roland Rose, D.C.,
Rose Chiropractic Health & Wellness, P.C., and Zen Property Management, LLC)**

- (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 XXXVII
COMMON LAW FRAUD

**(Against Altai Corporation d/b/a Get Ready Med Supply, Ariel Kandhorov,
Roland Rose, D.C., Rose Chiropractic Health & Wellness, P.C.,
Christian Bannerman, M.D., and Ace Emergent Medical Care, P.C.)**

- (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 XXXVIII
COMMON LAW FRAUD

**(Against Aspire Medical Supplies, LLC, Nichole McLeod, Roland Rose, D.C.,
and Rose Chiropractic Health & Wellness, P.C.)**

- (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 XXXIX
UNJUST ENRICHMENT

(Against Rose Chiropractic Health & Wellness, P.C., Roland Rose, D.C., Christian Bannerman, M.D., Ace Emergent Medical Care, P.C., Amr Hussein Mostafa, P.T., Ahm Physical Therapy, P.C., Smart Inspire Physical Therapy, P.C., Joanna Kulis, P.T., Balanced Rock PT, P.C., Sun Il Hong, P.T., Dana Care Physical Therapy, P.C., Cajetan Uchendu, PsyD, Opus Psychological Services, P.C., Pacem Psychological Services, P.C., Le-Zhi Lin, L.Ac., Qi Lin Acupuncture, P.C., Rui Chun Ye, L.Ac., Ye's Acupuncture, P.C., Ariel Kandhorov, Altai Corporation d/b/a Get Ready Med Supply, Nichole McLeod, Aspire Medical Supplies, LLC, and Zen Property Management, LLC)

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

COUNT XL
UNJUST ENRICHMENT

**(Against Ace Emergent Medical Care, P.C., Christian Bannerman, M.D., Roland Rose, D.C., Rose Chiropractic Health & Wellness, P.C.,
and Zen Property Management, LLC)**

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

COUNT XLI

UNJUST ENRICHMENT

(Against Ahm Physical Therapy, P.C., Amr Hussein Mostafa, P.T., Roland Rose, D.C., Rose Chiropractic Health & Wellness, P.C., Christian Bannerman, M.D., Ace Emergent Medical Care, P.C., and Zen Property Management, LLC)

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

COUNT XLII

UNJUST ENRICHMENT

(Against Smart Inspire Physical Therapy, P.C., Amr Hussein Mostafa, P.T., Roland Rose, D.C., Rose Chiropractic Health & Wellness, P.C., Christian Bannerman, M.D., Ace Emergent Medical Care, P.C., and Zen Property Management, LLC)

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

COUNT XLIII

UNJUST ENRICHMENT

(Against Balanced Rock PT, P.C., Joanna Kulis, P.T., Roland Rose, D.C., Rose Chiropractic Health & Wellness, P.C., Christian Bannerman, M.D., Ace Emergent Medical Care, P.C., and Zen Property Management, LLC)

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

COUNT XLIV

UNJUST ENRICHMENT

(Against Dana Care Physical Therapy, P.C., Sungil Hong, P.T., Roland Rose, D.C., Rose Chiropractic Health & Wellness, P.C., Christian Bannerman, M.D., Ace Emergent Medical Care, P.C., and Zen Property Management, LLC)

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

COUNT XLV

UNJUST ENRICHMENT

**(Against Opus Psychological Services, P.C., Cajetan Uchendu, PsyD,
Roland Rose, D.C., Rose Chiropractic Health & Wellness, P.C.,
and Zen Property Management, LLC)**

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

COUNT XLVI

UNJUST ENRICHMENT

**(Against Pacem Psychological Services, P.C., Cajetan Uchendu, PsyD,
Roland Rose, D.C., Rose Chiropractic Health & Wellness, P.C.,
and Zen Property Management, LLC)**

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

COUNT XLVII

UNJUST ENRICHMENT

**(Against Qi Lin Acupuncture, P.C., Le-Zhi Lin, L.Ac., Roland Rose, D.C.,
Rose Chiropractic Health & Wellness, P.C., and Zen Property Management, LLC)**

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

COUNT XLVIII

UNJUST ENRICHMENT

**(Against Ye's Acupuncture, P.C., Rui Chun Ye, L.Ac., Roland Rose, D.C.,
Rose Chiropractic Health & Wellness, P.C., and Zen Property Management, LLC)**

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

COUNT XLIX

UNJUST ENRICHMENT

**(Against Altai Corporation d/b/a Get Ready Med Supply, Ariel Kandhorov,
Roland Rose, D.C., Rose Chiropractic Health & Wellness, P.C.,
Christian Bannerman, M.D., and Ace Emergent Medical Care, P.C.)**

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

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

COUNT L
UNJUST ENRICHMENT
**(Against Aspire Medical Supplies, LLC, Nichole McLeod, Roland Rose, D.C.,
Rose Chiropractic Health & Wellness, P.C.)**

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

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

COUNT LI
DECLARATORY RELIEF UNDER 28 U.S.C. § 2201
(Against Rose Chiropractic Health & Wellness, P.C.)

(a) DECLARE that Rose Chiropractic Health & Wellness, P.C., at all relevant times, has submitted bills to Allstate for medically unnecessary healthcare services in violation of at least one New York State and/or local licensing requirement necessary to provide professional healthcare services in New York;

(b) DECLARE that Rose Chiropractic Health & Wellness, 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 Rose Chiropractic Health & Wellness, P.C.;
and

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

COUNT LII
DECLARATORY RELIEF UNDER 28 U.S.C. § 2201
(Against Ace Emergent Medical Care, P.C.)

(a) DECLARE that Ace Emergent Medical Care, P.C., at all relevant times, has submitted bills to Allstate for medically unnecessary healthcare services in violation of at least one New York State and/or local licensing requirement necessary to provide professional healthcare services in New York;

(b) DECLARE that Ace Emergent Medical Care, 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 Ace Emergent Medical Care, P.C.; and
- (d) GRANT all other relief this Court deems just and appropriate.

COUNT LIII
DECLARATORY RELIEF UNDER 28 U.S.C. § 2201
(Against Ahm Physical Therapy, P.C.)

- (a) DECLARE that Ahm Physical Therapy, P.C., at all relevant times, has submitted bills to Allstate for medically unnecessary physical therapy treatment in violation of at least one New York State and/or local licensing requirement necessary to provide professional healthcare services in New York;
- (b) DECLARE that Ahm Physical Therapy, 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 Ahm Physical Therapy, P.C.; and
- (d) GRANT all other relief this Court deems just and appropriate.

COUNT LIV
DECLARATORY RELIEF UNDER 28 U.S.C. § 2201
(Against Smart Inspire Physical Therapy, P.C.)

- (a) DECLARE that Smart Inspire Physical Therapy, P.C., at all relevant times, has submitted bills to Allstate for medically unnecessary physical therapy treatment in violation of at least one New York State and/or local licensing requirement necessary to provide professional healthcare services in New York;
- (b) DECLARE that Smart Inspire Physical Therapy, 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 Smart Inspire Physical Therapy, P.C.; and
- (d) GRANT all other relief this Court deems just and appropriate.

COUNT LV
DECLARATORY RELIEF UNDER 28 U.S.C. § 2201
(Against Balanced Rock PT, P.C.)

- (a) DECLARE that Balanced Rock PT, P.C., at all relevant times, has submitted bills to Allstate for medically unnecessary physical therapy treatment in violation of at least one New York State and/or local licensing requirement necessary to provide professional healthcare services in New York;
- (b) DECLARE that Balanced Rock PT, 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 Balanced Rock PT, P.C.; and
- (d) GRANT all other relief this Court deems just and appropriate.

COUNT LVI
DECLARATORY RELIEF UNDER 28 U.S.C. § 2201
(Against Dana Care Physical Therapy, P.C.)

- (a) DECLARE that Dana Care Physical Therapy, P.C., at all relevant times, has submitted bills to Allstate for medically unnecessary physical therapy treatment in violation of at least one New York State and/or local licensing requirement necessary to provide professional healthcare services in New York;
- (b) DECLARE that Dana Care Physical Therapy, 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 Dana Care Physical Therapy, P.C.; and
- (d) GRANT all other relief this Court deems just and appropriate.

COUNT LVII
DECLARATORY RELIEF UNDER 28 U.S.C. § 2201
(Against Opus Psychological Services, P.C.)

- (a) DECLARE that Opus Psychological Services, P.C., at all relevant times, has submitted bills to Allstate for medically unnecessary psychological services in violation of at least one New York State and/or local licensing requirement necessary to provide professional healthcare services in New York;
- (b) DECLARE that Opus Psychological 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 Opus Psychological Services, P.C.; and
- (d) GRANT all other relief this Court deems just and appropriate.

COUNT LVIII
DECLARATORY RELIEF UNDER 28 U.S.C. § 2201
(Against Pacem Psychological Services, P.C.)

- (a) DECLARE that Pacem Psychological Services, P.C., at all relevant times, has submitted bills to Allstate for medically unnecessary psychological services in violation of at least one New York State and/or local licensing requirement necessary to provide professional healthcare services in New York;
- (b) DECLARE that Pacem Psychological 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 Pacem Psychological Services, P.C.; and
- (d) GRANT all other relief this Court deems just and appropriate.

COUNT LIX
DECLARATORY RELIEF UNDER 28 U.S.C. § 2201
(Against Qi Lin Acupuncture, P.C.)

- (a) DECLARE that Qi Lin Acupuncture, P.C., at all relevant times, has submitted bills to Allstate for medically unnecessary acupuncture treatment in violation of at least one New York State and/or local licensing requirement necessary to provide professional healthcare services in New York;
- (b) DECLARE that Qi Lin Acupuncture, 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 Qi Lin Acupuncture, P.C.; and
- (d) GRANT all other relief this Court deems just and appropriate.

COUNT LX
DECLARATORY RELIEF UNDER 28 U.S.C. § 2201
(Against Ye's Acupuncture, P.C.)

- (a) DECLARE that Ye's Acupuncture, P.C., at all relevant times, has submitted bills to Allstate for medically unnecessary acupuncture treatment in violation of at least one New York State and/or local licensing requirement necessary to provide professional healthcare services in New York;
- (b) DECLARE that Ye's Acupuncture, 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 Ye's Acupuncture, P.C.; and
- (d) GRANT all other relief this Court deems just and appropriate.

COUNT LXI
DECLARATORY RELIEF UNDER 28 U.S.C. § 2201
(Against Altai Corporation d/b/a Get Ready Med Supply)

- (a) DECLARE that Altai Corporation d/b/a Get Ready Med Supply, at all relevant times, engaged in unlawful patient referral arrangements, made illegal kickback payments in exchange for patient referrals, and was otherwise operated in violation of at least one New York state and/or local licensing requirement necessary to dispense and bill for DME items in New York;
- (b) DECLARE that Altai Corporation d/b/a Get Ready Med Supply's activities are unlawful;
- (c) DECLARE that Allstate has no obligation to pay No-Fault insurance claims submitted by Altai Corporation d/b/a Get Ready Med Supply; and
- (d) GRANT all other relief this Court deems just.

COUNT LXII
DECLARATORY RELIEF UNDER 28 U.S.C. § 2201
(Against Aspire Medical Supplies, LLC)

- (a) DECLARE that Aspire Medical Supplies, LLC, at all relevant times, engaged in unlawful patient referral arrangements, made illegal kickback payments in exchange for patient referrals, and was otherwise operated in violation of at least one New York state and/or local licensing requirement necessary to dispense and bill for DME items in New York;
- (b) DECLARE that Aspire Medical Supplies, LLC's activities are unlawful;
- (c) DECLARE that Allstate has no obligation to pay No-Fault insurance claims submitted by Aspire Medical Supplies, LLC; and
- (d) GRANT all other relief this Court deems just.

JURY TRIAL DEMAND

The plaintiffs demand a trial by jury on all claims.

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

/s/ Shauna L. Sullivan

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