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Company, GEICO Indemnity Company, GEICO General Insurance  
Company, and GEICO Casualty Company*

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

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

Plaintiffs,

–against–

INNOVATION ANESTHESIA & PAIN SERVICES,  
P.C., DONGHUI CHEN, M.D., JPM PHYSICAL  
THERAPY, P.C., SABINIANO MANGGURAY, P.T.,  
LIBERTY PARK CHIROPRACTIC P.C., JOSEPH  
CICCONE, D.C., HAO ACUPUNCTURE, P.C., and  
HONG ZHU WU, L.Ac.,

Defendants.

Docket No.: \_\_\_\_\_( )

**Plaintiffs Demand  
a Trial by Jury**

## COMPLAINT

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

### NATURE OF THE ACTION

1. This action seeks to recover more than \$6,300,000.00 that the Defendants wrongfully obtained from GEICO by submitting, and causing to be submitted, thousands of fraudulent and unlawful no-fault insurance charges through Innovation Anesthesia & Pain Services, P.C. (“Innovation Anesthesia”), JPM Physical Therapy, P.C. (“JPM PT”), Liberty Park Chiropractic, P.C. (“Liberty Park Chiro”), and Hao Acupuncture, P.C., (“Hao Acupuncture”) for purported examinations, pain management injections, radiofrequency nerve ablations, epidurography, fluoroscopic guidance, acupuncture, chiropractic, physical therapy, and related services (collectively the “Fraudulent Services”). In addition, Plaintiffs seek a declaration that they are not liable to pay the Defendants’ outstanding billing for the Fraudulent Services, because of the fraudulent and unlawful conduct described herein.

2. In particular, and as set forth more fully, below, the Defendants engaged in an unlawful patient brokering scheme whereby they paid and received unlawful compensation in exchange for patient referrals, misrepresented the nature, extent, results, and medical necessity of the healthcare services they purported to provide, and falsely represented that they were in compliance with relevant law and eligible to receive no-fault insurance reimbursement in the first place, when in fact they were not.

3. The Defendants fall into the following categories

(i) Defendant Innovation Anesthesia is a New York medical professional corporation through which many of the Fraudulent Services purportedly were provided and

were billed to insurance companies, including GEICO in New York and in New Jersey.

- (ii) Defendant Donghui Chen, M.D. (“Chen”) is a physician who was licensed to practice medicine in New York on or about May 6, 2004 and in New Jersey on or about June 7, 2004. Chen owned and controlled Innovation Anesthesia and used it as a vehicle to submit fraudulent and unlawful no-fault insurance billing for the Fraudulent Services to insurance companies, including GEICO in New York and New Jersey.
  - (iii) Defendant JPM PT is a New York physical therapy professional corporation through which many of the Fraudulent Services purportedly were provided and were billed to insurance companies, including GEICO in New York.
  - (iv) Defendant Sabiniano Mangguray, P.T. (“Mangguray”) is a physical therapist who was licensed to practice physical therapy in New York on or about May 27, 2009. Mangguray owned and controlled JPM PT and used it as a vehicle to submit fraudulent and unlawful no-fault insurance billing for the Fraudulent Services to insurance companies, including GEICO in New York.
  - (v) Defendant Liberty Park Chiro is a New York chiropractic professional corporation through which many of the Fraudulent Services purportedly were provided and billed to insurance companies, including GEICO in New York.
  - (vi) Defendant Joseph Ciccone, D.C. (“Ciccone”) is a chiropractor who was licensed to practice chiropractic in New York on or about August 6, 1999. Ciccone owned and controlled Liberty Park Chiro, and used it as a vehicle to submit fraudulent and unlawful no-fault insurance billing for the Fraudulent Services to insurance companies, including GEICO in New York.
  - (vii) Defendant Hao Acupuncture is a New York acupuncture professional corporation through which many of the Fraudulent Services purportedly were provided and billed to insurance companies, including GEICO in New York.
  - (viii) Defendant Hong Zhu Wu, LAc (“Wu”), is an acupuncturist who was licensed to practice acupuncture in New York on or about February 14, 2001. Wu owned and controlled Hao Acupuncture and used it as a vehicle to submit fraudulent and unlawful no-fault insurance billing for the Fraudulent Services to insurance companies, including GEICO in New York.
4. As discussed below, the Defendants at all relevant times have known that:
- (i) the Defendants were engaged in an unlawful patient brokering scheme and paid and received unlawful compensation in exchange for patient referrals;

- (ii) the Fraudulent Services were not medically necessary, and were provided – to the extent that they were provided at all – pursuant to pre-determined fraudulent protocols designed to financially enrich the Defendants, rather than to treat or otherwise benefit the Insureds who purportedly were subjected to them;
- (iii) in many cases, the Fraudulent Services never were provided in the first instance;
- (iv) the billing codes used for the Fraudulent Services misrepresented and exaggerated the level of services that purportedly were provided in order to inflate the charges submitted to GEICO; and
- (v) the Fraudulent Services were not provided in compliance with relevant laws and regulations governing healthcare practice and, as a result, were not eligible for no-fault reimbursement in the first instance.

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

6. The Defendants’ fraudulent and unlawful scheme began no later than 2018 and has continued uninterrupted since that time. As a result of the Defendants’ scheme, GEICO has incurred damages of more than \$6,300,000.00.

## **THE PARTIES**

### **I. Plaintiffs**

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

## **II. Defendants**

8. Defendant Innovation Anesthesia is a New York medical professional corporation with its principal place of business in New York. Innovation Anesthesia was incorporated in New York on or about January 6, 2015, was owned and controlled by Chen, and was used by Chen as a vehicle to submit fraudulent and unlawful no-fault insurance billing to GEICO and other insurers in New York and New Jersey.

9. Defendant Chen resides in and is a citizen of New York. Chen was licensed to practice medicine in New York on or about May 6, 2004, and in New Jersey on or about June 7, 2004. Chen owned and controlled Innovation Anesthesia, purported to perform virtually all of the Fraudulent Services at Innovation Anesthesia, and used Innovation Anesthesia as a vehicle to submit fraudulent and unlawful no-fault insurance billing to GEICO and other insurers in New York and New Jersey.

10. Defendant JPM PT is a New York physical therapy professional corporation with its principal place of business in New York. JPM PT was incorporated in New York on or about September 20, 2010, was owned and controlled by Mangguray, and was used by Mangguray as a vehicle to submit fraudulent and unlawful no-fault insurance billing to GEICO and other insurers in New York.

11. Defendant Mangguray resides in and is a citizen of New York. Mangguray was licensed to practice physical therapy in New York on or about May 27, 2009. Mangguray owned and controlled JPM PT, purported to perform many of the Fraudulent Services at JPM PT, and used JPM PT as a vehicle to submit fraudulent and unlawful no-fault insurance billing to GEICO and other insurers in New York.

12. Defendant Liberty Park Chiro is a New York chiropractic professional corporation with its principal place of business in New York. Liberty Park Chiro was incorporated in New

York on or about April 17, 2013, was owned and controlled by Ciccone, and was used by Ciccone as a vehicle to submit fraudulent and unlawful no-fault insurance billing to GEICO and other insurers in New York.

13. Defendant Ciccone resides in and is a citizen of New York. Ciccone was licensed to practice chiropractic in New York on or about August 6, 1999. Ciccone owned and controlled Liberty Park Chiro, purported to perform many of the Fraudulent Services at Liberty Park Chiro, and used Liberty Park Chiro as a vehicle to submit fraudulent and unlawful no-fault insurance billing to GEICO and other insurers in New York.

14. Defendant Hao Acupuncture is a New York acupuncture professional corporation with its principal place of business in New York. Hao Acupuncture was incorporated in New York on or about September 9, 2013, was owned and controlled by Wu, and was used by Wu as a vehicle to submit fraudulent and unlawful no-fault insurance billing to GEICO and other insurers in New York.

15. Defendant Wu resides in and is a citizen of New York. Wu was licensed to practice acupuncture in New York on or about February 14, 2001. Wu owned and controlled Hao Acupuncture, purported to perform many of the Fraudulent Services at Hao Acupuncture, and used Hao Acupuncture as a vehicle to submit fraudulent and unlawful no-fault insurance billing to GEICO and other insurers in New York.

### **JURISDICTION AND VENUE**

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

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

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

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

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

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

### **ALLEGATIONS COMMON TO ALL CLAIMS**

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

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

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

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

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

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

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

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

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

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

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

(Emphasis added).

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

31. In New York, claims for PIP Benefits are governed by the New York Workers' Compensation Fee Schedule.

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

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

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false

information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime.

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

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

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

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

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

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

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

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

41. Pursuant to N.J.S.A. 14A:17-5, a foreign professional corporation cannot offer professional services in the State of New Jersey.

42. Insurers are not required to pay PIP Benefits for healthcare services that are unlawfully provided in New Jersey through foreign professional corporations.

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

44. Like New York, New Jersey has established a medical fee schedule (that is applicable to claims for PIP Benefits).

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

## **II. The Defendants’ Fraudulent and Unlawful Scheme**

46. Beginning no later than 2018, and continuing through the present day, the Defendants

implemented a fraudulent and unlawful scheme in which they caused a massive amount of fraudulent and unlawful PIP billing to be submitted to GEICO for medically unnecessary, illusory, unlawful, and otherwise non-reimbursable services in New York and New Jersey.

**A. Innovation Anesthesia's Unlawful Operations in New Jersey**

47. As set forth above, pursuant to N.J.S.A. 14A:17-5, a foreign professional corporation cannot provide professional services in the State of New Jersey.

48. Innovation Anesthesia was a New York medical professional corporation. Innovation Anesthesia was not and has never been a New Jersey medical professional corporation. Innovation Anesthesia was never incorporated as a professional corporation under New Jersey law.

49. Accordingly, Innovation Anesthesia could not lawfully provide medical or other professional services in the state of New Jersey.

50. Even so, in the claims identified in Exhibit "1", Chen routinely caused Innovation Anesthesia to unlawfully provide purported medical services in New Jersey, which then were billed to GEICO.

51. For example:

- (i) On or about January 3, 2018, Innovation Anesthesia and Chen billed GEICO for pain management injections and epidurography purportedly provided through Innovation Anesthesia to an Insured named GB at Barnett Surgical Center, located at 680 Broadway, Patterson, New Jersey, despite the fact that Innovation Anesthesia was ineligible to receive PIP Benefits in connection with these services, because it could not lawfully provide the service in New Jersey.
- (ii) On or about August 1, 2018, Innovation Anesthesia and Chen billed GEICO for pain management injections, fluoroscopic guidance, and epidurography purportedly provided through Innovation Anesthesia to an Insured named RL at Accelerated Surgical Center, located at 680 Broadway, Patterson, New Jersey, despite the fact that Innovation Anesthesia was ineligible to receive PIP Benefits in connection with these services, because it could not lawfully provide the service in New Jersey.

- (iii) On or about January 30, 2019, Innovation Anesthesia and Chen billed GEICO for pain management injections, fluoroscopic guidance, and epidurography purportedly provided through Innovation Anesthesia to an Insured named AH at Barnett Surgical Center, located at 680 Broadway, Patterson, New Jersey, despite the fact that Innovation Anesthesia was ineligible to receive PIP Benefits in connection with these services, because it could not lawfully provide the service in New Jersey.
- (iv) On or about August 15, 2020, Innovation Anesthesia and Chen billed GEICO for pain management injections, fluoroscopic guidance, and epidurography purportedly provided through Innovation Anesthesia to an Insured named JI at Accelerated Surgical Center, located at 680 Broadway, Patterson, New Jersey, despite the fact that Innovation Anesthesia was ineligible to receive PIP Benefits in connection with these services, because it could not lawfully provide the service in New Jersey.
- (v) On or about August 29, 2020, Innovation Anesthesia and Chen billed GEICO for a radiofrequency nerve ablation and a pain management injection purportedly provided through Innovation Anesthesia to an Insured named MD at Barnett Surgical Center, located at 680 Broadway, Patterson, New Jersey, despite the fact that Innovation Anesthesia was ineligible to receive PIP Benefits in connection with these services, because it could not lawfully provide the service in New Jersey.
- (vi) On or about August 14, 2021, Innovation Anesthesia and Chen billed GEICO for pain management injections, fluoroscopic guidance, and epidurography purportedly provided through Innovation Anesthesia to an Insured named ED at Barnett Surgical Center, located at 680 Broadway, Patterson, New Jersey, despite the fact that Innovation Anesthesia was ineligible to receive PIP Benefits in connection with these services, because it could not lawfully provide the service in New Jersey.
- (vii) On or about October 23, 2021, Innovation Anesthesia and Chen billed GEICO for a patient examination, pain management injections, fluoroscopic guidance, and epidurography purportedly provided through Innovation Anesthesia to an Insured named AS at Barnett Surgical Center, located at 680 Broadway, Patterson, New Jersey, despite the fact that Innovation Anesthesia was ineligible to receive PIP Benefits in connection with these services, because it could not lawfully provide the service in New Jersey.
- (viii) On or about January 8, 2022, Innovation Anesthesia and Chen billed GEICO for pain management injections, fluoroscopic guidance, and epidurography purportedly provided through Innovation Anesthesia to an Insured named JS at Accelerated Surgical Center, located at 680 Broadway, Patterson, New Jersey, despite the fact that Innovation Anesthesia was ineligible to receive PIP Benefits in connection with these services, because it could not lawfully provide the service in New Jersey.

- (ix) On or about May 7, 2022, Innovation Anesthesia and Chen billed GEICO for a patient examination, pain management injections, fluoroscopic guidance, and epidurography purportedly provided through Innovation Anesthesia to an Insured named VC at Barnet Surgical Center, located at 680 Broadway, Patterson, New Jersey, despite the fact that Innovation Anesthesia was ineligible to receive PIP Benefits in connection with these services, because it could not lawfully provide the service in New Jersey.
- (x) On or about August 6, 2022, Innovation Anesthesia and Chen billed GEICO for a patient examination, pain management injections, fluoroscopic guidance, and epidurography purportedly provided through Innovation Anesthesia to an Insured named EZ at Accelerated Surgical Center, located at 680 Broadway, Patterson, New Jersey, despite the fact that Innovation Anesthesia was ineligible to receive PIP Benefits in connection with these services, because it could not lawfully provide the service in New Jersey.

52. These are only representative examples and, in fact, between 2018 and 2022, Chen and Innovation Anesthesia submitted more than \$100,000.00 in billing to GEICO for services unlawfully provided – to the extent they were provided at all – through Innovation Anesthesia in New Jersey.

53. All of the claims for Fraudulent Services identified in Exhibit “1” for services that purportedly were provided in New Jersey were provided in violation of New Jersey law, because Innovation Anesthesia lacked the ability to lawfully operate as a medical practice in New Jersey.

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

54. In order to bill GEICO and other automobile insurers for examinations, pain management injections, and nerve ablations, and other interventional pain management services, Innovation Anesthesia and Chen needed to obtain patient referrals from other healthcare providers.

55. At the same time JPM PT, Mangguray, Liberty Park Chiro, Ciccone, Hao Acupuncture, and Wu (collectively the “Referring Defendants”) wanted to submit as much chiropractic, physical therapy, and acupuncture billing as possible to GEICO and other insurers,

without regard for whether the underlying chiropractic, physical therapy, and acupuncture services were medically necessary.

56. However, to the extent that the Insureds in the claims set forth in Exhibits “1” – “4” suffered any injuries at all in their automobile accidents, they virtually always were minor soft tissue injuries such as sprains or strains.

57. Because ordinary soft tissue injuries such as sprains or strains almost always resolve after a short course of conservative treatment, or no treatment at all, the Referring Defendants knew that their ability to submit and obtain payment on large amounts of chiropractic, physical therapy, acupuncture, and related billing to GEICO and other automobile insurers would be limited, inasmuch as they would not be able to demonstrate that the Insureds required additional chiropractic, physical therapy, acupuncture, and/or related services beyond an initial short course of conservative treatment.

58. The Referring Defendants also knew that it would be much easier for them to obtain payment on large amounts of PIP insurance billing for medically unnecessary chiropractic, physical therapy, and/or acupuncture if a licensed physician or physicians were to generate reports and diagnoses that purported to reflect injuries more serious than ordinary strains and sprains.

59. Accordingly, the Referring Defendants entered into secret agreements with Chen and Innovation Anesthesia, whereby the Referring Defendants agreed to refer Insureds to Innovation Anesthesia for expensive and medically unnecessary interventional pain management services, despite the Insureds’ lack of any genuine presenting problems that would warrant the examinations and injections.

60. In exchange for the medically unnecessary referrals, Innovation Anesthesia and Chen paid unlawful compensation to the Referring Defendants.

61. The unlawful compensation was provided in the form of: (i) ostensibly legitimate payments to “lease” space at the Referring Defendants’ offices – located at 93-16 Liberty Avenue, Ozone Park, New York – which actually were disguised compensation paid in exchange for patient referrals; and/or (ii) return referrals back from Innovation Anesthesia and Chen to the Referring Defendants for the continued provision of medically unnecessary chiropractic, acupuncture, and physical therapy treatment.

62. In reality, these were “pay-to-play” arrangements that caused the Referring Defendants to provide access to Insureds and to refer Insureds to Innovation Anesthesia for medically unnecessary examinations and pain-management injections.

63. In keeping with the fact that their ostensibly legitimate “rent” payments to the Referring Defendants actually were disguised compensation in exchange for patient referrals, Innovation Anesthesia and Chen operated from the Referring Defendants’ offices on only a sporadic basis.

64. For example, Innovation Anesthesia and Chen did not maintain regular office hours at the Referring Defendants’ offices. Rather, they appeared at the Referring Defendants’ offices sporadically, on different days each month, only when the Referring Defendants had patients to refer to Innovation Anesthesia pursuant to the unlawful referral scheme.

65. In further keeping with the fact that the putative “rent” payments were not for fixed fees set in advance, and did not cover any regular lease terms, the Referring Defendants’ offices did not contain any external signage or other indicia of Innovation Anesthesia and Chen’s ongoing presence at the offices.

66. Furthermore, when Innovation Anesthesia and Chen would operate from the Referring Defendants’ offices, the only patients they saw at the offices were patients who were

referred to them by the Referring Defendants.

67. In addition to the false “lease” payments, Innovation Anesthesia and Chen’s false contentions that Insureds continued to suffer from significant levels of pain, functional deficits, and radiculopathies as the result of their minor automobile accidents, and return referrals of the Insureds by Innovation Anesthesia and Chen back to the Referring Defendants, constituted unlawful compensation to the Referring Defendants for their initial referrals of Insureds to Innovation Anesthesia and Chen, as these contentions, diagnoses, and referrals provided a false justification for the Referring Defendants to continue to provide medically unnecessary chiropractic, physical therapy, and acupuncture services to the Insureds.

68. What is more, and in keeping with the fact that Innovation Anesthesia and Chen paid unlawful compensation to the Referring Defendants in exchange for patient referrals, many Insureds identified in Exhibit “1” had yet to fail a legitimate course of conservative treatment before being referred to Innovation Anesthesia and Chen for pain management services.

69. In a legitimate clinical setting, referrals for pain management services generally will be improper unless the patient has failed a legitimate course of conservative treatment. This is because soft tissue injuries such as sprains or strains virtually always resolve after a short course of conservative treatment or no treatment at all, and because pain management services, such as injections, tend to be invasive and pose increased risks to patients.

70. Even so, in the claims identified in Exhibit “1”, Innovation Anesthesia and Chen, pursuant to their unlawful referral scheme, often received medically unnecessary pain management referrals from the Referring Defendants long before the patients failed a legitimate course of conservative treatment.

71. For example:

- (i) On April 25, 2019, an Insured named MG was involved in an automobile accident. The contemporaneous police report indicated that MG's vehicle was drivable following the accident. The police report further indicated that MG was not injured and did not complain of any pain at the scene. Nonetheless, MG presented later that same day to Northwell Health Hospital Emergency room where she was briefly observed on an outpatient basis and released shortly thereafter with no serious injury diagnosis. To the extent that MG experienced any health problems at all as the result of the accident, they were of low or minimal severity. Thereafter, MG sought treatment from the Referring Defendants at 93-16 Liberty Avenue, Ozone Park, New York beginning on May 23, 2019. Then, on June 25, 2019, approximately just one month after MG began receiving conservative treatment from the Referring Defendants, and long before MG could have failed a legitimate course of conservative treatment, Chen purported to examine MG on behalf of Innovation Anesthesia at the Referring Defendants' offices, and referred MG back to the Referring Defendants for additional physical therapy, chiropractic, and acupuncture treatment. The Referring Defendants' initial referrals to Innovation Anesthesia and Chen before MG could have failed a legitimate course of conservative treatment, and the subsequent return referral from Innovation Anesthesia and Chen to the Referring Defendants were products of an unlawful referral agreement.
  
- (ii) On June 29, 2019, an Insured named DB was involved in a minor automobile accident. The contemporaneous police report indicated that DB's vehicle was drivable following the accident. The police report further indicated that DB was not injured and did not complain of any pain. Nonetheless, DB presented the next day to Jamaica Hospital Medical Center where he was briefly observed on an outpatient basis and released shortly thereafter with no serious injury diagnosis. To the extent that DB experienced any health problems at all as the result of the accident, they were of low or minimal severity. Thereafter, DB sought treatment from the Referring Defendants at 93-16 Liberty Avenue, Ozone Park, New York beginning on July 2, 2019. Then, on July 23, 2019, just three weeks after DB began receiving conservative treatment from the Referring Defendants, and long before DB could have failed a legitimate course of conservative treatment, Chen purported to examine DB on behalf of Innovation Anesthesia at the Referring Defendants' offices, and referred DB back to the Referring Defendants for additional physical therapy, chiropractic, and acupuncture treatment. The Referring Defendants' initial referrals to Innovation Anesthesia and Chen before DB could have failed a legitimate course of conservative treatment, and the subsequent return referral from Innovation Anesthesia and Chen to the Referring Defendants were products of an unlawful referral agreement.
  
- (iii) On September 4, 2019, an Insured named HB was involved in an automobile accident. The contemporaneous police report indicated that the accident was a low-impact collision, and that HB's vehicle was drivable following the accident. While the police report indicated that HB complained of minor back pain, when HB presented to Jamaica Hospital later that day she was briefly observed on an outpatient basis and released shortly thereafter with no serious injury diagnosis. To the extent that HB experienced any health problems at all as the result of the

accident, they were of low or minimal severity. Thereafter, HB sought treatment from the Referring Defendants at 93-16 Liberty Avenue, Ozone Park, New York, beginning on September 25, 2019. Then, on October 8, 2019, less than one month after HB began receiving conservative treatment from the Referring Defendants, and long before HB could have failed a legitimate course of conservative treatment, Chen purported to examine HB on behalf of Innovation Anesthesia at the Referring Defendants' offices, and referred HB back to the Referring Defendants for additional physical therapy, chiropractic, and acupuncture treatment. The Referring Defendants' initial referrals to Innovation Anesthesia and Chen before HB could have failed a legitimate course of conservative treatment, and the subsequent return referral from Innovation Anesthesia and Chen to the Referring Defendants were products of an unlawful referral agreement.

- (iv) On October 14, 2019, an Insured named FO was involved in an automobile accident. The contemporaneous police report indicated that FO's vehicle was drivable following the accident. The police report further indicated that FO refused medical attention at the scene. In keeping with the fact that FO was not seriously injured, FO did not visit any hospital emergency department following the accident. To the extent that FO experienced any health problems at all as the result of the accident, they were of low or minimal severity. Thereafter, FO sought treatment from the Referring Defendants at 93-16 Liberty Avenue, Ozone Park, New York, beginning on January 13, 2020. Then, on January 15, 2020, two days after FO began receiving conservative treatment from the Referring Defendants, and long before FO could have failed a legitimate course of conservative treatment, Chen purported to examine FO on behalf of Innovation Anesthesia at the Referring Defendants' offices, and referred FO back to the Referring Defendants for additional physical therapy, chiropractic, and acupuncture treatment. The Referring Defendants' initial referrals to Innovation Anesthesia and Chen before FO could have failed a legitimate course of conservative treatment, and the subsequent return referral from Innovation Anesthesia and Chen to the Referring Defendants were products of an unlawful referral agreement.
- (v) On December 22, 2019, an Insured named JD was involved in an automobile accident. The contemporaneous police report indicated that JD's vehicle was drivable following the accident. The police report further indicated that JD was not injured and did not complain of any pain at the scene. In keeping with the fact that JD was not seriously injured, JD did not visit any hospital emergency room following the accident. To the extent that JD experienced any health problems at all as the result of the accident, they were of low or minimal severity. Thereafter, JD sought treatment from the Referring Defendants at 93-16 Liberty Avenue, Ozone Park, New York, beginning on December 23, 2019 – one day later. Then, on January 15, 2020, less than one month after JD began receiving conservative treatment from the Referring Defendants, and long before JD could have failed a legitimate course of conservative treatment, Chen purported to examine JD on behalf of Innovation Anesthesia at the Referring Defendants' offices, and referred JD back to the Referring Defendants for additional physical therapy, chiropractic, and acupuncture

treatment. The Referring Defendants' initial referrals to Innovation Anesthesia and Chen before JD could have failed a legitimate course of conservative treatment, and the subsequent return referral from Innovation Anesthesia and Chen to the Referring Defendants were products of an unlawful referral agreement.

- (vi) On January 24, 2020, an Insured named YS was involved in an automobile accident. The contemporaneous police report indicated that YS was not injured in the accident. In keeping with the fact that YS was not seriously injured, YS did not visit any hospital emergency room following the accident. To the extent that YS experienced any health problems at all as the result of the accident, they were of low or minimal severity. Thereafter, YS sought treatment from the Referring Defendants at 93-16 Liberty Avenue, Ozone Park, New York, beginning on January 31, 2020 – one week later. Then, on February 26, 2020, less than one month after YS began receiving conservative treatment from the Referring Defendants, and long before YS could have failed a legitimate course of conservative treatment, Chen purported to examine YS on behalf of Innovation Anesthesia at the Referring Defendants' offices, and referred YS back to the Referring Defendants for additional physical therapy, chiropractic, and acupuncture treatment. The Referring Defendants' initial referrals to Innovation Anesthesia and Chen before YS could have failed a legitimate course of conservative treatment, and the subsequent return referral from Innovation Anesthesia and Chen to the Referring Defendants were products of an unlawful referral agreement.
- (vii) On February 14, 2020, an Insured named NS was in an automobile accident. Following the accident, NS was briefly observed on an outpatient basis at Jamaica Hospital Medical Center and released shortly thereafter with a neck muscle strain diagnosis. To the extent that NS experienced any health problems at all as the result of the accident, they were of low or minimal severity. Thereafter, NS sought treatment from the Referring Defendants at 93-16 Liberty Avenue, Ozone Park, New York beginning on February 19, 2020. Then, on March 11, 2020, less than a month after NS began receiving conservative treatment from the Referring Defendants, and long before NS could have failed a legitimate course of conservative treatment, Chen purported to examine NS on behalf of Innovation Anesthesia at the Referring Defendants' offices, and referred NS back to the Referring Defendants for additional physical therapy, chiropractic, and acupuncture treatment. The Referring Defendants' initial referrals to Innovation Anesthesia and Chen before NS could have failed a legitimate course of conservative treatment, and the subsequent return referral from Innovation Anesthesia and Chen to the Referring Defendants were products of an unlawful referral agreement.
- (viii) On May 9, 2020, an Insured named RA was involved in an automobile accident. The contemporaneous police report indicated that RA was not injured in the accident. In keeping with the fact that RA was not seriously injured, RA did not visit any hospital emergency room following the accident. To the extent that RA experienced any health problems at all as the result of the accident, they were of low or minimal severity. Thereafter, RA sought treatment from the Referring

Defendants at 93-16 Liberty Avenue, Ozone Park, New York beginning on May 18, 2020. Then, on May 27, 2020, less than two weeks after RA began receiving conservative treatment from the Referring Defendants, and long before RA could have failed a legitimate course of conservative treatment, Chen purported to examine RA on behalf of Innovation Anesthesia at the Referring Defendants' offices, and referred RA back to the Referring Defendants for additional physical therapy, chiropractic, and acupuncture treatment. The Referring Defendants' initial referrals to Innovation Anesthesia and Chen before RA could have failed a legitimate course of conservative treatment, and the subsequent return referral from Innovation Anesthesia and Chen to the Referring Defendants were products of an unlawful referral agreement.

- (ix) On June 22, 2020, an Insured named MF was involved in an automobile accident. The contemporaneous police report indicated that MF's vehicle was drivable following the accident. The police report further indicated that FO refused medical attention at the scene. In keeping with the fact that MF was not seriously injured, MF did not visit any hospital emergency department following the accident. To the extent that MF experienced any health problems at all as the result of the accident, they were of low or minimal severity. Thereafter, MF sought treatment from the Referring Defendants at 93-16 Liberty Avenue, Ozone Park, New York, beginning on June 24, 2020. Then, on July 8, 2020, two weeks after MF began receiving conservative treatment from the Referring Defendants, and long before MF could have failed a legitimate course of conservative treatment, Chen purported to examine MF on behalf of Innovation Anesthesia at the Referring Defendants' offices, and referred MF back to the Referring Defendants for additional physical therapy, chiropractic, and acupuncture treatment. The Referring Defendants' initial referrals to Innovation Anesthesia and Chen before MF could have failed a legitimate course of conservative treatment, and the subsequent return referral from Innovation Anesthesia and Chen to the Referring Defendants were products of an unlawful referral agreement.
  
- (x) On May 17, 2021, an Insured named HK was involved in an automobile accident. HK's medical records indicated that HK was not seriously injured as a result of the accident. In keeping with the fact that HK was not seriously injured as a result of the accident, HK was not treated at the scene of the accident and did not visit any hospital emergency department following the accident. To the extent that HK experienced any health issues as a result of the accident, they were low or minimal in severity. Thereafter, HK sought treatment from the Referring Defendants at 93-16 Liberty Avenue, Ozone Park, New York beginning on May 20, 2021 – three days after the accident. Then, on June 30, 2021, just five weeks after HK began conservative treatment with the Referring Defendants, and long before HK could have failed a legitimate course of conservative treatment, Chen purported to examine HK on behalf of Innovation Anesthesia at the Referring Defendants' offices, and referred HK back to the Referring Defendants for additional physical therapy and chiropractic treatment. The Referring Defendants' initial referrals to Innovation Anesthesia and Chen before HK could have failed a legitimate course of conservative treatment, and

the subsequent return referral from Innovation Anesthesia and Chen to the Referring Defendants were products of an unlawful referral agreement.

72. These are only representative examples. In the claims identified in Exhibits “1” – “4”, the Referring Defendants routinely referred Insureds to Innovation Anesthesia, or caused them to be referred, in exchange for unlawful compensation from Innovation Anesthesia and Chen.

73. In further keeping with the fact that the Referring Defendants’ referrals to Innovation Anesthesia and Chen were not based on medical necessity, and instead were the product of an unlawful referral scheme, on many occasions, the Referring Defendants caused multiple Insureds who had been involved in the same underlying minor accident to be referred to Innovation Anesthesia and Chen for the provision of Fraudulent Services on or about the same date, despite the fact that the Insureds were differently situated.

74. In this context, it is highly improbable that any two or more Insureds involved in any one of the relatively minor automobile accidents in the claims identified in Exhibits “1” – “4” would suffer substantially similar injuries as the result of their accidents, or require a substantially similar course of treatment.

75. It is even more improbable – to the point of impossibility – that this would occur repeatedly, often with the Insureds referred from the Referring Defendants to Innovation Anesthesia and Chen on or about the exact same dates after their accidents.

76. Even so, the Referring Defendants – on many occasions – caused multiple Insureds who had been involved in the same underlying minor accident to be referred to Innovation Anesthesia and Chen for the provision of Fraudulent Services on or about the same date after their underlying accidents – and, oftentimes, before the Insureds could have legitimately failed a course of more conservative treatment.

77. For example:

- (i) On February 13, 2019, two Insureds – CD and GD – were involved in the same automobile accident. Thereafter, CD and GD sought treatment from the Referring Defendants at the Referring Defendants’ offices. CD and GD were different ages, in different physical condition, experienced the impact from different locations in the vehicle, and suffered different injuries in the accident, to the extent that they suffered any injuries at all. Even so, the Referring Defendants caused CD and GD to be referred to Innovation Anesthesia and Chen for the provision of the Fraudulent Services – incredibly, on the exact same date, February 25, 2019 – in exchange for unlawful compensation that Innovation Anesthesia and Chen provided to the Referring Defendants.
- (ii) On May 25, 2019, two Insureds – SS and PS – were involved in the same automobile accident. Thereafter, SS and PS sought treatment from the Referring Defendants at the Referring Defendants’ offices. SS and PS were different ages, in different physical condition, experienced the impact from different locations in the vehicle, and suffered different injuries in the accident, to the extent that they suffered any injuries at all. Even so, the Referring Defendants caused SS and PS to be referred to Innovation Anesthesia and Chen for the provision of Fraudulent Services – incredibly, on the exact same date, May 29, 2019 – in exchange for unlawful compensation that Innovation Anesthesia and Chen provided to the Referring Defendants.
- (iii) On December 22, 2019, two Insureds – MH and MH – were involved in the same automobile accident. Thereafter, MH and MH sought treatment from the Referring Defendants at the Referring Defendants’ offices. MH and MH were different ages, in different physical condition, experienced the impact from different locations in the vehicle, and suffered different injuries in the accident, to the extent that they suffered any injuries at all. Even so, the Referring Defendants caused MH and MH to be referred to Innovation Anesthesia and Chen for the provision of Fraudulent Services – incredibly, on the exact same date, January 9, 2020 – in exchange for unlawful compensation that Innovation Anesthesia and Chen provided to the Referring Defendants.
- (iv) On June 6, 2020, two Insureds – HV and BV – were involved in the same automobile accident. Thereafter, HV and BV sought treatment from the Referring Defendants at the Referring Defendants’ offices. HV and BV were different ages, in different physical condition, experienced the impact from different locations in the vehicle, and suffered different injuries in the accident, to the extent that they suffered any injuries at all. Even so, the Referring Defendants caused HV and BV to be referred to Innovation Anesthesia and Chen for the provision of Fraudulent Services – incredibly, on the exact same date, June 24, 2020 – in exchange for unlawful compensation that Innovation Anesthesia and Chen provided to the Referring Defendants.
- (v) On January 23, 2021 two Insureds – OL and JM – were involved in the same automobile accident. Thereafter, OL and JM sought treatment from the Referring

Defendants at the Referring Defendants' offices. OL and JM were different ages, in different physical condition, experienced the impact from different locations in the vehicle, and suffered different injuries in the accident, to the extent that they suffered any injuries at all. Even so, the Referring Defendants caused OL and JM to be referred to Innovation Anesthesia and Chen for the provision of Fraudulent Services – incredibly, on the exact same date, February 17, 2021 – in exchange for unlawful compensation that Innovation Anesthesia and Chen provided to the Referring Defendants.

- (vi) On July 22, 2021, two Insureds – SA and KA – were involved in the same automobile accident. Thereafter, SA and KA sought treatment from the Referring Defendants at the Referring Defendants' offices. SA and KA were different ages, in different physical condition, experienced the impact from different locations in the vehicle, and suffered different injuries in the accident, to the extent that they suffered any injuries at all. Even so, the Referring Defendants caused SA and KA to be referred to Innovation Anesthesia and Chen for the provision of Fraudulent Services – incredibly, on the exact same date, September 1, 2021 – in exchange for unlawful compensation that Innovation Anesthesia and Chen provided to the Referring Defendants.
- (vii) On June 18, 2022, two Insureds – RR and LR – were involved in the same automobile accident. Thereafter, RR and LR sought treatment from the Referring Defendants at the Referring Defendants' offices. RR and LR were different ages, in different physical condition, experienced the impact from different locations in the vehicle, and suffered different injuries in the accident, to the extent that they suffered any injuries at all. Even so, the Referring Defendants caused RR and LR to be referred to Innovation Anesthesia and Chen for the provision of Fraudulent Services – incredibly, on the exact same date, July 1, 2022 – in exchange for unlawful compensation that Innovation Anesthesia and Chen provided to the Referring Defendants.
- (viii) On June 27, 2022, two Insureds – RR and RR – were involved in the same automobile accident. Thereafter, RR and RR sought treatment from the Referring Defendants at the Referring Defendants' offices. RR and RR were different ages, in different physical condition, experienced the impact from different locations in the vehicle, and suffered different injuries in the accident, to the extent that they suffered any injuries at all. Even so, the Referring Defendants caused RR and RR to be referred to Innovation Anesthesia and Chen for the provision of Fraudulent Services – incredibly, on the exact same date, July 29, 2022 – in exchange for unlawful compensation that Innovation Anesthesia and Chen provided to the Referring Defendants.
- (ix) On February 1, 2023, two Insureds – VG and PG – were involved in the same automobile accident. Thereafter, VG and PG sought treatment from the Referring Defendants at the Referring Defendants' offices. VG and PG were different ages, in different physical condition, experienced the impact from different locations in

the vehicle, and suffered different injuries in the accident, to the extent that they suffered any injuries at all. Even so, the Referring Defendants caused VG and PG to be referred to Innovation Anesthesia and Chen for the provision of Fraudulent Services – incredibly, on the exact same date, February 10, 2023 – in exchange for unlawful compensation that Innovation Anesthesia and Chen provided to the Referring Defendants.

- (x) On May 30, 2023, two Insureds – ND and KH – were involved in the same automobile accident. Thereafter, ND and KH sought treatment from the Referring Defendants at the Referring Defendants’ offices. ND and KH were different ages, in different physical condition, experienced the impact from different locations in the vehicle, and suffered different injuries in the accident, to the extent that they suffered any injuries at all. Even so, the Referring Defendants caused ND and KH to be referred to Innovation Anesthesia and Chen for the provision of Fraudulent Services – incredibly, on the exact same date, June 9, 2023 – in exchange for unlawful compensation that Innovation Anesthesia and Chen provided to the Referring Defendants.

78. These are only representative examples. In the claims identified in Exhibits “1” – “4”, the Referring Defendants – on numerous occasions – caused multiple Insureds from the same accident to be referred to Innovation Anesthesia and Chen for the provision of Fraudulent Services on or about the same date, despite the fact that the Insureds were differently situated and did not require the referrals in the first instance.

### **C. The Defendants’ Fraudulent Treatment and Billing Protocol**

#### **1. The Fraudulent Charges for Initial Examinations by Innovation Anesthesia, Chen, Liberty Park Chiro, Ciccone, Hao Acupuncture, and Wu**

79. Upon receiving a referral pursuant to the unlawful compensation that Innovation Anesthesia and Chen paid to the Referring Defendants, or from one of their other referral sources, Innovation Anesthesia and Chen purported to provide the vast majority of Insureds in the claims identified in Exhibit “1” with an initial examination.

80. Similarly, Liberty Park Chiro, Ciccone, Hao Acupuncture, and Wu also provided the vast majority of Insureds in the claims identified in Exhibits “3” – “4” with an initial examination.

81. As set forth in Exhibit “1”, Chen purported to perform virtually all of the putative initial examinations on behalf of Innovation Anesthesia, which were then billed through Innovation Anesthesia to GEICO under CPT codes 99244, 99204, and 99205, typically resulting in a charge of between \$136.78 and \$236.94 for each purported initial examination.

82. As set forth in Exhibit “3”, a chiropractor named Edward Desvernine, D.C. (“Desvernine”) as well as Ciccone purported to perform the vast majority of the putative initial examination on behalf of Liberty Park Chiro, which were then billed to GEICO under CPT code 99203, typically resulting in a charge of between \$50.38 and \$85.01 for each purported initial examination.

83. As set forth in Exhibit “4”, Wu, and an acupuncturist named Ying Li, L.Ac. (“Li”) purported to perform virtually all of the putative initial examinations on behalf of Hao Acupuncture, which were then billed through Hao Acupuncture to GEICO under CPT code 99203, typically resulting in a charge of \$54.74 for each purported initial examination.

84. In the claims for initial examinations identified in Exhibits “1” and “3”-“4”, the charges for the initial examinations were fraudulent in that they misrepresented Innovation Anesthesia, Chen, Liberty Park Chiro, Ciccone, Hao Acupuncture, and Wu’s eligibility to collect PIP Benefits in the first instance.

85. In fact, Innovation Anesthesia, Chen, Liberty Park Chiro, Ciccone, Hao Acupuncture, and Wu were not eligible to collect PIP Benefits in the claims for initial examinations that are identified in Exhibit “1” and “3”-“4”, because – as a result of the fraudulent and unlawful scheme described herein – neither Innovation Anesthesia, Liberty Park Chiro, Hao Acupuncture nor the examinations were in compliance with all significant laws and regulations or licensing laws governing healthcare practice.

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

**a. The Fraudulent Misrepresentation of Examinations as “Consultations”**

87. In every claim identified in Exhibit “1” for initial examinations under CPT codes 99244 and 99243, Innovation Anesthesia and Chen falsely represented that they provided a “consultation”, as opposed to an ordinary patient examination.

88. Pursuant to the applicable PIP fee schedules, the use of CPT codes 99244 and 99243 represents that a physician has performed a consultation at the request of another physician or other appropriate source.

89. Furthermore, pursuant to the applicable PIP fee schedules, the use of CPT codes 99244 and 99243 represents that the physician who purportedly conducted the consultation submitted a written consultation report to the physician or other appropriate source that purportedly requested the consultation in the first instance.

90. Though Innovation Anesthesia and Chen routinely billed for the initial examinations in the claims identified in Exhibit “1” as consultations under CPT codes 99244 and 99243, neither Chen nor any other physician or other healthcare provider associated with Innovation Anesthesia ever submitted any legitimate written consultation report to any physician or other referral source.

91. In the claims identified in Exhibit “1”, Innovation Anesthesia and Chen misrepresented their patient examinations to be consultations billable under CPT codes 99244 and 99243 because such consultations were reimbursable at a higher rate than commensurate, ordinary patient examinations.

**b. Misrepresentations Regarding the Severity of the Insureds’ Presenting Problems**

92. Moreover, in the claims for initial examinations under CPT codes 99203, 99204, 99205, 99244, and 99243 that are identified in Exhibits “1” and “3”-“4”, the Defendants routinely misrepresented the severity of the Insureds’ presenting problems.

93. At all relevant times, pursuant to the American Medical Association’s CPT Assistant, which is incorporated by reference into the applicable PIP fee schedules, the use of CPT codes 99205, 99204, or 99244 to bill for an initial patient examination typically required that the patient present with problems of moderate to high severity.

94. Pursuant to the CPT Assistant, the moderately to highly severe presenting problems that could support the use of CPT codes 99204, 99205, and 99244 to bill for an initial patient examination typically are problems that pose a serious threat to the patient’s health, or even the patient’s life.

95. Pursuant to the CPT Assistant, the use of CPT code 99203 or 99243 to bill for an initial patient examination typically required that the Insured present with problems of moderate severity.

96. Pursuant to the CPT Assistant, the moderately severe presenting problems that could support the use of CPT code 99203 or 99243 to bill for an initial patient examination typically are either chronic and relatively serious problems, acute problems requiring immediate invasive treatment, or issues that legitimately require physician counseling.

97. By contrast, to the extent that the Insureds in the claims identified in Exhibits “1”, and “3” - “4” had any presenting problems at all as the result of their minor automobile accidents, the problems virtually always were low or minimal severity soft tissue injuries such as sprains and strains.

98. Even so, in the claims for initial examinations identified in Exhibits “1” and “3”-“4”, Innovation Anesthesia, Chen, Liberty Park Chiro, Ciccone, Hao Acupuncture, and Wu routinely billed for their putative initial examinations using CPT code 99203, 99243, 99204, 99244, and 99205, and thereby falsely represented that the Insureds presented with problems of moderate severity or moderate to high severity.

99. For example:

- (i) On April 25, 2019, an Insured named MG was involved in an automobile accident. The contemporaneous police report indicated that MG’s vehicle was drivable following the accident. The police report further indicated that MG was not injured and did not complain of any pain at the scene. Nonetheless, MG presented later that same day to Northwell Health Hospital Emergency room where she was briefly observed on an outpatient basis and released shortly thereafter with no serious injury diagnosis. To the extent that MG experienced any health problems at all as the result of the accident, they were of low or minimal severity. Even so, following a purported initial examination of MG by Wu on May 25, 2019, Hao Acupuncture and Wu billed GEICO for the initial examination using CPT code 99203, and thereby falsely represented that the initial examination involved presenting problems of moderate severity.
- (ii) On May 23, 2019, an Insured named JS was involved in an automobile accident. Following the accident, JS was transported to Montefiore Mount Vernon Hospital. The contemporaneous hospital records indicated that JS was briefly observed on an outpatient basis, and was discharged that same day with a back pain and shoulder contusion diagnosis. To the extent that JS experienced any health problems at all as the result of the accident, they were of low severity. Even so, following a purported initial examination of JS by Chen on January 20, 2020, Innovation Anesthesia and Chen billed GEICO for the initial examination using CPT code 99204, and thereby falsely represented that the initial examination involved presenting problems of moderate to high severity.
- (iii) On June 3, 2019 an Insured named HR was involved in an automobile accident. The contemporaneous police report indicated that HR’s vehicle was drivable following the accident. The police report further indicated that RA was not injured in the accident. In keeping with the fact that HR was not seriously injured, HR did not visit any hospital emergency department following the accident. To the extent that HR experienced any health problems at all as the result of the accident, they were of low or minimal severity. Even so, following a purported initial examination of HR by Chen on August 27, 2019, Innovation Anesthesia and Chen billed GEICO for the initial examination using CPT code 99244, and thereby falsely represented

that the initial examination involved presenting problems of moderate to high severity.

- (iv) On June 29, 2019, an Insured named DB was involved in a minor automobile accident. The contemporaneous police report indicated that DB's vehicle was drivable following the accident. The police report further indicated that DB was not injured and did not complain of any pain. Nonetheless, DB presented the next day to Jamaica Hospital Medical Center where he was briefly observed on an outpatient basis and released shortly thereafter with no serious injury diagnosis. To the extent that DB experienced any health problems at all as the result of the accident, they were of low or minimal severity. Even so, following a purported initial examination of DB by Chen on July 23, 2019, Innovation Anesthesia and Chen billed GEICO for the initial examination using CPT code 99205, and thereby falsely represented that the initial examination involved presenting problems of moderate to high severity.
- (v) On September 4, 2019, an Insured named HB was involved in an automobile accident. The contemporaneous police report indicated that the accident was a low-impact collision, and that HB's vehicle was drivable following the accident. While the police report indicated that HB complained of minor back pain, when HB presented to Jamaica Hospital later that day she was briefly observed on an outpatient basis and released shortly thereafter with no serious injury diagnosis. To the extent that HB experienced any health problems at all as the result of the accident, they were of low or minimal severity. Even so, following a purported initial examination of HB by Chen on October 8, 2019, Innovation Anesthesia and Chen billed GEICO for the initial examination using CPT code 99244, and thereby falsely represented that the initial examination involved presenting problems of moderate to high severity.
- (vi) On October 14, 2019, an Insured named FO was involved in an automobile accident. The contemporaneous police report indicated that FO's vehicle was drivable following the accident. The police report further indicated that FO refused medical attention at the scene. In keeping with the fact that FO was not seriously injured, FO did not visit any hospital emergency department following the accident. To the extent that FO experienced any health problems at all as the result of the accident, they were of low or minimal severity. Even so, following a purported initial examination of FO by Chen on January 15, 2020, Innovation Anesthesia and Chen billed GEICO for the initial examination using CPT code 99244, and thereby falsely represented that the initial examination involved presenting problems of moderate to high severity.
- (vii) On December 22, 2019, an Insured named JD was involved in an automobile accident. The contemporaneous police report indicated that JD's vehicle was drivable following the accident. The police report further indicated that JD was not injured and did not complain of any pain at the scene. In keeping with the fact that JD was not seriously injured, JD did not visit any hospital emergency room

following the accident. To the extent that JD experienced any health problems at all as the result of the accident, they were of low or minimal severity. Even so, following a purported initial examination of FO on December 23, 2019 Hao Acupuncture and Wu billed GEICO for the initial examination using CPT code 99203, and thereby falsely represented that the initial examination involved presenting problems of moderate severity.

- (viii) On December 22, 2019, an Insured named HG was involved in an automobile accident. The contemporaneous police report indicated that HG's vehicle was drivable following the accident. The police report further indicated that HG was not injured and did not complain of any pain at the scene. In keeping with the fact that HG was not seriously injured, he did not visit any hospital emergency room following the accident. To the extent that HG experienced any health problems at all as the result of the accident, they were of low or minimal severity. Even so, following a purported initial examination of HG by Chen on December 24, 2019, Innovation Anesthesia and Chen billed GEICO for the initial examination using CPT code 99244, and thereby falsely represented that the initial examination involved presenting problems of moderate to high severity.
- (ix) On January 24, 2020, an Insured named YS was involved in an automobile accident. The contemporaneous police report indicated that YS was not injured in the accident. In keeping with the fact that YS was not seriously injured, YS did not visit any hospital emergency room following the accident. To the extent that YS experienced any health problems at all as the result of the accident, they were of low or minimal severity. Even so, following a purported initial examination of YS by Chen on February 26, 2020, Innovation Anesthesia and Chen billed GEICO for the initial examination using CPT code 99244, and thereby falsely represented that the initial examination involved presenting problems of moderate to high severity.
- (x) On February 14, 2020, an Insured named NS was in an automobile accident. Following the accident, NS was briefly observed on an outpatient basis at Jamaica Hospital Medical Center and released shortly thereafter with a neck muscle strain diagnosis. To the extent that NS experienced any health problems at all as the result of the accident, they were of low or minimal severity. Even so, following a purported initial examination of NS by Desvernine on February 19, 2020, Liberty Park Chiro and Ciccone billed GEICO for the initial examination using CPT code 9903, and thereby falsely represented that the initial examination involved presenting problems of moderate severity.
- (xi) On May 9, 2020, an Insured named RA was involved in an automobile accident. The contemporaneous police report indicated that RA was not injured in the accident. In keeping with the fact that RA was not seriously injured, RA did not visit any hospital emergency room following the accident. To the extent that RA experienced any health problems at all as the result of the accident, they were of low or minimal severity. Even so, following a purported initial examination of RA by Desvernine on May 18, 2020, Liberty Park Chiro and Ciccone billed GEICO for

the initial examination using CPT code 99203, and thereby falsely represented that the initial examination involved presenting problems of moderate severity.

- (xii) On June 22, 2020, an Insured named MF was involved in an automobile accident. The contemporaneous police report indicated that MF's vehicle was drivable following the accident. The police report further indicated that MF refused medical attention at the scene. In keeping with the fact that MF was not seriously injured, MF did not visit any hospital emergency department following the accident. To the extent that MF experienced any health problems at all as the result of the accident, they were of low or minimal severity. Even so, following a purported initial examination of MF by Li on June 24, 2020, Hao Acupuncture and Wu billed GEICO for the initial examination using CPT code 99203, and thereby falsely represented that the initial examination involved presenting problems of moderate severity.
- (xiii) On October 22, 2020, an Insured named MB was involved in an automobile accident. The contemporaneous police report indicated that MB's vehicle was drivable following the accident. The police report further indicated that MB was not injured and did not complain of any pain at the scene. Nonetheless, MB presented later that same day to Good Samaritan Hospital Emergency room where she was briefly observed on an outpatient basis and released shortly thereafter with a left shoulder strain diagnosis. To the extent that MB experienced any health problems at all as the result of the accident, they were of low or minimal severity. Even so, following a purported initial examination of MB by Chen on October 29, 2020, Innovation Anesthesia and Chen billed GEICO for the initial examination using CPT code 99204, and thereby falsely represented that the initial examination involved presenting problems of moderate to high severity.
- (xiv) On April 21, 2021, an Insured named PC was involved in an automobile accident. The contemporaneous police report indicated that PC's vehicle was drivable following the accident. The police report further indicated that PC was not injured and did not complain of any pain at the scene. Nonetheless, PC presented later that same day to Nyack Hospital Emergency room where he was briefly observed on an outpatient basis and released shortly thereafter with no serious injury diagnosis. To the extent that PC experienced any health problems at all as the result of the accident, they were of low or minimal severity. Even so, following a purported initial examination of PC by Chen on June 1, 2021, Innovation Anesthesia and Chen billed GEICO for the initial examination using CPT code 99204, and thereby falsely represented that the initial examination involved presenting problems of moderate to high severity.
- (xv) On May 17, 2021, an Insured named HK was involved in an automobile accident. HK's medical records indicated that HK was not seriously injured as a result of the accident. In keeping with the fact that HK was not seriously injured as a result of the accident, HK was not treated at the scene of the accident and did not visit any hospital emergency department following the accident. To the extent that HK experienced

any health issues as a result of the accident, they were low or minimal in severity. Even so, following a purported initial examination of HK by Desvernine on May 26, 2021, Liberty Park Chiro and Ciccone billed GEICO for the initial examination using CPT code 99203, and thereby falsely represented that the initial examination involved presenting problems of moderate severity.

100. These are only representative examples. In virtually all of the claims for initial examinations identified in Exhibits “1” and “3”-“4”, Innovation Anesthesia, Chen, Liberty Park Chiro, Ciccone, Hao Acupuncture, and Wu falsely represented that the Insureds presented with problems of moderate severity or moderate to high severity, when in fact the Insureds’ problems were low or minimal-severity soft tissue injuries such as sprains and strains, to the extent that they had any presenting problems at all at the time of the putative examinations.

101. In the claims for initial examinations identified in “1” and “3”-“4”, Innovation Anesthesia, Chen, Liberty Park Chiro, Ciccone, Hao Acupuncture, and Wu routinely falsely represented that the Insureds presented with problems of moderate severity and moderate to high severity in order to create a false basis for their charges for the putative examinations under CPT codes 99203, 99243, 99204, 99244, and 99205 because examinations billable under CPT codes 99203, 99243, 99204, 99244, and 99205 are reimbursable at a higher rate than examinations involving presenting problems of low severity, minimal severity, or no severity.

102. In the claims for initial examinations identified in 99203, 99243, 99204, 99244, and 99205 also routinely falsely represented that the Insureds presented with problems of moderate to high severity in order to create a false basis for the laundry list of other Fraudulent Services that the Defendants purported to provide to the Insureds.

**c. Misrepresentations Regarding the Amount of Time Spent on the Purported Examinations**

103. What is more, in the claims identified in Exhibits “1” and “3”-“4” for initial examinations under CPT codes 99205, 99244, 99204, 99203, and 99243, the Defendants

misrepresented and exaggerated the amount of face-to-face time that the examining chiropractor, acupuncturist, or physician spent with the Insureds or the Insureds' families.

104. Pursuant to the Fee Schedule, the use of CPT codes 99205 and 99244 to bill for an initial examination represented that the healthcare practitioner who performed the examination spent at least 60 minutes of face-to-face time with the patient or the patient's family.

105. Pursuant to the Fee Schedule, the use of CPT code 99204 to bill for an initial examination represented that the healthcare practitioner who performed the examination spent at least 45 minutes of face-to-face time with the patient or the patient's family.

106. Pursuant to the Fee Schedule, the use of CPT code 99203 and 99243 to bill for an initial examination represented that the healthcare practitioner who performed the examination spent at least 30 minutes of face-to-face time with the patient or the patient's family.

107. As set forth in Exhibit "1", Innovation Anesthesia and Chen submitted virtually all of their billing for initial examinations under CPT codes 99204, 99244, and 99205, and thereby represented that the physician who purported to perform the initial examinations spent between 45 to 60 minutes of face-to-face time with the Insureds or the Insureds' families during the putative examinations.

108. Moreover, as set forth in Exhibits "3" and "4", Liberty Park Chiro, Ciccone, Hao Acupuncture, and Wu submitted virtually all of their bills for initial examinations under CPT code 99203 and 99243 and thereby represented that the chiropractor or acupuncturist who purported to perform the initial examinations spent 30 minutes of face-to-face time with the Insureds or the Insureds' families during the putative examinations.

109. In fact, in the claims for initial examinations identified in Exhibits "1" and "3"- "4", none of the chiropractors, acupuncturists, or physicians associated with Innovation Anesthesia,

Liberty Park Chiro, or Hao Acupuncture ever spent at least 30 minutes – much less 45 minutes or 60 minutes – of face-to-face time with the Insureds or their families when conducting the examinations.

110. Rather, in the claims for initial examinations identified in Exhibits in Exhibits “1” and “3”-“4”, the initial examinations did not entail more than 15-20 minutes of face-to-face time between the examining healthcare practitioners and the Insureds or their families, to the extent that the examinations actually were performed in the first instance.

111. For instance, and in keeping with the fact that the initial examinations allegedly provided through Innovation Anesthesia, Liberty Park Chiro, or Hao Acupuncture did not entail more than 15 or 20 minutes of face-to-face time with the Insureds or their families, the providers used template forms in purporting to conduct the initial examinations.

112. The template forms that the providers used in purporting to conduct the initial examinations set forth a very limited range of examination parameters.

113. The only face-to-face time between the examining healthcare practitioners and the Insureds that was reflected in the limited range of examination parameters consisted of brief patient interviews and limited examinations of the Insureds’ musculoskeletal systems.

114. These brief interviews and limited examinations did not require Chen, Ciccone, Wu, or any other healthcare practitioners associated with Innovation Anesthesia, Liberty Park Chiro, or Hao Acupuncture, to spend more than 15 or 20 minutes of face-to-face time with the Insureds or their families.

115. In the claims for initial examinations identified in Exhibits “1” and “3”-“4”, the Defendants falsely represented that the examinations and consultations involved between 30 to 60 minutes of face-to-face time with the Insureds or their families in order to create a false basis for

their charges under CPT codes 99203, 99243, 99204, 99205, and 99244 because examinations billable under CPT codes 99203, 99243, 99204, 99205, and 99244 are reimbursable at a higher rate than examinations that require less time to perform.

**d. Misrepresentations Regarding “Detailed” or “Comprehensive” Physical Examinations**

116. Pursuant to the applicable PIP fee schedules, at all relevant times the use of CPT codes 99204, 92244, or 99205 to bill for a patient examination represented that the healthcare practitioner who performed the examination conducted a “comprehensive” physical examination, which in turn requires either a general examination of at least eight patient organ systems, or a complete examination of a single patient organ system.

117. In the claims for initial examinations identified in Exhibit “1” when Innovation Anesthesia and Chen billed for the initial patient examinations under CPT codes 99204, 92244, and 99205 they falsely represented that they provided “comprehensive” patient examinations to the Insureds they purported to treat during the initial examinations.

118. In fact, with respect to the claims for initial examinations under CPT codes 99204, 92244, and 99205 t that are identified in Exhibit “1”, Innovation Anesthesia and Chen routinely failed to provide “comprehensive” patient examinations to the Insureds, because they failed to provide a general examination of multiple patient organ systems, or provide a complete examination of a single patient organ system.

119. For instance, in each of the claims for initial examinations under CPT code 99204 and 92244 identified in Exhibit “1”, neither Chen, nor any other healthcare provider associated with Innovation Anesthesia, ever conducted any general examination of multiple patient organ systems, inasmuch as they did not document findings with respect to at least eight organ systems.

120. Furthermore, although Innovation Anesthesia and Chen often purported to provide an examination of the Insureds' musculoskeletal systems during the initial examinations in the claims identified in Exhibit "1", the musculoskeletal examinations did not qualify as "complete", because they failed to document:

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

121. For example:

- (i) On or about January 8, 2019, Innovation Anesthesia and Chen billed GEICO under CPT code 99205 for an initial examination that Chen purported to perform on an Insured named DD, and thereby represented that they had provided a "comprehensive" physical examination to DD. However, Chen did not document findings with respect to at least eight of DD's organ systems, nor did he document a "complete" examination of DD's musculoskeletal system, despite the fact that – to the extent that DD had any complaints at all as a result of the automobile accident – they were limited to musculoskeletal complaints.

- (ii) On or about July 16, 2019, Innovation Anesthesia and Chen billed GEICO under CPT code 99205 for an initial examination that Chen purported to perform on an Insured named GD, and thereby represented that they had provided a “comprehensive” physical examination to GD. However, Chen did not document findings with respect to at least eight of GD’s organ systems, nor did he document a “complete” examination of GD’s musculoskeletal system, despite the fact that – to the extent that GD had any complaints at all as a result of the automobile accident – they were limited to musculoskeletal complaints.
- (iii) On or about January 9, 2020, Innovation Anesthesia and Chen billed GEICO under CPT code 99244 for an initial examination that Chen purported to perform on an Insured named MH, and thereby represented that they had provided a “comprehensive” physical examination to MH. However, Chen did not document findings with respect to at least eight of MH’s organ systems, nor did he document a “complete” examination of MH’s musculoskeletal system, despite the fact that – to the extent that MH had any complaints at all as a result of the automobile accident – they were limited to musculoskeletal complaints.
- (iv) On or about January 22, 2020, Innovation Anesthesia and Chen billed GEICO under CPT code 99205 for an initial examination that Chen purported to perform on an Insured named AH, and thereby represented that they had provided a “comprehensive” physical examination to AH. However, Chen did not document findings with respect to at least eight of AH’s organ systems, nor did he document a “complete” examination of AH’s musculoskeletal system, despite the fact that – to the extent that AH had any complaints at all as a result of the automobile accident – they were limited to musculoskeletal complaints.
- (v) On or about June 17, 2020, Innovation Anesthesia and Chen billed GEICO under CPT code 99244 for an initial examination that Chen purported to perform on an Insured named KK, and thereby represented that they had provided a “comprehensive” physical examination to KK. However, Chen did not document findings with respect to at least eight of KK’s organ systems, nor did he document a “complete” examination of KK’s musculoskeletal system, despite the fact that – to the extent that MH had any complaints at all as a result of the automobile accident – they were limited to musculoskeletal complaints.

122. These are only representative examples. In the claims for initial examinations under CPT codes 99204, 92244, and 99205 that are identified in Exhibit “1”, Innovation Anesthesia and Chen routinely falsely represented that they had provided “comprehensive” patient examinations, and that their putative examinations therefore were billable under CPT codes 99204, 99244, and 99205 because examinations that are billable under CPT codes 99204, 99244, and 99205 are

reimbursable at higher rates than examinations that do not require “comprehensive” patient examinations.

123. Pursuant to the applicable PIP fee schedules, at all relevant times the use of CPT codes 99203 and 99243 to bill for a patient examination represented that the healthcare practitioner who performed the examination conducted a “detailed” physical examination, which in turn requires an extended examination of the Insureds’ relevant systems.

124. In the claims identified in Exhibits “1” and “3”-“4”, when the Defendants billed for the initial examinations under CPT codes 99203 or 99243, they falsely represented that the healthcare practitioners who purported to perform the examinations performed “detailed” patient examinations on the Insureds they purported to treat during the initial examinations.

125. In fact, with respect to the claims for initial examinations under CPT codes 99203 and 99243 that are identified in Exhibits “3”-“4”, Liberty Park Chiro, Ciccone, Hao Acupuncture, and Wu routinely failed to provide an extended examination of the Insureds’ musculoskeletal systems.

126. For instance, in the claims under CPT codes 99203 or 99243 identified in Exhibits “3”-“4”, Liberty Park Chiro, Ciccone, Hao Acupuncture, and Wu routinely failed to provide an extended examination of the Insureds’ musculoskeletal systems, inasmuch as they did not document findings with respect to the following:

- (i) measurement of any three of the following seven vital signs: (a) sitting or standing blood pressure; (b) supine blood pressure; (c) pulse rate and regularity; (d) respiration; (e) temperature; (f) height; (g) weight;
- (ii) general appearance of patient (e.g., development, nutrition, body habitus, deformities, attention to grooming);
- (iii) examination of peripheral vascular system by observation (e.g., swelling, varicosities) and palpation (e.g., pulses, temperature, edema, tenderness);

- (iv) palpation of lymph nodes in neck, axillae, groin and/or other location;
- (v) brief assessment of mental status;
- (vi) examination of gait and station;
- (vii) inspection and/or palpation of skin and subcutaneous tissue (e.g., scars, rashes, lesions, café au-lait spots, ulcers) in four of the following six areas: (a) head and neck; (b) trunk; (c) right upper extremity; (d) left upper extremity; (e) right lower extremity; and (f) left lower extremity;
- (viii) coordination;
- (ix) examination of deep tendon reflexes and/or nerve stretch test with notation of pathological reflexes; and/or
- (x) examination of sensation.

127. For example:

- (i) On or about December 3, 2019, Liberty Park Chiro and Ciccone billed GEICO under CPT code 99203 for an initial examination that Ciccone purported to perform on an Insured named ML, and thereby represented that they had provided a “detailed” physical examination to ML. However, Ciccone did not document an extended examination of ML’s musculoskeletal system, despite the fact that – to the extent ML had any complaints at all as the result of the automobile accident – they were limited to musculoskeletal complaints.
- (ii) On or about December 12, 2019, Liberty Park Chiro and Ciccone billed GEICO under CPT code 99203 for an initial examination that Ciccone purported to perform on an Insured named OF, and thereby represented that they had provided a “detailed” physical examination to OF. However, Ciccone did not document an extended examination of OF’s musculoskeletal system, despite the fact that – to the extent OF had any complaints at all as the result of the automobile accident – they were limited to musculoskeletal complaints.
- (iii) On or about January 8, 2020, Hao Acupuncture and Wu billed GEICO under CPT code 99203 for an initial examination that Wu purported to perform on an Insured AM, and thereby represented that they had provided a “detailed” physical examination to AM. However, Wu did not document an extended examination of AM’s musculoskeletal system, despite the fact that – to the extent AM had any complaints at all as the result of the automobile accident – they were limited to musculoskeletal complaints.
- (iv) On or about January 29, 2020, Hao Acupuncture and Wu billed GEICO under CPT code 99203 for an initial examination that Wu purported to perform on an Insured

MQ, and thereby represented that they had provided a “detailed” physical examination to MQ. However, Wu did not document an extended examination of MQ’s musculoskeletal system, despite the fact that – to the extent MQ had any complaints at all as the result of the automobile accident – they were limited to musculoskeletal complaints.

- (v) On or about March 17, 2020, Liberty Park Chiro and Ciccone billed GEICO under CPT code 99203 for an initial examination that Ciccone purported to perform on an Insured MK, and thereby represented that they had provided a “detailed” physical examination to MK. However, Ciccone did not document an extended examination of MK’s musculoskeletal system, despite the fact that – to the extent MK had any complaints at all as the result of the automobile accident – they were limited to musculoskeletal complaints.

128. These are only representative examples. In the claims for initial examinations under CPT codes 99203 and 99243 that are identified in Exhibits “3”-“4”, Liberty Park Chiro, Ciccone, Hao Acupuncture, and Wu routinely falsely represented that they had provided “detailed” physical examinations to the Insureds in order to create a false basis for their charges for examinations under CPT codes 99203 and 99243, because examinations billable under CPT codes 99203 and 99243 are reimbursable at higher rates than examinations that do not require the examining physician to provide “detailed” physical examinations.

**e. Misrepresentations Regarding the Extent of Medical Decision-Making**

129. Moreover, pursuant to the applicable PIP fee schedules, the use of CPT code 99205 to bill for a patient examination represents that the physician who performed the examination engaged in legitimate, “high complexity” medical decision-making.

130. Pursuant to the Fee Schedule, the use of CPT codes 99204 and 99244 to bill for a patient examination represents that the physician who performed the examination engaged in legitimate, “moderate complexity” medical decision-making.

131. Similarly, pursuant to the Fee Schedule, the use of CPT code 99203 to bill for a patient examination represents that the physician or other healthcare practitioner who performed the examination engaged in legitimate, “low complexity” medical decision-making.

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

133. As set forth above, pursuant to the CPT Assistant, the presenting problems that could require legitimate moderate or high complexity medical decision-making, and therefore support the use of CPT codes 99204, 99244, and 99205 to bill for an initial examination, typically are problems that pose a serious threat to the patient’s health, or even the patient’s life.

134. Similarly, as set forth above, pursuant to the CPT Assistant, the presenting problems that could require legitimate low complexity medical decision-making, and therefore support the use of CPT code 99203 to bill for an initial examination, typically are either chronic and relatively serious problems, acute problems requiring immediate invasive treatment, or issues that legitimately require physician counseling.

135. By contrast, to the extent that the Insureds in the claims identified in Exhibits “1”, “3-4”, had any presenting problems at all as the result of their minor automobile accidents, the problems virtually always were minor soft tissue injuries such as sprains and strains.

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

137. First, in Innovation Anesthesia, Liberty Park Chiro, and Hao Acupuncture's claims for initial examinations identified in Exhibits "1" and "3"- "4", the initial examinations did not involve the retrieval, review, or analysis of any significant amount of medical records, diagnostic tests, or other information.

138. When the Insureds in the claims identified in Exhibits "1" and "3"- "4" presented to Innovation Anesthesia, Chen, Liberty Park Chiro, Ciccone, Hao Acupuncture, and Wu for "treatment", Innovation Anesthesia, Chen, Liberty Park Chiro, Ciccone, Hao Acupuncture, and Wu did not review any significant amount of the Insureds' preexisting medical records.

139. Second, in Innovation Anesthesia, Chen, Liberty Park Chiro, Ciccone, Hao Acupuncture, and Wu's claims for initial examinations identified in Exhibits "1" and "3"- "4", there was no risk of significant complications or morbidity – much less mortality – from the Insureds' relatively minor soft tissue injury complaints, to the extent that they ever had any continuing complaints arising from automobile accidents at all.

140. Nor, by extension, was there any risk of significant complications, morbidity, or mortality from the diagnostic procedures or treatment options provided by Innovation Anesthesia, Chen, Liberty Park Chiro, Ciccone, Hao Acupuncture, and Wu, to the extent that they provided any such diagnostic procedures or treatment options in the first instance.

141. In almost every instance, any "treatments" that Innovation Anesthesia, Chen, Liberty Park Chiro, Ciccone, Hao Acupuncture, and Wu actually provided were limited to the Fraudulent Services, none of which was health or life threatening if properly performed.

142. Third, in Innovation Anesthesia, Chen, Liberty Park Chiro, Ciccone, Hao Acupuncture, and Wu's claims for initial examinations identified in Exhibits "1" and "3"- "4", Innovation Anesthesia, Chen, Liberty Park Chiro, Ciccone, Hao Acupuncture, and Wu did not

consider any significant number of diagnoses or treatment options for the Insureds during the initial examinations.

143. Specifically, in the claims identified in Exhibits “1” and “3”-“4” during the initial examinations the Insureds did not present with any significant continuing medical problems that legitimately could be traced to an underlying automobile accident.

144. Even so, Innovation Anesthesia, Chen, Liberty Park Chiro, Ciccone, Hao Acupuncture, and Wu prepared initial examination reports in which they provided a false series of objectively unverifiable soft tissue injury “diagnoses” to virtually every Insured.

145. Then, based upon these false “diagnoses”, Innovation Anesthesia and Chen directed Insureds: (i) to continue to receive medically unnecessary chiropractic, physical therapy, and acupuncture treatment – often from Liberty Park Chiro, Ciccone, Hao Acupuncture, and Wu as unlawful compensation for their initial referrals of the Insureds – despite the fact that the Insureds typically had already received months of chiropractic, physical therapy, and acupuncture treatment that supposedly had not remediated their purported symptoms; and (ii) to receive medically unwarranted interventional pain management injections from Innovation Anesthesia and Chen regardless of their individual circumstances.

146. For example:

- (i) On May 23, 2019, an Insured named JS was involved in an automobile accident. Following the accident, JS was transported to Montefiore Mount Vernon Hospital. The contemporaneous hospital records indicated that JS was briefly observed on an outpatient basis, and was discharged that same day with a back pain and shoulder contusion diagnosis. To the extent that JS experienced any health problems at all as the result of the accident, they were of low severity. On January 20, 2020, Chen purported to conduct an initial examination of JS. Chen did not retrieve, review, or analyze any significant amount of medical records, diagnostic tests, or other information in connection with the examination. Moreover, Chen did not consider any significant number of diagnoses or management options in connection with the examination. Instead, Chen provided JS with substantially the same, false list of objectively unverifiable soft tissue injury “diagnoses” that he provided to virtually

every other Insured. Furthermore, neither JS's presenting problems, nor the treatment plan provided to JS by Innovation Anesthesia and Chen, presented any risk of significant complications, morbidity, or mortality. To the contrary, JS did not need any extensive treatment at all as a result of the accident, and the treatment plan provided by Innovation Anesthesia and Chen consisted of medically unnecessary physical therapy, chiropractic, an acupuncture, which, if performed correctly, posed the least bit of risk to JS. Even so, Innovation Anesthesia and Chen billed GEICO for the initial examination using CPT code 99204, and thereby falsely represented that Chen engaged in some legitimate, moderate complexity medical decision-making during the purported examination.

- (ii) June 3, 2019 an Insured named HR was involved in an automobile accident. The contemporaneous police report indicated that HR's vehicle was drivable following the accident. The police report further indicated that HR was not injured in the accident. In keeping with the fact that HR was not seriously injured, HR did not visit any hospital emergency department following the accident. To the extent that HR experienced any health problems at all as the result of the accident, they were of low or minimal severity. On August 27, 2019, Chen purported to conduct an initial examination of HR. Chen did not retrieve, review, or analyze any significant amount of medical records, diagnostic tests, or other information in connection with the examination. Moreover, Chen did not consider any significant number of diagnoses or management options in connection with the examination. Instead, Chen provided HR with substantially the same, false list of objectively unverifiable soft tissue injury "diagnoses" that he provided to virtually every other Insured. Furthermore, neither HR's presenting problems, nor the treatment plan provided to HR by Innovation Anesthesia and Chen, presented any risk of significant complications, morbidity, or mortality. To the contrary, HR did not need any extensive treatment at all as a result of the accident, and the treatment plan provided by Innovation Anesthesia and Chen consisted of medically unnecessary physical therapy, chiropractic, acupuncture, and interventional pain management services, which, if performed correctly, posed the least bit of risk to HR. Even so, Innovation Anesthesia and Chen billed GEICO for the initial examination using CPT code 99244, and thereby falsely represented that Chen engaged in some legitimate, moderate complexity medical decision-making during the purported examination.
- (iii) On September 4, 2019, an Insured named HB was involved in an automobile accident. The contemporaneous police report indicated that the accident was a low-impact collision, and that HB's vehicle was drivable following the accident. While the police report indicated that HB complained of minor back pain, when HB presented to Jamaica Hospital later that day she was briefly observed on an outpatient basis and released shortly thereafter with no serious injury diagnosis. To the extent that HB experienced any health problems at all as the result of the accident, they were of low or minimal severity. On October 8, 2019, Chen purported to conduct an initial examination of HB. Chen did not retrieve, review, or analyze any significant amount of medical records, diagnostic tests, or other information in connection with the examination. Moreover, Chen did not consider

any significant number of diagnoses or management options in connection with the examination. Instead, Chen provided HB with substantially the same, false list of objectively unverifiable soft tissue injury “diagnoses” that he provided to virtually every other Insured. Furthermore, neither HB’s presenting problems, nor the treatment plan provided to HB by Innovation Anesthesia and Chen, presented any risk of significant complications, morbidity, or mortality. To the contrary, HB did not need any extensive treatment at all as a result of the accident, and the treatment plan provided by Innovation Anesthesia and Chen consisted of medically unnecessary chiropractic, physical therapy, acupuncture, and interventional pain management services, none of which, if performed correctly, posed the least bit of risk to HB. Even so, Innovation Anesthesia and Chen billed GEICO for the initial examination using CPT code 99244, and thereby falsely represented that Chen engaged in some legitimate, moderate complexity medical decision-making during the purported examination.

- (iv) On December 22, 2019, an Insured named HG was involved in an automobile accident. The contemporaneous police report indicated that HG’s vehicle was drivable following the accident. The police report further indicated that SP was not injured and did not complain of any pain at the scene. In keeping with the fact that HG was not seriously injured, he did not visit any hospital emergency room following the accident. To the extent that HG experienced any health problems at all as the result of the accident, they were of low or minimal severity. On December 24, 2019, Chen purported to conduct an initial examination of HG. Chen did not retrieve, review, or analyze any significant amount of medical records, diagnostic tests, or other information in connection with the examination. Moreover, Chen did not consider any significant number of diagnoses or management options in connection with the examination. Instead, Chen provided HG with substantially the same, false list of objectively unverifiable soft tissue injury “diagnoses” that he provided to virtually every other Insured. Furthermore, neither HG’s presenting problems, nor the treatment plan provided to HG by Innovation Anesthesia and Chen, presented any risk of significant complications, morbidity, or mortality. To the contrary, HG did not need any extensive treatment at all as a result of the accident, and the treatment plan provided by Innovation Anesthesia and Chen which consisted of medically unnecessary chiropractic, physical therapy, acupuncture, and interventional pain management services, none of which, if performed correctly, posed the least bit of risk to HG. Even so, Innovation Anesthesia and Chen billed GEICO for the initial examination using CPT code 99244, and thereby falsely represented that Chen engaged in some legitimate, moderate complexity medical decision-making during the purported examination.
- (v) On January 24, 2020, an Insured named YS was involved in an automobile accident. The contemporaneous police report indicated that YS was not injured in the accident. In keeping with the fact that YS was not seriously injured, YS did not visit any hospital emergency room following the accident. To the extent that YS experienced any health problems at all as the result of the accident, they were of low or minimal severity. On January 31, 2020, Li purported to conduct an initial

examination of YS. Li did not retrieve, review, or analyze any significant amount of medical records, diagnostic tests, or other information in connection with the examination. Moreover, Li did not consider any significant number of diagnoses or management options in connection with the examination. Instead, Li provided YS with substantially the same, false list of objectively unverifiable soft tissue injury “diagnoses” that he provided to virtually every other Insured. Furthermore, neither YS’s presenting problems, nor the treatment plan provided to YS by Innovation Anesthesia and Li, presented any risk of significant complications, morbidity, or mortality. To the contrary, YS did not need any extensive treatment at all as a result of the accident, and the treatment plan provided by Hao Acupuncture, Li, and Wu consisted of medically unnecessary acupuncture, which, if performed correctly, posed the least bit of risk to YS. Even so, Hao Acupuncture and Wu billed GEICO for the initial examination using CPT code 99203, and thereby falsely represented that Li engaged in some legitimate, low complexity medical decision-making during the purported examination.

- (vi) On May 9, 2020, an Insured named RA was involved in an automobile accident. The contemporaneous police report indicated that RA was not injured in the accident. In keeping with the fact that RA was not seriously injured, RA did not visit any hospital emergency room following the accident. To the extent that RA experienced any health problems at all as the result of the accident, they were of low or minimal severity. On May 18, 2020, Desvernine purported to conduct an initial examination of RA. Desvernine did not retrieve, review, or analyze any significant amount of medical records, diagnostic tests, or other information in connection with the examination. Moreover, Desvernine did not consider any significant number of diagnoses or management options in connection with the examination. Instead, Desvernine provided RA with substantially the same, false list of objectively unverifiable soft tissue injury “diagnoses” that he provided to virtually every other Insured. Furthermore, neither RA’s presenting problems, nor the treatment plan provided to RA by Liberty Park Chiro and Ciccone, presented any risk of significant complications, morbidity, or mortality. To the contrary, RA did not need any extensive treatment at all as a result of the accident, and the treatment plan provided by Liberty Park Chiro and Ciccone consisted of medically unnecessary chiropractic, which, if performed correctly, posed the least bit of risk to RA. Even so, Liberty Park Chiro and Ciccone billed GEICO for the initial examination using CPT code 99203, and thereby falsely represented that Desvernine engaged in some legitimate, low complexity medical decision-making during the purported examination.
- (vii) June 22, 2020, an Insured named MF was involved in an automobile accident. The contemporaneous police report indicated that MF’s vehicle was drivable following the accident. The police report further indicated that MF refused medical attention at the scene. In keeping with the fact that MF was not seriously injured, MF did not visit any hospital emergency department following the accident. To the extent that MF experienced any health problems at all as the result of the accident, they were of low or minimal severity. On June 24, 2020, Desvernine purported to conduct an

initial examination of MF. Desvernine did not retrieve, review, or analyze any significant amount of medical records, diagnostic tests, or other information in connection with the examination. Moreover, Desvernine did not consider any significant number of diagnoses or management options in connection with the examination. Instead, Desvernine provided MF with substantially the same, false list of objectively unverifiable soft tissue injury “diagnoses” that he provided to virtually every other Insured. Furthermore, neither MF’s presenting problems, nor the treatment plan provided to MF by Liberty Park Chiro and Ciccone, presented any risk of significant complications, morbidity, or mortality. To the contrary, MF did not need any extensive treatment at all as a result of the accident, and the treatment plan provided by Liberty Park Chiro and Ciccone consisted of medically unnecessary chiropractic, which, if performed correctly, posed the least bit of risk to MF. Even so, Liberty Park Chiro and Ciccone billed GEICO for the initial examination using CPT code 99203, and thereby falsely represented that Desvernine engaged in some legitimate, low complexity medical decision-making during the purported examination.

- (viii) On October 22, 2020, an Insured named MB was involved in an automobile accident. The contemporaneous police report indicated that MB’s vehicle was drivable following the accident. The police report further indicated that MB was not injured and did not complain of any pain at the scene. Nonetheless, MB presented later that same day to Good Samaritan Hospital Emergency room where she was briefly observed on an outpatient basis and released shortly thereafter with a left shoulder strain diagnosis. To the extent that MB experienced any health problems at all as the result of the accident, they were of low or minimal severity. On October 29 2020, Chen purported to conduct an initial examination of MB. Chen did not retrieve, review, or analyze any significant amount of medical records, diagnostic tests, or other information in connection with the examination. Moreover, Chen did not consider any significant number of diagnoses or management options in connection with the examination. Instead, Chen provided MB with substantially the same, false list of objectively unverifiable soft tissue injury “diagnoses” that he provided to virtually every other Insured. Furthermore, neither MB’s presenting problems, nor the treatment plan provided to MB by Innovation Anesthesia and Chen, presented any risk of significant complications, morbidity, or mortality. To the contrary, MB did not need any extensive treatment at all as a result of the accident, and the treatment plan provided by Innovation Anesthesia and Chen consisted of medically unnecessary physical therapy, chiropractic, acupuncture, and interventional pain management services, which, if performed correctly, posed the least bit of risk to MB. Even so, Innovation Anesthesia and Chen billed GEICO for the initial examination using CPT code 99204, and thereby falsely represented that Chen engaged in some legitimate, moderate complexity medical decision-making during the purported examination.
- (ix) On April 21, 2021, an Insured named PC was involved in an automobile accident. The contemporaneous police report indicated that PC’s vehicle was drivable following the accident. The police report further indicated that PC was not injured

and did not complain of any pain at the scene. Nonetheless, PC presented later that same day to Nyack Hospital Emergency room where he was briefly observed on an outpatient basis and released shortly thereafter with no serious injury diagnosis. To the extent that PC experienced any health problems at all as the result of the accident, they were of low or minimal severity. On June 1, 2021, Chen purported to conduct an initial examination of PC. Chen did not retrieve, review, or analyze any significant amount of medical records, diagnostic tests, or other information in connection with the examination. Moreover, Chen did not consider any significant number of diagnoses or management options in connection with the examination. Instead, Chen provided PC with substantially the same, false list of objectively unverifiable soft tissue injury “diagnoses” that he provided to virtually every other Insured. Furthermore, neither PC’s presenting problems, nor the treatment plan provided to PC by Innovation Anesthesia and Chen, presented any risk of significant complications, morbidity, or mortality. To the contrary, PC did not need any extensive treatment at all as a result of the accident, and the treatment plan provided by Liberty Park Chiro and Ciccone consisted of medically unnecessary physical therapy, chiropractic, acupuncture, and interventional pain management services, which, if performed correctly, posed the least bit of risk to PC. Even so, Innovation Anesthesia and Chen billed GEICO for the initial examination using CPT code 99204, and thereby falsely represented that Chen engaged in some legitimate, moderate complexity medical decision-making during the purported examination.

- (x) On May 17, 2021, an Insured named HK was involved in an automobile accident. HK’s medical records indicated that HK was not seriously injured as a result of the accident. In keeping with the fact that HK was not seriously injured as a result of the accident, HK was not treated at the scene of the accident and did not visit any hospital emergency department following the accident. To the extent that HK experienced any health issues as a result of the accident, they were low or minimal in severity. On May 26, 2021, Desvernine purported to conduct an initial examination of HK. Desvernine did not retrieve, review, or analyze any significant amount of medical records, diagnostic tests, or other information in connection with the examination. Moreover, Desvernine did not consider any significant number of diagnoses or management options in connection with the examination. Instead, Desvernine provided HK with substantially the same, false list of objectively unverifiable soft tissue injury “diagnoses” that he provided to virtually every other Insured. Furthermore, neither HK’s presenting problems, nor the treatment plan provided to HK by Liberty Park Chiro and Ciccone, presented any risk of significant complications, morbidity, or mortality. To the contrary, HK did not need any extensive treatment at all as a result of the accident, and the treatment plan provided by Liberty Park Chiro and Ciccone consisted of medically unnecessary chiropractic, which, if performed correctly, posed the least bit of risk to HK. Even so, Liberty Park Chiro and Ciccone billed GEICO for the initial examination using CPT code 99203, and thereby falsely represented that Desvernine engaged in some legitimate, low complexity medical decision-making during the purported examination.

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

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

149. As set forth above, virtually all of the Insureds whom Innovation Anesthesia, Chen, Liberty Park Chiro, Ciccone, Hao Acupuncture, and Wu purported to treat were involved in relatively minor accidents.

150. It is extremely improbable that any two Insureds involved in any one of these minor automobile accidents would suffer substantially identical injuries as the result of their accidents or require a substantially identical course of treatment.

151. It is even more improbable – to the point of impossibility – that this would occur repeatedly, often with the Insureds presenting at Innovation Anesthesia, Liberty Park Chiro, and Hao Acupuncture, with substantially identical injuries on or about the exact same dates days, weeks, or even months after their accidents.

152. Even so, and in keeping with the fact that Innovation Anesthesia, Chen, Liberty Park Chiro, Ciccone, Hao Acupuncture, and Wu's putative "diagnoses" were false, and in keeping with the fact that their putative initial examinations involved no actual medical decision-making at all, Innovation Anesthesia, Chen, Liberty Park Chiro, Ciccone, Hao Acupuncture, and Wu frequently issued substantially identical, false "diagnoses", on or about the same date, to more than one Insured involved in a single accident, and recommended a substantially identical course of medically unnecessary "treatment" to the Insureds, despite the fact that they were differently situated.

153. For example:

- (i) On October 9, 2019 two Insureds – NU and PU – were involved in an automobile accident. Six days later, NU and PU both presented – incredibly – on the exact same date, October 15, 2019 to Hao Acupuncture for initial examinations by Wu. NU and PU were both different ages, in different physical condition, and experienced the impact from different locations in the vehicle. To the extent that NU and PU suffered any injuries at all in their accident, the injuries were different. Even so, at the conclusion of the putative initial examinations, Hao Acupuncture and Wu provided NU and PU with substantially identical “diagnoses”, and recommended a substantially identical course of “treatment” for both of them.
- (ii) On December 22, 2019, two Insureds – MH and MH – were involved in an automobile accident. Over two weeks later, MH and MH both presented – incredibly – on the exact same date, January 9, 2020, to Innovation Anesthesia for initial examinations by Chen. MH and MH were both different ages, in different physical condition, and experienced the impact from different locations in the vehicle. To the extent that MH and MH suffered any injuries at all in their accident, the injuries were different. Even so, at the conclusion of the putative initial examinations, Chen provided MH and MH with substantially identical “diagnoses”, and recommended a substantially identical course of “treatment” for both of them.
- (iii) On June 25, 2020, two Insureds – CC and PR – were involved in an automobile accident. Over three weeks later, CC and PR both presented – incredibly – on the exact same date, July 22, 2020, to Innovation Anesthesia for initial examinations by Chen. CC and PR were both different ages, in different physical condition, and experienced the impact from different locations in the vehicle. To the extent that CC and PR suffered any injuries at all in their accident, the injuries were different. Even so, at the conclusion of the putative initial examinations, Chen provided CC and PR with substantially identical “diagnoses”, and recommended a substantially identical course of “treatment” for both of them.
- (iv) On January 12, 2021 two Insureds – RG and MC – were involved in an automobile accident. Six days later, RG and MC both presented – incredibly – on the exact same date, January 18, 2021 to Innovation Anesthesia for initial examinations by Chen. RG and MC were both different ages, in different physical condition, and experienced the impact from different locations in the vehicle. To the extent that RG and MC suffered any injuries at all in their accident, the injuries were different. Even so, at the conclusion of the putative initial examinations, Chen provided RG and MC with substantially identical “diagnoses”, and recommended a substantially identical course of “treatment” for both of them.
- (v) On January 23, 2021, two Insureds – OL and JM – were involved in an automobile accident. Over three weeks later, OL and JM both presented – incredibly – on the exact same date, February 17, 2021, to Innovation Anesthesia for initial examinations by Chen. OL and JM were both different ages, in different physical

condition, and experienced the impact from different locations in the vehicle. To the extent that OL and JM suffered any injuries at all in their accident, the injuries were different. Even so, at the conclusion of the putative initial examinations, Chen provided OL and JM with substantially identical “diagnoses”, and recommended a substantially identical course of “treatment” for both of them.

- (vi) On July 22, 2021, two Insureds – KA and SA – were involved in an automobile accident. Over six weeks later, KA and SA both presented – incredibly – on the exact same date, September 9, 2021, to Innovation Anesthesia for initial examinations by Chen. KA and SA were both different ages, in different physical condition, and experienced the impact from different locations in the vehicle. To the extent that KA and SA suffered any injuries at all in their accident, the injuries were different. Even so, at the conclusion of the putative initial examinations, Chen provided KA and SA with substantially identical “diagnoses”, and recommended a substantially identical course of “treatment” for both of them.
- (vii) On January 27, 2022 two Insureds – KS and JS – were involved in an automobile accident. Eight days later, KS and JS both presented – incredibly – on the exact same date, February 5, 2022 to Hao Acupuncture for initial examinations by Wu. KS and JS were both different ages, in different physical condition, and experienced the impact from different locations in the vehicle. To the extent that KS and JS suffered any injuries at all in their accident, the injuries were different. Even so, at the conclusion of the putative initial examinations, Hao Acupuncture and Wu provided KS and JS with substantially identical “diagnoses”, and recommended a substantially identical course of “treatment” for both of them.
- (viii) On March 16, 2022 two Insureds – AD and JD – were involved in an automobile accident. Over two weeks later, AD and JD both presented – incredibly – on the exact same date, April 4, 2022 to Innovation Anesthesia for initial examinations by Chen. AD and JD were both different ages, in different physical condition, and experienced the impact from different locations in the vehicle. To the extent that AD and JD suffered any injuries at all in their accident, the injuries were different. Even so, at the conclusion of the putative initial examinations, Chen provided AD and JD with substantially identical “diagnoses”, and recommended a substantially identical course of “treatment” for both of them.
- (ix) On March 21, 2022 two Insureds – RP and JR – were involved in an automobile accident. Over one week later, RP and JR both presented – incredibly – on the exact same date, March 29, 2022 to Innovation Anesthesia for initial examinations by Chen. RP and JR were both different ages, in different physical condition, and experienced the impact from different locations in the vehicle. To the extent that RP and JR suffered any injuries at all in their accident, the injuries were different. Even so, at the conclusion of the putative initial examinations, Chen provided RP and JR with substantially identical “diagnoses”, and recommended a substantially identical course of “treatment” for both of them.

- (x) On April 3, 2022 three Insureds – TB, BO, and LP – were involved in an automobile accident. Over two weeks later, TB, BO, and LP both presented – incredibly – on the exact same date, April 18, 2022 to Innovation Anesthesia for initial examinations by Chen. TB, BO, and LP were both different ages, in different physical condition, and experienced the impact from different locations in the vehicle. To the extent that TB, BO, and LP suffered any injuries at all in their accident, the injuries were different. Even so, at the conclusion of the putative initial examinations, Chen provided TB, BO, and LP with substantially identical “diagnoses”, and recommended a substantially identical course of “treatment” for all of them.
- (xi) On June 27, 2022 three Insureds – RR, RR, and RR – were involved in an automobile accident. Twelve days later, RR, RR, and RR all presented – incredibly – on the exact same date, March 16, 2023 to Hao Acupuncture for initial examinations by Li. RR, RR, and RR were all different ages, in different physical condition, and experienced the impact from different locations in the vehicle. To the extent that RR, RR, and RR suffered any injuries at all in their accident, the injuries were different. Even so, at the conclusion of the putative initial examinations, Hao Acupuncture, Li, and Wu provided RR, RR, and RR with substantially identical “diagnoses”, and recommended a substantially identical course of “treatment” for all of them.
- (xii) On February 19, 2023 two Insureds – FM and KK – were involved in an automobile accident. Five days later, FM and KK both presented – incredibly – on the exact same date, February 24, 2023 to Liberty Park Chiro for initial examinations by Desvernine. FM and KK were both different ages, in different physical condition, and experienced the impact from different locations in the vehicle. To the extent that FM and KK Idal suffered any injuries at all in their accident, the injuries were different. Even so, at the conclusion of the putative initial examinations, Liberty Park Chiro, Desvernine, and Ciccone provided FM and KK with substantially identical “diagnoses”, and recommended a substantially identical course of “treatment” for both of them.
- (xiii) On March 4, 2023 three Insureds – MR, OR, and ER – were involved in an automobile accident. Twelve days later, MR, OR, and ER all presented – incredibly – on the exact same date, March 16, 2023 to Liberty Park Chiro for initial examinations by Desvernine. MR, OR, and ER were all different ages, in different physical condition, and experienced the impact from different locations in the vehicle. To the extent that MR, OR, and ER suffered any injuries at all in their accident, the injuries were different. Even so, at the conclusion of the putative initial examinations, Liberty Park Chiro, Desvernine, and Ciccone provided MR, OR, and ER with substantially identical “diagnoses”, and recommended a substantially identical course of “treatment” for all of them.
- (xiv) On March 27, 2023 two Insureds – DA and JI – were involved in an automobile accident. Over three weeks later, DA and JI both presented – incredibly – on the

exact same date, April 17, 2023 to Innovation Anesthesia for initial examinations by Chen. DA and JI were both different ages, in different physical condition, and experienced the impact from different locations in the vehicle. To the extent that DA and JI suffered any injuries at all in their accident, the injuries were different. Even so, at the conclusion of the putative initial examinations, Chen provided DA and JI with substantially identical “diagnoses”, and recommended a substantially identical course of “treatment” for both of them.

- (xv) On April 9, 2023 two Insureds – OD and SS – were involved in an automobile accident. Two days later, OD and SS both presented – incredibly – on the exact same date, April 11, 2023 to Liberty Park Chiro for initial examinations by Desvernine. OD and SS were both different ages, in different physical condition, and experienced the impact from different locations in the vehicle. To the extent that OD and SS Idal suffered any injuries at all in their accident, the injuries were different. Even so, at the conclusion of the putative initial examinations, Liberty Park Chiro, Desvernine, and Ciccone provided OD and SS with substantially identical “diagnoses”, and recommended a substantially identical course of “treatment” for both of them.

154. These are only representative examples. In the claims for initial examinations that are identified in Exhibits “1” and “3”-“4”, Innovation Anesthesia, Chen, Liberty Park Chiro, Ciccone, Hao Acupuncture, and Wu frequently issued substantially identical “diagnoses”, on or about the same date, to more than one Insured involved in a single accident, and recommended a substantially identical course of medically unnecessary “treatment” to the Insureds, despite the fact that the Insureds were differently situated and, in any case, did not require the treatment.

155. Innovation Anesthesia, Chen, Liberty Park Chiro, Ciccone, Hao Acupuncture, and Wu routinely inserted these false “diagnoses” in their initial examination reports in order to create the false impression that the initial examinations required some legitimate medical decision-making, and in order to create a false justification for the other Fraudulent Services that the Defendants purported to provide to the Insureds.

156. In the claims for initial examinations identified in Exhibits “1”, “3”, and “4”, Innovation Anesthesia, Chen, Liberty Park Chiro, Ciccone, Hao Acupuncture, and Wu routinely falsely represented that the putative examinations involved medical decision making of low to

moderate complexity or moderate to high complexity in order to provide a false basis to bill for the initial examinations under CPT codes 99203, 99243, 99204, 99244, and 99205, because examinations billable under CPT codes 99203, 99243, 99204, 99244, and 99205 are reimbursable at a higher rate than examinations or examinations that do not require any complex medical decision-making at all.

**f. Misrepresentations Regarding Whether the Initial Examinations Were Conducted At All**

157. In addition to the misrepresentations regarding the extent of medical decision-making, the extent of the physical examinations, the amount of time spent with Insureds and their families, and the severity of the Insureds' presenting problems, Innovation Anesthesia and Chen routinely falsely represented that the putative initial examinations were conducted in the first instance.

158. In order to create the false appearance that they, in fact, provided initial examinations to the Insureds in the claims identified in Exhibit "1" in the first instance, Innovation Anesthesia and Chen routinely falsified the purported "results" of range of motion tests purportedly provided during the initial examinations.

159. The measurement of the capacity of a particular joint to perform its full and proper function represents the joint's "range of motion". Stated in a more illustrative way, range of motion is the amount that a joint will move from a straight position to its bent or hinged position.

160. A range of motion test consists of a measurement of the joint's ability to move in comparison with an unimpaired or "ideal" joint. In a range of motion test, the doctor or chiropractor asks the patient to move his or her joints at various angles, or the chiropractor moves the joints. The doctor or chiropractor then evaluates the patient's range of motion either by sight or through the use of a manual inclinometer or a goniometer (i.e., a device used to measure angles).

161. Physical examinations performed on patients with soft-tissue trauma necessarily require range of motion tests, inasmuch as these tests provide a starting point for injury assessment and treatment planning. Unless a chiropractor knows the extent of a given patient's joint impairment, there is no way to properly diagnose or treat the patient's injuries. Evaluation of range of motion therefore is an essential component of the "hands-on" examination of a trauma patient.

162. Innovation Anesthesia and Chen purported to provide range of motion testing during virtually every initial examination that they purported to provide to Insureds.

163. In actuality, Innovation Anesthesia and Chen simply fabricated range of motion data for the Insureds and included it in the initial examination reports in order to create the appearance of genuine, serious injuries, where none actually existed.

164. It is extremely improbable – to the point of medical impossibility – that a large percentage of the Insureds at Innovation Anesthesia would have substantially identical cervical and lumbar spine range of motion deficits during their initial examinations.

165. However – and in keeping with the fact that Innovation Anesthesia and Chen simply falsified the "results" of their putative examinations in order to create the false appearance that the examinations legitimately had been performed in the first instance – Innovation Anesthesia and Chen listed substantially identical range of motion deficits for a large percentage of the patients at Innovation Anesthesia, to an extent that was medically impossible, oftentimes, and incredibly, to two or more Insureds who were involved in the same underlying automobile accident.

166. Specifically, Innovation Anesthesia and Chen fraudulently reported these identical cervical and lumbar spine range of motion deficit measurements and "findings" in a medically-impossible number of examination reports for individual Insureds:

Range of Motion  
Cervical:

Flexion	25/45 with pain
Extension	20/45 with pain
Left Lateral Rotation	25/70 with pain
Right Lateral Rotation	25/70 with pain
Left Bending	15/40 with pain
Right Bending	15/40 with pain

Lumbar:

Flexion	75/90 with pain
Extension	10/30 with pain
Left Lateral Rotation	10/20 with pain
Right Lateral Rotation	10/20 with pain
Left Bending	20/30 with pain
Right Bending	20/30 with pain

167. These identical, false range of motion deficits were reported in a medically-impossible number of the initial examination reports created by Innovation Anesthesia and Chen, including but not limited to the examination reports for the following Insureds on the following dates:

- (i) SM, on August 23, 2018;
- (ii) MB, on December 4, 2018;
- (iii) BM, on December 10, 2018;
- (iv) ET, on March 12, 2019;
- (v) AK, on June 11, 2019;
- (vi) LG, on July 11, 2019;
- (vii) DB, on July 23, 2019;
- (viii) RS, on August 27, 2019;
- (ix) HR, on August 27, 2019;
- (x) RS, on October 15, 2019;
- (xi) NT, on October 29, 2019;
- (xii) MA, on October 29, 2019;

- (xiii) FA, on November 12, 2019;
- (xiv) AT, on January 9, 2020;
- (xv) JS, on January 20, 2020;
- (xvi) KP, on February 19, 2020;
- (xvii) NS, on 3/11/2020;
- (xviii) SS, on 3/11/2020;
- (xix) SB, on July 1, 2020;
- (xx) MF, on July 8, 2020;
- (xxi) MB, on October 20, 2020;
- (xxii) JX, on October 20, 2020;
- (xxiii) JP, on February 10, 2021;
- (xxiv) SS, on June 30, 2021;
- (xxv) MM, on March 18, 2022.

168. These are only representative examples. Innovation Anesthesia and Chen routinely purported to identify these same identical range of motion deficits in Insureds they purported to examine, to an extent that was statistically impossible, and did so in order to falsely represent that the initial examinations were performed in the first instance, and to create a false justification for their charges for the examinations and the resulting Fraudulent Services that the Defendants and the Referring Defendants purported to provide.

**2. The Fraudulent Charges for Follow-Up Examinations by Innovation Anesthesia and Chen**

169. Innovation Anesthesia and Chen typically purported to subject the Insureds in the claims identified in Exhibit “1” to multiple fraudulent follow-up examinations during the course of the Defendants’ fraudulent treatment and billing protocol.

170. As set forth in Exhibit “1”, Chen purported to perform virtually all of the putative follow-up examinations at Innovation Anesthesia, which were then billed to GEICO under CPT code 99214, typically resulting in a charge of between \$85.53 and \$127.41 for each purported follow-up examination.

171. All of Innovation Anesthesia and Chen’s billing for their purported follow-up examinations was fraudulent because it misrepresented Innovation Anesthesia and Chen’s eligibility to collect PIP Benefits in the first instance.

172. In fact, Innovation Anesthesia and Chen never were eligible to collect PIP Benefits in the claims for follow-up examinations that are identified in Exhibit “1” because they engaged in unlawful and fraudulent conduct as described herein.

173. For instance, in some instances, the claims for follow-up examinations identified in Exhibit “1” were unlawful because they were provided in New Jersey in violation of New York law, as Innovation Anesthesia could not lawfully provide medical or other professional services in the state of New Jersey.

174. Moreover, and as set forth below, Innovation Anesthesia and Chen’s charges for the putative follow-up examinations identified in Exhibit “1” were fraudulent in that they misrepresented the nature, extent, and results of the purported examinations.

**a. Misrepresentations Regarding the Severity of the Insureds’ Presenting Problems**

175. For instance, in the claims for follow-up examinations that are identified in Exhibits “1” Innovation Anesthesia and Chen routinely misrepresented the severity of the Insureds’ presenting problems.

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

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

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

- (i) Office visit for a 68-year-old male with stable angina, two months post myocardial infarction, who is not tolerating one of his medications. (Cardiology)
- (ii) Office evaluation of 28-year-old patient with regional enteritis, diarrhea and low-grade fever, established patient. (Family Medicine/Internal Medicine)
- (iii) Weekly office visit for 5FU therapy for an ambulatory established patient with metastatic colon cancer and increasing shortness of breath. (Hematology/Oncology)
- (iv) Office visit with 50-year-old female, established patient, diabetic, blood sugar controlled by diet. She now complains of frequency of urination and weight loss, blood sugar of 320 and negative ketones on dipstick. (Internal Medicine)
- (v) Follow-up visit for a 60-year-old male whose post-traumatic seizures have disappeared on medication, and who now raises the question of stopping the medication. (Neurology)
- (vi) Follow-up office visit for a 45-year-old patient with rheumatoid arthritis on gold, methotrexate, or immunosuppressive therapy. (Rheumatology)
- (vii) Office evaluation on new onset RLQ pain in a 32-year-old woman, established patient. (Urology/General Surgery/ Internal Medicine/Family Medicine)
- (viii) Office visit with 63-year-old female, established patient, with familial polyposis, after a previous colectomy and sphincter sparing procedure, now with tenesmus, mucus, and increased stool frequency. (Colon and Rectal Surgery)

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

180. By contrast, and as set forth above, to the extent that the Insureds in the claims identified in Exhibit "1" suffered any injuries at all in their minor automobile accidents, the injuries virtually always were minor soft tissue injuries such as sprains and strains, which were of minimal severity at the outset and improved over time.

181. By the time the Insureds in the claims identified in Exhibit presented to Innovation Anesthesia for the putative follow-up examinations, the Insureds either did not have any genuine presenting problems at all as the result of their minor automobile accidents, or their presenting problems were minimal.

182. Even so, in the claims for follow-up examinations identified in Exhibit "1" Innovation Anesthesia and Chen routinely billed for their putative follow-up examinations under CPT code 99214, and thereby falsely represented that the Insureds continued to suffer from presenting problems of moderate to high severity, despite the fact that the purported examinations were provided many months after the Insureds' minor automobile accidents, and long after any soft tissue injury pain or other symptoms attendant to the minor automobile accidents would have resolved.

183. For example:

- (i) On April 26, 2018, an Insured named CR was involved in an automobile accident. The contemporaneous police report indicated that CR's vehicle was drivable following the accident. The police report further indicated that CR was not injured and did not complain of any pain at the scene. Nonetheless, CR presented later that same day to Jamaica Hospital Emergency room where she was briefly observed on an outpatient basis and released shortly thereafter with no serious injury diagnosis.

To the extent that CR experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and had completely resolved within two to three months of the accident. Even so, following purported follow up examinations of CR by Chen on April 16, 2019, April 22, 2019, and May 6, 2019 – more than one year after the accident – Chen and Innovation Anesthesia billed GEICO for each follow-up examination using CPT code 99214, and thereby falsely represented that CR presented with problems of moderate to high severity at each examination.

- (ii) On April 25, 2019, an Insured named MG was involved in an automobile accident. The contemporaneous police report indicated that MG's vehicle was drivable following the accident. The police report further indicated that MG was not injured and did not complain of any pain at the scene. Nonetheless, MG presented later that same day to Northwell Health Hospital Emergency room where she was briefly observed on an outpatient basis and released shortly thereafter with no serious injury diagnosis. To the extent that MG experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and had completely resolved within two to three months of the accident. Even so, following a purported follow up examination of MG by Chen, on July 30, 2019 – more than three months after the accident – Chen and Innovation Anesthesia billed GEICO for the follow-up examination using CPT code 99214, and thereby falsely represented that MG presented with problems of moderate to high severity.
- (iii) On June 29, 2019, an Insured named DB was involved in a minor automobile accident. The contemporaneous police report indicated that DB's vehicle was drivable following the accident. The police report further indicated that DB was not injured and did not complain of any pain. Nonetheless, DB presented the next day to Jamaica Hospital Medical Center where he was briefly observed on an outpatient basis and released shortly thereafter with no serious injury diagnosis. To the extent that DB experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and had completely resolved within two to three months of the accident. Even so, following a purported follow up examination of DB by Chen on February 5, 2020 – more than six months after the accident – Chen and Innovation Anesthesia billed GEICO for the follow-up examination using CPT code 99214, and thereby falsely represented that DB presented with problems of moderate to high severity.
- (iv) On September 4, 2019, an Insured named HB was involved in an automobile accident. The contemporaneous police report indicated that the accident was a low-impact collision, and that HB's vehicle was drivable following the accident. While the police report indicated that HB complained of minor back pain, when HB presented to Jamaica Hospital later that day she was briefly observed on an outpatient basis and released shortly thereafter with no serious injury diagnosis. To the extent that HB experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and had completely resolved within two to three months of the accident. Even so, following a purported

follow up examination of HB by Chen on September 2, 2020 – approximately one year after the accident – Chen and Innovation Anesthesia billed GEICO for the follow-up examination using CPT code 99214, and thereby falsely represented that HB presented with problems of moderate to high severity.

- (v) On October 14, 2019, an Insured named FO was involved in an automobile accident. The contemporaneous police report indicated that FO's vehicle was drivable following the accident. The police report further indicated that Flora Ha refused medical attention at the scene. In keeping with the fact that FO was not seriously injured, FO did not visit any hospital emergency department following the accident. To the extent that FO experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and had completely resolved within two to three months of the accident. Even so, following a purported follow up examination of FO by Chen on March 4, 2020 – more than four months after the accident – Chen and Innovation Anesthesia billed GEICO for the follow-up examination using CPT code 99214, and thereby falsely represented that FO presented with problems of moderate to high severity.
- (vi) On December 22, 2019, an Insured named JD was involved in an automobile accident. The contemporaneous police report indicated that JD's vehicle was drivable following the accident. The police report further indicated that JD was not injured and did not complain of any pain at the scene. In keeping with the fact that JD was not seriously injured, JD did not visit any hospital emergency room following the accident. To the extent that JD experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and had completely resolved within two to three months of the accident. Even so, following a purported follow up examination of JD by Chen on June 17, 2020 – more than six months after the accident – Chen and Innovation Anesthesia billed GEICO for the follow-up examination using CPT code 99214, and thereby falsely represented that JD presented with problems of moderate to high severity.
- (vii) On December 22, 2019, an Insured named HG was involved in an automobile accident. The contemporaneous police report indicated that HG's vehicle was drivable following the accident. The police report further indicated that HG was not injured and did not complain of any pain at the scene. In keeping with the fact that HG was not seriously injured, he did not visit any hospital emergency room following the accident. To the extent that HG experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and had completely resolved within two to three months of the accident. Even so, following a purported follow up examination of HG by Chen on March 24, 2020 – more than three months after the accident – Chen and Innovation Anesthesia billed GEICO for the follow-up examination using CPT code 99214, and thereby falsely represented that HG presented with problems of moderate to high severity.
- (viii) On January 24, 2020, an Insured named YS was involved in an automobile accident. The contemporaneous police report indicated that YS was not injured in

the accident. In keeping with the fact that YS was not seriously injured, YS did not visit any hospital emergency room following the accident. To the extent that YS experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and had completely resolved within two to three months of the accident. Even so, following a purported follow up examination of YS by Chen, on July 15, 2020, 2020 – more than five months after the accident – Chen and Innovation Anesthesia billed GEICO for the follow-up examination using CPT code 99214, and thereby falsely represented that YS presented with problems of moderate to high severity.

- (ix) On May 9, 2020, an Insured named RA was involved in an automobile accident. The contemporaneous police report indicated that RA was not injured in the accident. In keeping with the fact that RA was not seriously injured, RA did not visit any hospital emergency room following the accident. To the extent that RA experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset and had completely resolved within two to three months of the accident. Even so, following a purported follow up examination of RA by Chen, on December 30, 2020 – more than seven months after the accident – Chen and Innovation Anesthesia billed GEICO for the follow-up examination using CPT code 99214, and thereby falsely represented that RA presented with problems of moderate to high severity.
- (x) On June 22, 2020, an Insured named MF was involved in an automobile accident. The contemporaneous police report indicated that MF's vehicle was drivable following the accident. The police report further indicated that MF refused medical attention at the scene. In keeping with the fact that MF was not seriously injured, MF did not visit any hospital emergency department following the accident. To the extent that MF experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset and had completely resolved within two to three months of the accident. Even so, following a purported follow up examination of MF by Chen, on February 24, 2021 – more than seven months after the accident – Chen and Innovation Anesthesia billed GEICO for the follow-up examination using CPT code 99214, and thereby falsely represented that MF presented with problems of moderate to high severity.

184. These are only representative examples. In virtually all of the claims for follow-up examinations identified in Exhibits "1", Innovation Anesthesia and Chen falsely represented that the Insureds presented with problems of moderate to high severity, when in fact the Insureds either did not have any genuine presenting problems at all as the result of their minor automobile accidents at the time of the follow-up examinations – which often were many months after the minor accidents – or else their presenting problems were minimal.

185. In the claims for follow-up examinations identified in Exhibit “1”, Innovation Anesthesia and Chen routinely falsely represented that the Insureds presented with problems of moderate to high severity in order to create a false basis for their charges for the putative examinations under CPT code 99214, because examinations billable under CPT code 99214 are reimbursable at higher rates than examinations involving presenting problems of minimal severity, or no severity.

186. In the claims for follow-up examinations identified in Exhibit “1”, Innovation Anesthesia and Chen also routinely falsely represented that the Insureds presented with problems of moderate to high severity in order to create a false basis for the laundry list of other Fraudulent Services that the Defendants purported to provide to the Insureds, including additional, medically unnecessary chiropractic, physical therapy, acupuncture, and pain management injections.

**b. Misrepresentations Regarding the Results of the Follow-Up Examinations**

187. Moreover, pursuant to the applicable PIP fee schedules, when Innovation Anesthesia and Chen submitted charges for the follow-up examinations under CPT code 99214, they represented that they performed at least two of the following three components: (i) took a “detailed” patient history; (ii) conducted a “detailed” physical examination; and (iii) engaged in medical decision-making of “moderate complexity”.

188. In actuality, however, in the claims for follow-up examinations identified in in Exhibits “1”, Innovation Anesthesia and Chen did not take any legitimate patient histories, conduct any legitimate physical examinations, or engage in any legitimate medical decision-making at all.

189. Rather, following their purported follow-up examinations, Innovation Anesthesia and Chen simply reiterated the false, boilerplate “diagnoses” from the Insureds’ initial examinations and recommended that the Insureds continue to receive additional, medically

unnecessary chiropractic, physical therapy, electrodiagnostic testing, and pain management injections.

190. In keeping with the fact that the putative “results” of the follow-up examinations were false, and were falsified to support continued, medically unnecessary treatments by the Defendants, and to provide a false justification for the medically unnecessary treatments that the Defendants already had purported to provide, Innovation Anesthesia and Chen routinely falsely purported to diagnose continuing effects of soft tissue injuries in the Insureds long after the minor underlying automobile accidents occurred, and long after any attendant soft tissue injury pain or other symptoms attendant to the minor automobile accidents would have resolved.

191. For example:

- (i) On April 26, 2018, an Insured named CR was involved in an automobile accident. The contemporaneous police report indicated that CR’s vehicle was drivable following the accident. The police report further indicated that CR was not injured and did not complain of any pain at the scene. Nonetheless, CR presented later that same day to Jamaica Hospital Emergency room where she was briefly observed on an outpatient basis and released shortly thereafter with no serious injury diagnosis. To the extent that CR experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and had completely resolved within two to three months of the accident. Even so, following a purported follow up examination of CR by Chen on February 19, 2019 – over nine months after the accident – Chen falsely reported that CR continued to suffer from high levels of pain and range of motion deficits as the result of the accident, and recommended that CR return to Innovation Anesthesia, as well as to the Referring Providers, for the continued provision of the Fraudulent Services.
- (ii) On April 25, 2019, an Insured named MG was involved in an automobile accident. The contemporaneous police report indicated that MG’s vehicle was drivable following the accident. The police report further indicated that MG was not injured and did not complain of any pain at the scene. Nonetheless, MG presented later that same day to Northwell Health Hospital Emergency room where she was briefly observed on an outpatient basis and released shortly thereafter with no serious injury diagnosis. To the extent that MG experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and had completely resolved within two to three months of the accident. Even so, following a purported follow up examination of MG by Chen on July 30, 2019 – over three months after the accident – Chen falsely reported that MG continued to

suffer from high levels of pain and range of motion deficits as the result of the accident, and recommended that MG return to Innovation Anesthesia, as well as to the Referring Providers, for the continued provision of the Fraudulent Services.

- (iii) On June 29, 2019, an Insured named DB was involved in a minor automobile accident. The contemporaneous police report indicated that DB's vehicle was drivable following the accident. The police report further indicated that DB was not injured and did not complain of any pain. Nonetheless, DB presented the next day to Jamaica Hospital Medical Center where he was briefly observed on an outpatient basis and released shortly thereafter with no serious injury diagnosis. To the extent that DB experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and had completely resolved within two to three months of the accident. Even so, following a purported follow up examination of DB by Chen on February 5, 2020 – over five months after the accident – Chen falsely reported that DB continued to suffer from high levels of pain and range of motion deficits as the result of the accident, and recommended that DB return to Innovation Anesthesia, as well as to the Referring Providers, for the continued provision of the Fraudulent Services.
- (iv) On September 4, 2019, an Insured named HB was involved in an automobile accident. The contemporaneous police report indicated that the accident was a low-impact collision, and that HB's vehicle was drivable following the accident. While the police report indicated that HB complained of minor back pain, when HB presented to Jamaica Hospital later that day she was briefly observed on an outpatient basis and released shortly thereafter with no serious injury diagnosis. To the extent that HB experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and had completely resolved within two to three months of the accident. Even so, following a purported follow up examination of HB by Chen on September 2, 2020 – over eleven months after the accident – Chen falsely reported that HB continued to suffer from high levels of pain and range of motion deficits as the result of the accident, and recommended that HB return to Innovation Anesthesia, as well as to the Referring Providers, for the continued provision of the Fraudulent Services.
- (v) On October 14, 2019, an Insured named FO was involved in an automobile accident. The contemporaneous police report indicated that FO's vehicle was drivable following the accident. The police report further indicated that FO refused medical attention at the scene. In keeping with the fact that FO was not seriously injured, FO did not visit any hospital emergency department following the accident. To the extent that FO experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and had completely resolved within two to three months of the accident. Even so, following a purported follow up examination of FO by Chen on May 4, 2020 – over seven months after the accident – Chen falsely reported that FO continued to suffer from high levels of pain and range of motion deficits as the result of the accident, and recommended

that FO return to Innovation Anesthesia, as well as to the Referring Providers, for the continued provision of the Fraudulent Services.

- (vi) On December 22, 2019, an Insured named JD was involved in an automobile accident. The contemporaneous police report indicated that JD's vehicle was drivable following the accident. The police report further indicated that JD was not injured and did not complain of any pain at the scene. In keeping with the fact that JD was not seriously injured, JD did not visit any hospital emergency room following the accident. To the extent that JD experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and had completely resolved within two to three months of the accident. Even so, following a purported follow up examination of JD by Chen on June 17, 2020 – over six months after the accident – Chen falsely reported that JD continued to suffer from high levels of pain and range of motion deficits as the result of the accident, and recommended that JD return to Innovation Anesthesia, as well as to the Referring Providers, for the continued provision of the Fraudulent Services.
- (vii) On January 24, 2020, an Insured named YS was involved in an automobile accident. The contemporaneous police report indicated that YS was not injured in the accident. In keeping with the fact that YS was not seriously injured, YS did not visit any hospital emergency room following the accident. To the extent that YS experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and had completely resolved within two to three months of the accident. Even so, following a purported follow up examination of YS by Chen on July 15, 2020 – over five months after the accident – Chen falsely reported that YS continued to suffer from high levels of pain and range of motion deficits as the result of the accident, and recommended that YS return to Innovation Anesthesia, as well as to the Referring Providers, for the continued provision of the Fraudulent Services.
- (viii) On May 9, 2020, an Insured named RA was involved in an automobile accident. The contemporaneous police report indicated that RA was not injured in the accident. In keeping with the fact that RA was not seriously injured, RA did not visit any hospital emergency room following the accident. To the extent that RA experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and had completely resolved within two to three months of the accident. Even so, following a purported follow up examination of RA by Chen on December 30, 2020 – over seven months after the accident – Chen falsely reported that RA continued to suffer from high levels of pain and range of motion deficits as the result of the accident, and recommended that RA return to Innovation Anesthesia, as well as to the Referring Providers, for the continued provision of the Fraudulent Services.
- (ix) On June 22, 2020, an Insured named MF was involved in an automobile accident. The contemporaneous police report indicated that MF's vehicle was drivable following the accident. The police report further indicated that MF refused medical

attention at the scene. In keeping with the fact that MF was not seriously injured, MF did not visit any hospital emergency department following the accident. To the extent that MF experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, and had completely resolved within two to three months of the accident. Even so, following a purported follow up examination of MF by Chen on February 4, 2021 – over six months after the accident – Chen falsely reported that MF continued to suffer from high levels of pain and range of motion deficits as the result of the accident, and recommended that MF return to Innovation Anesthesia, as well as to the Referring Providers, for the continued provision of the Fraudulent Services.

- (x) On May 17, 2021, an Insured named HK was involved in an automobile accident. HK’s medical records indicated that HK was not seriously injured as a result of the accident. In keeping with the fact that HK was not seriously injured as a result of the accident, HK was not treated at the scene of the accident and did not visit any hospital emergency department following the accident. To the extent that HK experienced any health issues as a result of the accident, they were low or minimal in severity and had completely resolved within two to three months of the accident. Even so, following a purported follow up examination of HK by Chen on November 10, 2021 – over seven months after the accident – Chen falsely reported that HK continued to suffer from high levels of pain and range of motion deficits as the result of the accident, and recommended that HK return to Innovation Anesthesia, as well as to the Referring Providers, for the continued provision of the Fraudulent Services.

192. These are only representative examples. In the claims for follow-up examinations identified in Exhibit “1”, Innovation Anesthesia and Chen routinely falsely represented that the Insureds continued to suffer from pain and other symptoms as the result of their minor automobile accidents, often long after the minor accidents occurred.

193. In the claims for follow-up examinations identified in in Exhibit “1”, Innovation Anesthesia and Chen routinely falsely represented that the Insureds continued to suffer pain and other symptoms as the result of minor soft tissue injuries, long after the underlying accidents occurred, because these false diagnoses provided a false basis for the laundry list of other Fraudulent Services that the Defendants purported to provide to the Insureds, including additional follow-up examinations, and pain management injections, as well as for the continued referrals to

the Referring Providers for medically unnecessary chiropractic, physical therapy services, and/or acupuncture.

**3. The Fraudulent and Unlawful Charges for Pain Management Injections by Innovation Anesthesia and Chen**

194. As set forth in Exhibit “1”, pursuant to the Defendants’ unlawful referral scheme, and based upon the false, boilerplate “diagnoses” that Innovation Anesthesia and Chen provided during their fraudulent examinations, Innovation Anesthesia and Chen purported to subject many Insureds to a series of medically unnecessary pain management injections, often purportedly performed under fluoroscopic guidance or with epidurography.

195. Innovation Anesthesia and Chen then billed the pain management injections to GEICO under CPT codes 20552, 20553, 20610, 62321, 62323, 64483, 64484, 64490, 64491, 64492, 64493, 64494, and 64495.

196. Chen purported to personally administer virtually all of the pain management injections in the claims identified in Exhibit “1”.

197. Like the charges for the other Fraudulent Services, the charges for the pain management injections identified in Exhibit “1” were fraudulent in that the injections were medically unnecessary, and were performed – to the extent that they were performed at all – pursuant to the Defendants’ unlawful referral scheme, and the false, boilerplate “diagnoses” that Innovation Anesthesia and Chen provided to the Insureds at the conclusion of the putative examinations.

198. Moreover, in the claims for pain management injections identified in Exhibit “1”, the charges for the pain management injections were fraudulent in that they misrepresented Innovation Anesthesia and Chen’s eligibility to collect PIP Benefits in the first instance.

199. As set forth above Innovation Anesthesia and Chen never were eligible to collect PIP Benefits in connection with the claims identified in Exhibit “1”, because – as a result of the fraudulent scheme described herein – neither they nor the injections were in compliance with all significant laws and regulations or licensing laws governing healthcare practice.

**a. Basic, Legitimate Use of Pain Management Injections**

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

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

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

203. In a legitimate clinical setting, pain management injections should not be administered until a patient has failed more conservative treatments, including chiropractic treatment, physical therapy, and pain management medication.

204. This is because the substantial majority of soft tissue injuries such as sprains and strains will resolve over a period of weeks through conservative treatment, or no treatment at all, and invasive interventional pain management procedures entail a degree of risk to the patient that is absent in conservative forms of treatment.

205. In a legitimate clinical setting, pain management injections should not be administered in close temporal proximity to one another, and multiple varieties of pain management injections should not be administered simultaneously. This is because: (i) properly

administered pain management injections should provide pain relief lasting for at least two months; (ii) a proper interval between pain management injections, and different types of pain management injections, is necessary to determine whether or not the initial pain management injections were effective; and (iii) if a patient's pain is not relieved through the pain management injections, the pain may be caused by something more serious than a soft tissue injury secondary to an automobile accident, and the perpetuating factors of the pain must be identified and managed.

**b. The Medically Unnecessary Pain Management Injections**

206. However, in the claims for pain management injections identified in Exhibit "1", Innovation Anesthesia and Chen often purported to provide medically unnecessary pain management injections to Insureds before the Insureds had tried and failed any course of legitimate, conservative treatment.

207. For example:

- (i) On January 11, 2020, an Insured named SB was involved in an automobile accident. Innovation Anesthesia and Chen then purported to provide lumbar facet joint injections and a trigger point injection to SB under CPT codes 64493, 64494, 64495, and 20553 on February 29, 2020 – less than two months after the accident – even though SB could not have failed conservative treatment less than two months after the purported automobile accident.
- (ii) On August 12, 2020, an Insured named JG was involved in an automobile accident. Innovation Anesthesia and Chen then purported to provide a trigger point injection to JG under CPT code 20553 on August 18, 2020 – less than one week after the accident – even though JG could not have failed conservative treatment less than one week after the purported automobile accident.
- (iii) On February 16, 2020, an Insured named TA was involved in an automobile accident. Innovation Anesthesia and Chen then purported to provide a trigger point injection to TA under CPT code 20553 on February 26, 2020 – less than two weeks after the accident – even though TA could not have failed conservative treatment less than two weeks after the purported automobile accident.
- (iv) On April 21, 2021, an Insured named PC was involved in an automobile accident. Innovation Anesthesia and Chen then purported to provide lumbar facet joint injections and a trigger point injection to PC under CPT codes 64493, 64494,

64495, and 20553 on June 12, 2021 – less than two months after the accident – even though PC could not have failed conservative treatment less than two months after the purported automobile accident.

- (v) On June 19, 2021, an Insured named OM was involved in an automobile accident. Innovation Anesthesia and Chen then purported to provide lumbar facet joint injections and a trigger point injection to OM under CPT codes 64493, 64494, 64495, and 20553 on July 28, 2021 – less than two months after the accident – even though OM could not have failed conservative treatment less than two months after the purported automobile accident.
- (vi) On August 29, 2021, an Insured named MA was involved in an automobile accident. Innovation Anesthesia and Chen then purported to provide lumbar facet joint injections and a trigger point injection to MA under CPT codes 64493, 64494, 64495, and 20553 on October 6, 2021 – less than two months after the accident – even though MA could not have failed conservative treatment less than two months after the purported automobile accident.
- (vii) On September 3, 2021, an Insured named SM was involved in an automobile accident. Innovation Anesthesia and Chen then purported to provide cervical facet joint injections and a trigger point injection to SM under CPT codes 64490, 64491, 64492, and 20553 on November 3, 2021 – two months after the accident – even though SM could not have failed conservative treatment just two months after the purported automobile accident.
- (viii) On March 22, 2022, an Insured named RL was involved in an automobile accident. Innovation Anesthesia and Chen then purported to provide a trigger point injection to RL under CPT code 20552 on April 1, 2022 – less than two weeks after the accident – even though RL could not have failed conservative treatment less than two weeks after the purported automobile accident.
- (ix) On August 25, 2022, an Insured named WG was involved in an automobile accident. Innovation Anesthesia and Chen then purported to provide a cervical epidural steroid injection and a trigger point injection to WG under CPT codes 62321 and 20553 on October 1, 2022 – less than five weeks after the accident – even though WG could not have failed conservative treatment less than five weeks after the purported automobile accident.

208. Moreover, and as set forth in Exhibit “1”, in order to maximize the fraudulent billing they could submit to GEICO, Innovation Anesthesia and Chen often purported to provide multiple pain management injections – and multiple varieties of pain management injections – to

Insureds within a span of weeks, despite the fact that such an injection regimen placed the Insureds at considerable risk.

209. For example:

- (i) Innovation Anesthesia and Chen purported to provide both trigger point injections and epidural steroid injections to an Insured named AA on March 12, 2019, March 30, 2019, and April 13, 2019 for a total of six medically unnecessary pain management injections in just one month.
- (ii) Innovation Anesthesia and Chen purported to provide trigger point injections to an Insured named MA on April 24, 2019, April 29, 2019, and May 18, 2019. On those same dates Innovation Anesthesia and Chen also purported to provide a lumbar epidural steroid injection as well as two transforaminal epidural steroid injections for a total of six medically unnecessary pain management injections in less than one month.
- (iii) Innovation Anesthesia and Chen purported to provide trigger point injections to an Insured named DA on April 24, 2019, April 29, 2019, and May 18, 2019. On those same dates Innovation Anesthesia and Chen also purported to provide a lumbar epidural steroid injection as well as two transforaminal epidural steroid injections for a total of six medically unnecessary pain management injections in less than one month.
- (iv) Innovation Anesthesia and Chen purported to provide a trigger point injection to an insured named JH on January 6, 2021. Then, three days later, on January 9, 2021, Innovation Anesthesia and Chen purported to provide another trigger point injection as well as a cervical epidural steroid injection to JH. Then, one week later, on January 16, 2021, Innovation Anesthesia and Chen purported to provide an additional cervical epidural steroid injection and an additional trigger point injection to JH. Then, one week after that, on January 23, 2021, Innovation Anesthesia and Chen purported to provide an additional cervical epidural steroid injection and an additional trigger point injection to JH for a total of nine medically unnecessary pain management injections in just two weeks.
- (v) Innovation Anesthesia and Chen purported to provide a trigger point injection to an Insured named EC on January 12, 2021. Then, just four days later, on January 16, 2021, Innovation Anesthesia and Chen purported to provide another trigger point injection as well as two transforaminal epidural steroid injections. Then less than three weeks later, on February 4, 2021, Innovation Anesthesia and Chen purported to provide an additional trigger point injection to EC. Then, just two days after that, on February 6, 2021, Innovation Anesthesia and Chen purported to provide another trigger point injection as well as a lumbar epidural steroid injection to EC. Then, just four days after that, on February 10, 2021, Innovation Anesthesia and Chen purported to provide another trigger point injection to EC. Then, ten days later, on

February 2021, Innovation Anesthesia and Chen purported to provide another trigger point injection as well as a lumbar epidural steroid injection to EC for a total of ten medically unnecessary pain management injections in less than five weeks.

- (vi) Innovation Anesthesia and Chen purported to provide three lumbar facet joint injections and a trigger point injection to an insured named PC on June 12, 2021. Then, ten days later, on June 22, 2021, Innovation Anesthesia and Chen purported to provide another trigger point injection to PC. Then four days after that, on June 26, 2021, Innovation Anesthesia and Chen purported to provide an additional three lumbar facet joint injections and a trigger point injection for a total of 9 medically unnecessary pain management injections in just two weeks.
- (vii) Innovation Anesthesia and Chen purported to provide a lumbar epidural steroid injection and a trigger point injection to an insured named SG on February 23, 2022. Then, just two weeks later, on March 9, 2022, Innovation Anesthesia and Chen purported to provide another lumbar epidural steroid injection and trigger point injection to SG. Then two weeks after that, on March 23, 2022, Innovation Anesthesia and Chen purported to provide an additional lumbar epidural steroid injection and an additional trigger point injection for a total of 6 medically unnecessary pain management injections in just one month.
- (viii) Innovation Anesthesia and Chen purported to provide a trigger point injection to an Insured name VP on April 26, 2022. Then less than ten days later, on June 4, 2022, Innovation Anesthesia and Chen purported to provide three lumbar facet joint injections and a trigger point injection to VP. Then, two weeks later, on June 18, 2022, Innovation Anesthesia and Chen purported to provide three more lumbar facet joint injections as well as an addition trigger point injection to VP for a total of ten medically unnecessary pain management injections in less than one month.
- (ix) Innovation Anesthesia and Chen purported to provide a cervical epidural steroid injection and a trigger point injection to an insured named MM on July 6, 2022. Then, just two weeks later, on July 20, 2022, Innovation Anesthesia and Chen purported to provide another cervical epidural steroid injection and trigger point injection to MM. Then two weeks after that, on August 30, 2022, Innovation Anesthesia and Chen purported to provide an additional cervical epidural steroid injection and an additional trigger point injection for a total of 6 medically unnecessary pain management injections in just one month.
- (x) Innovation Anesthesia and Chen purported to provide three cervical facet joint injections and a trigger point injection to an Insured named SC on August 13, 2022. Then, less than one month later, on September 10, 2022, Innovation Anesthesia and Chen purported to provide three more cervical facet joint injections as well as a trigger point injection to SC for a total of eight medically unnecessary pain management injections in less than one month.

210. These are only representative examples. In the claims for pain management injections identified in Exhibit “1”, Innovation Anesthesia and Chen routinely purported to provide medically unnecessary pain management injections to Insureds before the Insureds could have tried and failed any course of legitimate, conservative treatment or could have developed symptoms that would warrant the pain management injections, and also routinely subjected patients to multiple unnecessary injections over the course of a few weeks or months

211. Innovation Anesthesia and Chen did this to maximize the potential charges that they could submit, and cause to be submitted, to GEICO, rather than to treat or otherwise benefit the Insureds who purportedly were subjected to them.

#### **4. The Fraudulent Charges for Fluoroscopic Guidance and Epidurography at Innovation Anesthesia**

212. Not only did Innovation Anesthesia and Chen routinely bill GEICO for medically unnecessary pain management injections, but they also routinely and fraudulently unbundled separate charges for fluoroscopic guidance from the underlying injection charges, in a calculated effort to increase their billing for the medically unnecessary injections.

213. For example, and as set forth in Exhibit “1”, Innovation Anesthesia and Chen routinely unbundled separate charges ranging between \$201.45 and \$236.32 for fluoroscopic guidance under CPT code 77003 from their underlying pain management injection charges.

214. Pursuant to the CPT Assistant, fluoroscopic guidance is a component part of, and included in, charges for pain management injections.

215. As a result, healthcare services providers are not entitled to be reimbursed separately for fluoroscopic guidance under CPT code 77003 when billing for pain management injections.

216. Nevertheless, Innovation Anesthesia and Chen routinely unbundled billing for fluoroscopic guidance from the underlying injection charges so as to maximize the amount of fraudulent and unlawful billing they could submit to GEICO.

217. For example:

- (i) Innovation Anesthesia and Chen unbundled a separate charge of \$201.45 for fluoroscopic guidance under CPT code 77003 from charges under CPT code 62323 for a pain management injection purportedly provided to an Insured named KN on April 3, 2019.
- (ii) Innovation Anesthesia and Chen unbundled a separate charge of \$201.45 for fluoroscopic guidance under CPT code 77003 from charges under CPT code 62323 for a pain management injection purportedly provided to an Insured named MA on April 24, 2019.
- (iii) Innovation Anesthesia and Chen unbundled a separate charge of \$201.45 for fluoroscopic guidance under CPT code 77003 from charges under CPT codes 64490, 64491, and 64492 for injections purportedly provided to an Insured named FF on June 26, 2019.
- (iv) Innovation Anesthesia and Chen unbundled a separate charge of \$201.45 for fluoroscopic guidance under CPT code 77003 from charges under CPT codes 64490, 64491, and 64492 for injections purportedly provided to an Insured named MG on August 3, 2020.
- (v) Innovation Anesthesia and Chen unbundled a separate charge of \$201.45 for fluoroscopic guidance under CPT code 77003 from charges under CPT codes 64490, 64491, and 64492 for injections purportedly provided to an Insured named DA on August 8, 2020.
- (vi) Innovation Anesthesia and Chen unbundled a separate charge of \$201.45 for fluoroscopic guidance under CPT code 77003 from charges under CPT codes 64490, 64491, and 64492 for injections purportedly provided to an Insured named JI on September 26, 2020.
- (vii) Innovation Anesthesia and Chen unbundled a separate charge of \$201.45 for fluoroscopic guidance under CPT code 77003 from charges under CPT codes 64490, 64491, and 64492 for injections purportedly provided to an Insured named MA on August 11, 2021.
- (viii) Innovation Anesthesia and Chen unbundled a separate charge of \$201.45 for fluoroscopic guidance under CPT code 77003 from charges under CPT code 62323

for a pain management injection purportedly provided to an Insured named SG on March 9, 2022.

- (ix) Innovation Anesthesia and Chen unbundled a separate charge of \$201.45 for fluoroscopic guidance under CPT code 77003 from charges under CPT code 62323 for a pain management injection purportedly provided to an Insured named GG on May 21, 2022.
- (x) Innovation Anesthesia and Chen unbundled a separate charge of \$201.45 for fluoroscopic guidance under CPT code 77003 from charges under CPT code 62323 for a pain management injection purportedly provided to an Insured named WG on October 1, 2022.

218. These are only representative examples. Each of the unbundled charges for fluoroscopic guidance constituted a misrepresentation that Innovation Anesthesia and Chen were entitled to be reimbursed for the charge, when in fact they were not.

219. Similarly, in order to maximize their fraudulent charges for the medically unnecessary pain management injections, Innovation Anesthesia and Chen frequently submitted separate charges for epidurography that supposedly was necessary to perform the injections.

220. As set forth in Exhibit "1", Innovation Anesthesia and Chen submitted their charges for epidurography under CPT code 72275, typically resulting in a charge of between \$418.97 and \$572.82 for each instance when the epidurography supposedly was provided.

221. Epidurography involves the injection of contrast dye under fluoroscopic guidance into the epidural space.

222. Pursuant to the CPT Assistant, if epidurography is performed and billed under CPT code 72275, fluoroscopic guidance is considered to be included in the epidurography charges under CPT code 72275, and may not be billed separately under CPT code 77003.

223. As a result, healthcare services providers are not entitled to be reimbursed separately for fluoroscopic guidance under CPT code 77003 when billing for epidurography under CPT code 72275.

224. Even so, and as set forth in Exhibit “1”, Innovation Anesthesia and Chen routinely unbundled billing for fluoroscopic guidance under CPT code 77003 from the underlying epidurography charges under CPT code 72275 so as to maximize the amount of fraudulent billing they could submit to GEICO.

225. For example:

- (i) Innovation Anesthesia and Chen billed GEICO for fluoroscopic guidance under CPT code 77003 concurrently with epidurography under CPT code 72275 purportedly provided to an Insured named LV on August 7, 2019.
- (ii) Innovation Anesthesia and Chen billed GEICO for fluoroscopic guidance under CPT code 77003 concurrently with epidurography under CPT code 72275 purportedly provided to an Insured named RZ on January 8, 2020.
- (iii) Innovation Anesthesia and Chen billed GEICO for fluoroscopic guidance under CPT code 77003 concurrently with epidurography under CPT code 72275 purportedly provided to an Insured named CW on January 25, 2020.
- (iv) Innovation Anesthesia and Chen billed GEICO for fluoroscopic guidance under CPT code 77003 concurrently with epidurography under CPT code 72275 purportedly provided to an Insured named DW on December 15, 2021.
- (v) Innovation Anesthesia and Chen billed GEICO for fluoroscopic guidance under CPT code 77003 concurrently with epidurography under CPT code 72275 purportedly provided to an Insured named VR on June 21, 2021.
- (vi) Innovation Anesthesia and Chen billed GEICO for fluoroscopic guidance under CPT code 77003 concurrently with epidurography under CPT code 72275 purportedly provided to an Insured named VS on July 7, 2021.
- (vii) Innovation Anesthesia and Chen billed GEICO for fluoroscopic guidance under CPT code 77003 concurrently with epidurography under CPT code 72275 purportedly provided to an Insured named JS on January 8, 2022.
- (viii) Innovation Anesthesia and Chen billed GEICO for fluoroscopic guidance under CPT code 77003 concurrently with epidurography under CPT code 72275 purportedly provided to an Insured named SW on January 19, 2022.
- (ix) Innovation Anesthesia and Chen billed GEICO for fluoroscopic guidance under CPT code 77003 concurrently with epidurography under CPT code 72275 purportedly provided to an Insured named VV on February 23, 2022.

- (x) Innovation Anesthesia and Chen billed GEICO for fluoroscopic guidance under CPT code 77003 concurrently with epidurography under CPT code 72275 purportedly provided to an Insured named MI on June 22, 2022.

226. These are only representative examples. Each of the unbundled charges for epidurography constituted a misrepresentation that Innovation Anesthesia and Chen were entitled to be reimbursed for the charge, when in fact they were not.

## **5. The Fraudulent Charges for Radiofrequency Nerve Ablation**

227. As set forth in Exhibit “1”, Innovation Anesthesia and Chen purported to subject numerous Insureds to medically unnecessary radiofrequency nerve ablation (“RFA”), also referred to as “RF denervation” services.

228. Chen purported to perform virtually all of the RFA services that were billed to GEICO through Innovation Anesthesia.

229. As set forth in Exhibit “1”, Innovation Anesthesia and Chen then billed the purported RFA services to GEICO through Innovation Anesthesia using CPT codes 64633, 64634, 64635, and 64636 typically resulting in a charge of between \$119.10 and \$951.41 for each putative RFA service.

230. In the claims for the RFA services identified in Exhibit “1”, the charges for the RFA services were fraudulent in that they misrepresented Innovation Anesthesia’s eligibility to collect PIP Benefits in the first instance.

231. In fact, Innovation Anesthesia never was eligible to collect PIP Benefits in connection with the claims identified in Exhibits “1”, because – as a result of the fraudulent scheme described herein – neither Innovation Anesthesia, nor the RFA services were in compliance with the relevant laws and regulations or licensing laws governing healthcare practice.

232. Like the charges for the other Fraudulent Services, the charges for the RFA services were fraudulent in that the RFA services were medically unnecessary and were performed – to the extent that they were performed at all – pursuant to Innovation Anesthesia and Chen’s pre-determined treatment protocol in order to maximize the potential charges they could submit, rather than to treat or otherwise benefit the Insureds.

233. In a legitimate clinical setting, an RFA is a procedure involving the insertion of a needle into a spinal level. Radio frequencies are used to damage or destroy spinal nerve endings responsible for transmitting pain signals to the patient.

234. As set forth above, many of the Insureds in the claims identified in Exhibit “1” and were involved in relatively minor accidents, to the extent that they were involved in any actual accidents at all.

235. Even so, on numerous occasions, Innovation Anesthesia provided medically unnecessary RFA services to destroy nerves in the spines of Insureds who had been involved in relatively minor accidents – and who had not suffered any injury more serious than a sprain, strain, or similar soft tissue injury – months after the underlying accidents, long after the Insureds’ minor soft tissue injuries had resolved.

**6. The Fraudulent Charges for Chiropractic, Physical Therapy, and Acupuncture Services by JPM PT, Liberty Park Chiro, and Hao Acupuncture**

236. As set forth above, to the extent that the Insureds in the claims identified in Exhibits “2” – “4” suffered any healthcare problems at all as the result of their minor automobile accidents, the problems virtually always were limited to ordinary soft tissue injuries such as sprains and strains.

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

238. Accordingly, Liberty Park Chiro, Ciccone, Hao Acupuncture, Wu, JPM PT, and Mangguray knew that – unless they could create a false basis to provide long-term, medically unnecessary chiropractic, physical therapy, and acupuncture services to the Insureds in the claims identified in Exhibits “2” – “4” – their ability to provide such long-term, medically unnecessary chiropractic, physical therapy, and acupuncture services would be limited, inasmuch as they would not be able to demonstrate that the Insureds required additional chiropractic, physical therapy, and/or acupuncture services beyond an initial short course of conservative treatment.

239. Accordingly, and as set forth above, Liberty Park Chiro, Hao Acupuncture, and JPM PT entered into a secret agreement with Innovation Anesthesia and Chen, whereby:

- (i) Liberty Park Chiro, Hao Acupuncture, and/or JPM PT would cause Insureds to be referred to Innovation Anesthesia and Chen for expensive and medically unnecessary/excessive examinations and interventional pain management services despite the Insureds’ lack of any genuine presenting problems that would warrant those services; and
- (ii) as compensation for the medically unnecessary referrals, Innovation Anesthesia and Chen would – among other things – cause the Insureds to be falsely diagnosed with continuing pain and related symptoms, to provide a false justification for the medically unnecessary chiropractic, physical therapy, and acupuncture services that Liberty Park Chiro, JPM PT, and Hao Acupuncture already had provided, and a false justification for Liberty Park Chiro, Hao Acupuncture, and JPM PT to provide many more weeks or months of continued, medically unnecessary chiropractic, physical therapy, and/or acupuncture services.

240. As set forth above, in keeping with the fact that the return referrals from Innovation Anesthesia and Chen to Liberty Park Chiro, Hao Acupuncture, and JPM PT were not predicated on medical necessity, and instead were illegal compensation for the initial referrals, the Defendants’ own records indicated that the Liberty Park Chiro, JPM PT, and Hao Acupuncture’s prior chiropractic, physical therapy, and acupuncture services had not been effective in treating the Insureds’ supposed complaints.

241. Even so, in the claims identified in Exhibits “2” – “4”, Liberty Park Chiro, JPM PT, and Hao Acupuncture routinely used the return referrals from Innovation Anesthesia and Chen as a false basis to bill GEICO for months of medically unnecessary chiropractic, physical therapy, and acupuncture services.

242. JPM PT, Mangguray, Liberty Park Chiro, Ciccone, Hao Acupuncture, and Wu typically billed the putative chiropractic, physical therapy, and acupuncture services to GEICO under CPT codes 97010, 97014, 97018, 97026, 97035, 97110, 97112, 97124, 97140, 97810, 97811, 97813, 97814, 98940, 98941, and 98942.

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

244. Further, in the claims for chiropractic, physical therapy, and acupuncture services identified in Exhibits “2” – “4”, the charges for the chiropractic, physical therapy, and acupuncture services were fraudulent in that they misrepresented Liberty Park Chiro, JPM PT, and Hao Acupuncture’s eligibility to collect PIP Benefits in the first instance.

245. In fact, Liberty Park Chiro, JPM PT, and Hao Acupuncture were never eligible to collect PIP Benefits in connection with the claims identified in Exhibits “2” – “4”, because, as a result of the fraudulent scheme described herein, neither Liberty Park Chiro, JPM PT, Hao Acupuncture nor the treatments were in compliance with relevant laws and regulations governing healthcare practice and/or licensing laws.

246. What is more, and as set forth above, many of the Insureds in the claims identified in Exhibits “2” – “4” were involved in relatively minor accidents, thus, to the extent that the Insureds suffered any healthcare problems at all as the result of their minor automobile accidents, the problems virtually always were limited to ordinary soft tissue injuries such as sprains and strains.

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

248. Nonetheless, in many of the claims for chiropractic, physical therapy, and acupuncture treatments identified in Exhibits “2” – “4”, Liberty Park Chiro, JPM PT, and Hao Acupuncture routinely purported to provide medically unnecessary chiropractic, physical therapy, and acupuncture treatments to Insureds who had been involved in relatively minor automobile accidents – and who had not suffered any injury more serious than a sprain, strain, or similar soft tissue injury – for months after the underlying accidents, and long after any attendant soft tissue pain or other symptoms attendant to the automobile accidents would have resolved.

249. For example:

- (i) On April 25, 2019, an Insured named MG was involved in an automobile accident. The contemporaneous police report indicated that MG’s vehicle was drivable following the accident. The police report further indicated that MG was not injured and did not complain of any pain at the scene. Nonetheless, MG presented later that same day to Northwell Health Hospital Emergency room where she was briefly observed on an outpatient basis and released shortly thereafter with no serious injury diagnosis. To the extent that MG experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, improved over time, and they did not require four months of physical therapy, chiropractic, and acupuncture services. Even so, between May 2019 and September 2019, JPM PT, Mangguray, Liberty Park Chiro, Ciccone, Hao Acupuncture, and Wu purported to provide MG with four months of purported physical therapy, chiropractic, and physical therapy “treatment” at JPM PT, Liberty Park Chiro, and Hao Acupuncture.
- (ii) On June 3, 2019 an Insured named HR was involved in an automobile accident.

The contemporaneous police report indicated that HR's vehicle was drivable following the accident. The police report further indicated that RA was not injured in the accident. In keeping with the fact that HR was not seriously injured, HR did not visit any hospital emergency department following the accident. To the extent that HR experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, improved over time, and they did not require five months of physical therapy, chiropractic, and acupuncture services. Even so, between June 2019 and November 2019, JPM PT, Mangguray, Liberty Park Chiro, Ciccone, Hao Acupuncture, and Wu purported to provide HR with five months of purported physical therapy, chiropractic, and physical therapy "treatment" at JPM PT, Liberty Park Chiro, and Hao Acupuncture.

- (iii) On June 29, 2019, an Insured named DB was involved in a minor automobile accident. The contemporaneous police report indicated that DB's vehicle was drivable following the accident. The police report further indicated that DB was not injured and did not complain of any pain. Nonetheless, DB presented the next day to Jamaica Hospital Medical Center where he was briefly observed on an outpatient basis and released shortly thereafter with no serious injury diagnosis. To the extent that DB experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, improved over time, and they did not require nineteen months of physical therapy, chiropractic, and acupuncture services. Even so, between July 2019 and February 2021, JPM PT, Mangguray, Liberty Park Chiro, Ciccone, Hao Acupuncture, and Wu purported to provide DB with nineteen months of purported physical therapy, chiropractic, and acupuncture "treatment" at JPM PT, Liberty Park Chiro and Hao Acupuncture.
- (iv) On May 9, 2020, an Insured named RA was involved in an automobile accident. The contemporaneous police report indicated that RA was not injured in the accident. In keeping with the fact that RA was not seriously injured, RA did not visit any hospital emergency room following the accident. To the extent that RA experienced any health problems at all as the result of the accident, they were of low or minimal severity at the outset, improved over time, and they did not require seventeen months of physical therapy, or 6 months of chiropractic, and acupuncture services. Even so, between May 2020 and October 2021, JPM PT and Mangguray purported to provide RA with seventeen months of purported physical therapy "treatment" at JPM PT, and between May 2020, and November 2020, Liberty Park Chiro, Ciccone, Hao Acupuncture, and Wu purported to provide RA with six months of purported chiropractic and physical therapy "treatment" at Liberty Park Chiro and Hao Acupuncture.
- (v) On May 17, 2021, an Insured named HK was involved in an automobile accident. HK's medical records indicated that HK was not seriously injured as a result of the accident. In keeping with the fact that HK was not seriously injured as a result of the accident, HK was not treated at the scene of the accident and did not visit any hospital emergency department following the accident. To the extent that HK experienced any health issues as a result of the accident, they were low or minimal in severity at

the outset, improved over time, and they did not require eight months of physical therapy and chiropractic services. Even so, between May 2021 and January 2022, JPM PT, Mangguray, Liberty Park Chiro, and Ciccone purported to provide HK with eight months of purported physical therapy and chiropractic, “treatment” at JPM PT and Liberty Park Chiro.

250. These are only representative examples. In the claims that are identified in Exhibits “2” – “4”, JPM PT, Mangguray, Liberty Park Chiro, Ciccone, Hao Acupuncture, and Wu frequently recommended and purported to provide medically unnecessary chiropractic, physical therapy, and acupuncture treatment to Insureds who had been involved in relatively minor accidents – and who had not suffered any injury more serious than a sprain, strain, or similar soft tissue injury – for months after the underlying accidents, and long after any attendant soft tissue pain or other symptoms attendant to the automobile accidents would have resolved.

### **III. The Fraudulent Billing Submitted to GEICO**

251. To support their fraudulent charges, the Defendants systematically submitted or caused to be submitted thousands of bills and treatment reports through Innovation Anesthesia, Liberty Park Chiro, Hao Acupuncture, and JPM PT, containing thousands of fraudulent charges, seeking payment for the Fraudulent Services for which they were not entitled to receive payment.

252. The bills and treatment reports were false and misleading in the following material respects:

- (i) The bills and treatment reports submitted or caused to be submitted by the Defendants uniformly misrepresented to GEICO that the Defendants were in compliance with all significant statutory and regulatory requirements governing healthcare practice and/or licensing laws, and therefore were eligible to receive PIP reimbursement. In fact, the Defendants were not in compliance with all significant statutory and regulatory requirements governing healthcare practice in New York and New Jersey and/or licensing laws, and therefore were not eligible to receive PIP reimbursement because: (a) the Defendants paid and received unlawful compensation in exchange for patient referrals; (b) the Defendants purported to provide, and billed for, the medically unnecessary and in some cases illusory Fraudulent Services; (c) the Defendants inflated, exaggerated, and misrepresented the nature and extent of the Fraudulent Services in their billing to GEICO; and (d)

Innovation Anesthesia unlawfully operated in New Jersey as a foreign professional corporation.

- (ii) The bills and treatment reports submitted or caused to be submitted by the Defendants uniformly misrepresented to GEICO that the Fraudulent Services were provided in compliance with all significant statutory and regulatory requirements governing healthcare practice in New York and New Jersey and/or licensing laws, and therefore were eligible for PIP reimbursement. In fact, the Fraudulent Services were not provided in compliance with all significant statutory and regulatory requirements governing healthcare practice in New York and New Jersey and/or licensing laws, and therefore were not eligible for PIP reimbursement, because: (a) the Fraudulent Services were provided pursuant to an unlawful referral scheme; and (b) the Fraudulent Services were medically unnecessary and, in many cases, illusory.
- (iii) The bills and treatment reports submitted or caused to be submitted by the Defendants uniformly misrepresented to GEICO that the Fraudulent Services were medically necessary and, in many cases, misrepresented to GEICO that the Fraudulent Services actually were performed in the first instance. In fact, the Fraudulent Services frequently were not performed at all and, to the extent that they were performed, they were not medically necessary and were performed as part of a pre-determined fraudulent treatment, referral, and billing protocol designed solely to financially enrich the Defendants, not to benefit the Insureds who supposedly were subjected to it.
- (iv) The bills and treatment reports submitted or caused to be submitted by the Defendants misrepresented and exaggerated the level of the Fraudulent Services, the nature of the Fraudulent Services that purportedly were provided, and the reimbursable amounts for the Fraudulent Services.

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

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

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

255. For instance, the Defendants knowingly misrepresented and concealed facts in order to prevent GEICO from discovering that the Fraudulent Services were medically unnecessary and were performed – to the extent that they were performed at all – pursuant to a

fraudulent, pre-determined protocol designed to maximize the charges that could be submitted, not to benefit the Insureds who supposedly were subjected to it.

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

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

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

259. GEICO is under statutory and contractual obligations to promptly and fairly process claims. The facially-valid documents submitted to GEICO in support of the fraudulent charges at issue, combined with the material misrepresentations and omissions described above, were designed to and did cause GEICO to rely upon them. As a result, GEICO has incurred damages of more than \$6,300,000.00.

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

**FIRST CAUSE OF ACTION**

**Against Innovation Anesthesia, Liberty Park Chiro, Hao Acupuncture, and JPM PT  
(Declaratory Judgment – 28 U.S.C. §§ 2201 and 2202)**

261. GEICO incorporates, as though fully set forth herein, each and every allegation in paragraphs 1 through 260 above.

262. There is an actual case in controversy between GEICO and Innovation Anesthesia, Liberty Park Chiro, Hao Acupuncture, and JPM PT regarding more than \$75,000.00 in unpaid billing for the Fraudulent Services that has been submitted to GEICO through Innovation Anesthesia, Liberty Park Chiro, Hao Acupuncture, and JPM PT.

263. Innovation Anesthesia, Liberty Park Chiro, Hao Acupuncture, and JPM PT have no right to receive payment for any pending bills submitted to GEICO because of the fraudulent and unlawful activities described herein.

264. Accordingly, GEICO requests a judgment pursuant to the Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202, declaring that Innovation Anesthesia, Liberty Park Chiro, Hao Acupuncture, and JPM PT have no right to receive payment for any pending bills submitted to GEICO.

**SECOND CAUSE OF ACTION**

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

265. GEICO incorporates, as though fully set forth herein, each and every allegation in paragraphs 1 through 260 above.

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

267. Chen knowingly conducted and/or participated, directly or indirectly, in the conduct of Innovation Anesthesia’s affairs through a pattern of racketeering activities consisting

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

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

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

270. GEICO has been injured in its business and property by reason of the above–described conduct in that it has paid at least \$850,000.00 pursuant to the fraudulent bills submitted through Innovation Anesthesia.

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

**THIRD CAUSE OF ACTION**

**Against Chen, JPM PT, Mangguray, Liberty Park Chiro, Ciccone, Hao Acupuncture, and  
Wu  
(Violation of RICO, 18 U.S.C. § 1962(d))**

272. GEICO incorporates, as though fully set forth herein, each and every allegation in paragraphs 1 through 260 above.

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

274. Chen, JPM PT, Mangguray, Liberty Park Chiro, Ciccone, Hao Acupuncture, and Wu are employed by and/or associated with the Innovation Anesthesia enterprise.

275. Chen, JPM PT, Mangguray, Liberty Park Chiro, Ciccone, Hao Acupuncture, and Wu knowingly have agreed, combined and conspired to conduct and/or participate, directly or indirectly, in the conduct of the Innovation Anesthesia enterprise’s affairs, through a pattern of racketeering activity consisting of repeated violations of the federal mail fraud statute, 18 U.S.C.

§ 1341, based upon the use of the United States mails to submit or cause to be submitted hundreds of fraudulent charges on a continuous basis for more than five years seeking payments that Innovation Anesthesia was not entitled to receive under the No-Fault Laws because: (i) the billed-for services were not medically necessary; (ii) the billed-for services were performed and billed pursuant to a pre-determined, fraudulent treatment and billing protocol designed solely to enrich the Defendants; (iii) the Defendants were engaged in an unlawful referral scheme; (iv) the billed-for services, in many cases, were not performed at all; (v) the billing codes used for the services misrepresented and exaggerated the level of services that purportedly were provided in order to inflate the charges that could be submitted; (vi) Innovation Anesthesia unlawfully operated in New Jersey as a foreign professional corporation; and (vii) neither Innovation Anesthesia nor the underlying services were in compliance with applicable law. The fraudulent charges and corresponding mailings submitted to GEICO that comprise, in part, the pattern of racketeering activity identified through the date of this Complaint are described, in part, in the chart annexed hereto as Exhibit "1". Each such mailing was made in furtherance of the mail fraud scheme.

276. Chen, JPM PT, Mangguray, Liberty Park Chiro, Ciccone, Hao Acupuncture, and Wu, knew of, agreed to and acted in furtherance of the common and overall objective (i.e., to defraud GEICO and other insurers of money) by submitting or facilitating the submission of the fraudulent charges to GEICO.

277. GEICO has been injured in its business and property by reason of the above-described conduct in that it has paid at least \$850,000.00 pursuant to the fraudulent bills submitted through Innovation Anesthesia.

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

**FOURTH CAUSE OF ACTION**  
**Against Innovation Anesthesia and Chen**  
**(Common Law Fraud)**

279. GEICO incorporates, as though fully set forth herein, each and every allegation in paragraphs 1 through 260 above.

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

281. The false and fraudulent statements of material fact and acts of fraudulent concealment include: (i) in every claim identified in Exhibit "1" the representation that Innovation Anesthesia and Chen were in compliance with all significant laws and regulations governing healthcare practice, when in fact they were not; (ii) in every claim identified in Exhibit "1", the representation that Innovation Anesthesia and Chen were eligible to receive PIP Benefits, when in fact they were not; (iii) in every claim identified in Exhibit "1", concealment of the Defendants' illegal kickback and referral scheme; (iv) in every claim identified in Exhibit "1", the representation that the Fraudulent Services were medically necessary, and in some cases actually performed, when in fact the Fraudulent Services were not medically necessary, in some cases were not performed at all, and were performed – to the extent that they were performed at all – as part of a pre-determined fraudulent treatment and billing protocol designed to financially enrich Innovation Anesthesia and Chen, not to benefit the Insureds who supposedly were subjected to

them; and (v) in every claim identified in Exhibit “1”, the representation that the Fraudulent Services were provided in compliance with the laws and regulations governing healthcare practice, and were eligible for PIP reimbursement, when in fact they were not.

282. Innovation Anesthesia and Chen intentionally made the above-described false and fraudulent statements and concealed material facts in a calculated effort to induce GEICO to pay charges submitted through Innovation Anesthesia that were not compensable.

283. GEICO justifiably relied on these false and fraudulent representations and acts of fraudulent concealment, and as a proximate result has been injured in its business and property by reason of the above-described conduct in that it has paid at least \$850,000.00 pursuant to the fraudulent bills submitted by the Defendants through Innovation Anesthesia.

284. Innovation Anesthesia and Chen’s extensive fraudulent conduct demonstrates a high degree of moral turpitude and wanton dishonesty that entitles GEICO to recover punitive damages

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

**FIFTH CAUSE OF ACTION**  
**Against Ciccone, Liberty Park Chiro, Wu,**  
**Hao Acupuncture, Mangguray, JPM PT**  
**(Aiding and Abetting Fraud)**

286. GEICO incorporates, as though fully set forth herein, each and every allegation in paragraphs 1 through 260 above.

287. JPM PT, Mangguray, Liberty Park Chiro, Ciccone, Hao Acupuncture, and Wu knowingly aided and abetted the fraudulent scheme that was perpetrated on GEICO by Innovation Anesthesia and Chen.

288. The acts of JPM PT, Mangguray, Liberty Park Chiro, Ciccone, Hao Acupuncture, and Wu in furtherance of the fraudulent scheme involve referring Insureds to Innovation Anesthesia and Chen for medically unnecessary services in exchange for unlawful compensation from Innovation Anesthesia and Chen.

289. The conduct of JPM PT, Mangguray, Liberty Park Chiro, Ciccone, Hao Acupuncture, and Wu was significant and material. The conduct of JPM PT, Mangguray, Liberty Park Chiro, Ciccone, Hao Acupuncture, and Wu was a necessary part of and was critical to the success of the fraudulent scheme because without their actions, there would be no opportunity for Innovation Anesthesia and Chen to obtain payment from GEICO and from other insurers.

290. JPM PT, Mangguray, Liberty Park Chiro, Ciccone, Hao Acupuncture, and Wu aided and abetted the fraudulent scheme in a calculated effort to induce GEICO into paying charges to Innovation Anesthesia for non-reimbursable and medically unnecessary Fraudulent Services, because they sought to continue profiting through the fraudulent scheme.

291. The conduct of JPM PT, Mangguray, Liberty Park Chiro, Ciccone, Hao Acupuncture, and Wu caused GEICO to pay more than \$850,000.00 pursuant to the fraudulent bills submitted or caused to be submitted through Innovation Anesthesia.

292. JPM PT, Mangguray, Liberty Park Chiro, Ciccone, Hao Acupuncture, and Wu's extensive fraudulent conduct demonstrates a high degree of moral turpitude and wanton dishonesty that entitles GEICO to recover punitive damages.

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

**SIXTH CAUSE OF ACTION**  
**Against Innovation Anesthesia and Chen**  
**(Unjust Enrichment)**

294. GEICO incorporates, as though fully set forth herein, each and every allegation in paragraphs 1 through 260 above.

295. As set forth above, Innovation Anesthesia and Chen have engaged in improper, unlawful, and/or unjust acts, all to the harm and detriment of GEICO.

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

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

298. Innovation Anesthesia and Chen's retention of GEICO's payments violates fundamental principles of justice, equity and good conscience.

299. By reason of the above, Innovation Anesthesia and Chen have been unjustly enriched in an amount to be determined at trial, but in no event less than \$850,000.00.

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

300. GEICO incorporates, as though fully set forth herein, each and every allegation in paragraphs 1 through 260 above.

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

302. Mangguray knowingly conducted and/or participated, directly or indirectly, in the conduct of JPM PT’s affairs through a pattern of racketeering activities consisting of repeated violations of the federal mail fraud statute, 18 U.S.C. § 1341, based upon the use of the United States mails to submit or cause to be submitted thousands of fraudulent charges on a continuous basis for over five years seeking payments that JPM PT was not entitled to receive under the No-Fault Laws because: (i) the billed-for services were not medically necessary; (ii) the billed-for services were performed and billed pursuant to a pre-determined, fraudulent treatment and billing protocol designed solely to enrich the Defendants; (iii) the Defendants were engaged in an unlawful referral scheme; (iv) the billed-for services, in many cases, were not legitimately performed at all; (v) the billing codes used for the services misrepresented and exaggerated the level of services that purportedly were provided in order to inflate the charges that could be submitted; and (vi) neither JPM PT nor the underlying services were in compliance with applicable law. The fraudulent charges and corresponding mailings submitted to GEICO that comprise, in part, the pattern of racketeering activity identified through the date of this Complaint are described, in part, in the chart annexed hereto as Exhibit “2”.

303. JPM PT’s business is racketeering activity, inasmuch as the enterprise exists for the purpose of submitting fraudulent charges to insurers. The predicate acts of mail fraud are the regular way in which Mangguray has operated JPM PT, inasmuch as JPM PT is not engaged in a legitimate physical therapy practice, and acts of mail fraud therefore are essential in order for JPM PT to function. Furthermore, the intricate planning required to carry out and conceal the predicate acts of mail fraud implies a threat of continued criminal activity, as does the fact that Mangguray

continues to submit fraudulent billing to GEICO, and continues to attempt collection on the fraudulent billing submitted through JPM PT to the present day.

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

305. GEICO has been injured in its business and property by reason of the above-described conduct in that it has paid at least \$3,700,000.00 pursuant to the fraudulent bills submitted through JPM PT.

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

**EIGHTH CAUSE OF ACTION**

**Against Chen, Innovation Anesthesia, Mangguray, Liberty Park Chiro, Ciccone, Hao  
Acupuncture, and Wu  
(Violation of RICO, 18 U.S.C. § 1962(d))**

307. GEICO incorporates, as though fully set forth herein, each and every allegation in paragraphs 1 through 260 above.

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

309. Chen, Innovation Anesthesia, Mangguray, Liberty Park Chiro, Ciccone, Hao Acupuncture, and Wu are employed by and/or associated with the JPM PT enterprise.

310. Chen, Innovation Anesthesia, Mangguray, Liberty Park Chiro, Ciccone, Hao Acupuncture, and Wu knowingly have agreed, combined and conspired to conduct and/or participate, directly or indirectly, in the conduct of the JPM PT enterprise's affairs, through a

pattern of racketeering activity consisting of repeated violations of the federal mail fraud statute, 18 U.S.C. § 1341, based upon the use of the United States mails to submit or cause to be submitted hundreds of fraudulent charges on a continuous basis for more than five years seeking payments that JPM PT was not entitled to receive under the No-Fault Laws because: (i) the billed-for services were not medically necessary; (ii) the billed-for services were performed and billed pursuant to a pre-determined, fraudulent treatment and billing protocol designed solely to enrich the Defendants; (iii) the Defendants were engaged in an unlawful referral scheme; (iv) the billed-for services, in many cases, were not legitimately performed at all; (v) the billing codes used for the services misrepresented and exaggerated the level of services that purportedly were provided in order to inflate the charges that could be submitted; and (vi) neither JPM PT nor the underlying services were in compliance with applicable law. The fraudulent charges and corresponding mailings submitted to GEICO that comprise, in part, the pattern of racketeering activity identified through the date of this Complaint are described, in part, in the chart annexed hereto as Exhibit “2”. Each such mailing was made in furtherance of the mail fraud scheme.

311. Chen, Innovation Anesthesia, Mangguray, Liberty Park Chiro, Ciccone, Hao Acupuncture, and Wu knew of, agreed to and acted in furtherance of the common and overall objective (i.e., to defraud GEICO and other insurers of money) by submitting or facilitating the submission of the fraudulent charges to GEICO.

312. GEICO has been injured in its business and property by reason of the above-described conduct in that it has paid at least \$3,700,000.00 pursuant to the fraudulent bills submitted through JPM PT.

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

**NINTH CAUSE OF ACTION**  
**Against JPM PT and Mangguray**  
**(Common Law Fraud)**

314. GEICO incorporates, as though fully set forth herein, each and every allegation in paragraphs 1 through 260 above.

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

316. The false and fraudulent statements of material fact and acts of fraudulent concealment include: (i) in every claim identified in Exhibit "2" the representation that JPM PT and Mangguray were in compliance with all significant laws and regulations governing healthcare practice, when in fact they were not; (ii) in every claim identified in Exhibit "2", the representation that JPM PT and Mangguray were eligible to receive PIP Benefits, when in fact they were not; (iii) in every claim identified in Exhibit "2", concealment of the Defendants' illegal kickback and referral scheme; (iv) in every claim identified in Exhibit "2", the representation that the Fraudulent Services were medically necessary, and in some cases actually performed, when in fact the Fraudulent Services were not medically necessary, in some cases were not performed at all, and were performed – to the extent that they were performed at all – as part of a pre-determined fraudulent treatment and billing protocol designed to financially enrich Innovation Anesthesia and Chen, not to benefit the Insureds who supposedly were subjected to them; and (v) in every claim identified in Exhibit "2", the representation that the Fraudulent Services were provided in

compliance with the laws and regulations governing healthcare practice, and were eligible for PIP reimbursement, when in fact they were not.

317. JPM PT and Mangguray intentionally made the above-described false and fraudulent statements and concealed material facts in a calculated effort to induce GEICO to pay charges submitted through JPM PT that were not compensable.

318. GEICO justifiably relied on these false and fraudulent representations and acts of fraudulent concealment, and as a proximate result has been injured in its business and property by reason of the above-described conduct in that it has paid at least \$3,700,000 pursuant to the fraudulent bills submitted by the Defendants through JPM PT.

319. JPM PT and Mangguray's extensive fraudulent conduct demonstrates a high degree of moral turpitude and wanton dishonesty that entitles GEICO to recover punitive damages

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

**TENTH CAUSE OF ACTION**  
**Against Innovation Anesthesia and Chen**  
**(Aiding and Abetting Fraud)**

321. GEICO incorporates, as though fully set forth herein, each and every allegation in paragraphs 1 through 260 above.

322. Innovation Anesthesia and Chen knowingly aided and abetted the fraudulent scheme that was perpetrated on GEICO by JPM PT and Mangguray.

323. The acts of Innovation Anesthesia and Chen in furtherance of the fraudulent scheme involve participating in the referral of Insureds to JPM PT for medically unnecessary services.

324. The conduct of Innovation Anesthesia and Chen was significant and material. The conduct of Innovation Anesthesia and Chen was a necessary part of and was critical to the success of the fraudulent scheme because without their actions, there would be no opportunity for JPM PT an Mangguray to obtain payment from GEICO and from other insurers.

325. Innovation Anesthesia and Chen aided and abetted the fraudulent scheme in a calculated effort to induce GEICO into paying charges to JPM PT for non-reimbursable and medically unnecessary Fraudulent Services, because it sought to continue profiting through the fraudulent scheme.

326. The conduct of Innovation Anesthesia caused GEICO to pay more than \$3,700,000.00 pursuant to the fraudulent bills submitted or caused to be submitted through JPM PT.

327. Innovation Anesthesia's extensive fraudulent conduct demonstrates a high degree of moral turpitude and wanton dishonesty that entitles GEICO to recover punitive damages. Accordingly, by virtue of the foregoing, GEICO is entitled to compensatory and punitive damages, together with interest and costs, and any other relief the Court deems just and proper.

**ELEVENTH CAUSE OF ACTION**  
**Against JPM PT and Mangguray**  
**(Unjust Enrichment)**

328. GEICO incorporates, as though fully set forth herein, each and every allegation in paragraphs 1 through 260 above.

329. As set forth above, JPM PT and Mangguray have engaged in improper, unlawful, and/or unjust acts, all to the harm and detriment of GEICO.

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

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

332. JPM PT and Mangguray's retention of GEICO's payments violates fundamental principles of justice, equity and good conscience.

333. By reason of the above, JPM PT and Mangguray have been unjustly enriched in an amount to be determined at trial, but in no event less than \$3,700,000.00.

**TWELFTH CAUSE OF ACTION**  
**Against Ciccone**  
**(Violation of RICO, 18 U.S.C. § 1962(c))**

334. GEICO incorporates, as though fully set forth herein, each and every allegation in paragraphs 1 through 260 above.

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

to enrich the Defendants; (iii) the Defendants were engaged in an unlawful referral scheme; (iv) the billed-for services, in many cases, were not legitimately performed at all; (v) the billing codes used for the services misrepresented and exaggerated the level of services that purportedly were provided in order to inflate the charges that could be submitted; and (vi) neither Liberty Park Chiro nor the underlying services were in compliance with applicable law. The fraudulent charges and corresponding mailings submitted to GEICO that comprise, in part, the pattern of racketeering activity identified through the date of this Complaint are described, in part, in the chart annexed hereto as Exhibit “3”.

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

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

338. GEICO has been injured in its business and property by reason of the above-described conduct in that it has paid at least \$840,000.00 pursuant to the fraudulent bills submitted through Liberty Park Chiro.

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

**THIRTEENTH CAUSE OF ACTION**  
**Against Innovation Anesthesia, Chen, Ciccone, JPM PT, Mangguray, Hao Acupuncture,  
and Wu**  
**(Violation of RICO, 18 U.S.C. § 1962(d))**

340. GEICO incorporates, as though fully set forth herein, each and every allegation in paragraphs 1 through 260 above.

341. Liberty Park Chiro is an ongoing "enterprise", as that term is defined in 18 U.S.C. § 1961(4), that engages in activities which affect interstate commerce.

342. Innovation Anesthesia, Chen, Ciccone, JPM PT, Mangguray, Hao Acupuncture, and Wu are employed by and/or associated with the Liberty Park Chiro enterprise.

343. Innovation Anesthesia, Chen, Ciccone, JPM PT, Mangguray, Hao Acupuncture, and Wu knowingly have agreed, combined and conspired to conduct and/or participate, directly or indirectly, in the conduct of the Liberty Park Chiro enterprise's affairs, through a pattern of racketeering activity consisting of repeated violations of the federal mail fraud statute, 18 U.S.C. § 1341, based upon the use of the United States mails to submit or cause to be submitted hundreds of fraudulent charges on a continuous basis for more than five years seeking payments that Liberty Park Chiro was not entitled to receive under the No-Fault Laws because: (i) the billed-for services were not medically necessary; (ii) the billed-for services were performed and billed pursuant to a pre-determined, fraudulent treatment and billing protocol designed solely to enrich the

Defendants; (iii) the Defendants were engaged in an unlawful referral scheme; (iv) the billed-for services, in many cases, were not legitimately performed at all; (v) the billing codes used for the services misrepresented and exaggerated the level of services that purportedly were provided in order to inflate the charges that could be submitted; and (vi) neither Liberty Park Chiro nor the underlying services were in compliance with applicable law. The fraudulent charges and corresponding mailings submitted to GEICO that comprise, in part, the pattern of racketeering activity identified through the date of this Complaint are described, in part, in the chart annexed hereto as Exhibit “3”. Each such mailing was made in furtherance of the mail fraud scheme.

344. Innovation Anesthesia, Chen, Ciccone, JPM PT, Mangguray, Hao Acupuncture, and Wu knew of, agreed to and acted in furtherance of the common and overall objective (i.e., to defraud GEICO and other insurers of money) by submitting or facilitating the submission of the fraudulent charges to GEICO.

345. GEICO has been injured in its business and property by reason of the above-described conduct in that it has paid at least \$840,000.00 pursuant to the fraudulent bills submitted through Liberty Park Chiro.

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

**FOURTEENTH CAUSE OF ACTION**  
**Against Liberty Park Chiro and Ciccone**  
**(Common Law Fraud)**

347. GEICO incorporates, as though fully set forth herein, each and every allegation in paragraphs 1 through 260 above.

348. Liberty Park Chiro and Ciccone intentionally and knowingly made false and fraudulent statements of material fact to GEICO and concealed material facts from GEICO in the course of their submission of thousands of fraudulent charges seeking payment for the Fraudulent Services.

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

350. Liberty Park Chiro and Ciccone intentionally made the above-described false and fraudulent statements and concealed material facts in a calculated effort to induce GEICO to pay charges submitted through Liberty Park Chiro that were not compensable

351. GEICO justifiably relied on these false and fraudulent representations and acts of fraudulent concealment, and as a proximate result has been injured in its business and property by reason of the above-described conduct in that it has paid at least \$840,000.00 pursuant to the fraudulent bills submitted by the Defendants through Liberty Park Chiro.

352. Liberty Park Chiro and Ciccone's extensive fraudulent conduct demonstrates a high degree of moral turpitude and wanton dishonesty that entitles GEICO to recover punitive damages

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

**FIFTEENTH CAUSE OF ACTION**  
**Against Chen and Innovation Anesthesia**  
**(Aiding and Abetting Fraud)**

354. GEICO incorporates, as though fully set forth herein, each and every allegation in paragraphs 1 through 260 above.

355. Innovation Anesthesia and Chen knowingly aided and abetted the fraudulent scheme that was perpetrated on GEICO by Liberty Park Chiro and Ciccone.

356. The acts of Innovation Anesthesia and Chen in furtherance of the fraudulent scheme involve participating in the referral of Insureds to Liberty Park Chiro for medically unnecessary services.

357. The conduct of Innovation Anesthesia and Chen was significant and material. The conduct of Innovation Anesthesia and Chen was a necessary part of and was critical to the success of the fraudulent scheme because without their actions, there would be no opportunity for Liberty Park Chiro and Ciccone to obtain payment from GEICO and from other insurers.

358. Innovation Anesthesia and Chen aided and abetted the fraudulent scheme in a calculated effort to induce GEICO into paying charges to Liberty Park Chiro for non-reimbursable and medically unnecessary Fraudulent Services, because they sought to continue profiting through the fraudulent scheme.

359. The conduct of Innovation Anesthesia and Chen caused GEICO to pay more than \$840,000.00 pursuant to the fraudulent bills submitted or caused to be submitted through Liberty Park Chiro.

360. Innovation Anesthesia and Chen's extensive fraudulent conduct demonstrates a high degree of moral turpitude and wanton dishonesty that entitles GEICO to recover punitive damages.

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

**SIXTEENTH CAUSE OF ACTION**  
**Against Liberty Park Chiro and Ciccone**  
**(Unjust Enrichment)**

362. GEICO incorporates, as though fully set forth herein, each and every allegation in paragraphs 1 through 260 above.

363. As set forth above, Liberty Park Chiro and Ciccone have engaged in improper, unlawful, and/or unjust acts, all to the harm and detriment of GEICO.

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

365. Liberty Park Chiro and Ciccone have been enriched at GEICO's expense by GEICO's payments which constituted a benefit that the Defendants voluntarily accepted notwithstanding their improper, unlawful, and unjust billing scheme.

366. Liberty Park Chiro and Ciccone's retention of GEICO's payments violates fundamental principles of justice, equity and good conscience.

367. By reason of the above, Liberty Park Chiro and Ciccone have been unjustly enriched in an amount to be determined at trial, but in no event less than \$840,000.00.

**SEVENTEENTH CAUSE OF ACTION**  
**Against Wu**  
**(Violation of RICO, 18 U.S.C. § 1962(c))**

368. GEICO incorporates, as though fully set forth herein, each and every allegation in paragraphs 1 through 260 above.

369. Hao Acupuncture is an ongoing "enterprise", as that term is defined in 18 U.S.C. § 1961(4), that engages in activities which affect interstate commerce. Wu knowingly conducted and/or participated, directly or indirectly, in the conduct of Hao Acupuncture's affairs through a pattern of racketeering activities consisting of repeated violations of the federal mail fraud statute, 18 U.S.C. § 1341, based upon the use of the United States mails to submit or cause to be submitted thousands of fraudulent charges on a continuous basis for over five years seeking payments that Hao Acupuncture was not entitled to receive under the No-Fault Laws because: (i) the billed-for services were not medically necessary; (ii) the billed-for services were performed and billed pursuant to a pre-determined, fraudulent treatment and billing protocol designed solely to enrich the Defendants; (iii) the Defendants were engaged in an unlawful referral scheme; (iv) the billed-for services, in many cases, were not legitimately performed at all; (v) the billing codes used for the services misrepresented and exaggerated the level of services that purportedly were provided

in order to inflate the charges that could be submitted; and (vi) neither Hao Acupuncture nor the underlying services were in compliance with applicable law. The fraudulent charges and corresponding mailings submitted to GEICO that comprise, in part, the pattern of racketeering activity identified through the date of this Complaint are described, in part, in the chart annexed hereto as Exhibit “4”.

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

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

372. GEICO has been injured in its business and property by reason of the above-described conduct in that it has paid at least \$970,000.00 pursuant to the fraudulent bills submitted through Hao Acupuncture.

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

**EIGHTEENTH CAUSE OF ACTION**  
**Against Innovation Anesthesia, Chen, Liberty Park Chiro, Ciccone, JPM PT, Mangguray, and Wu**  
**Violation of RICO, 18 U.S.C. § 1962(d))**

374. GEICO incorporates, as though fully set forth herein, each and every allegation in paragraphs 1 through 260 above.

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

376. Innovation Anesthesia, Chen, Liberty Park Chiro, Ciccone, JPM PT, Mangguray, and Wu are employed by and/or associated with the Hao Acupuncture enterprise.

377. Innovation Anesthesia, Chen, Liberty Park Chiro, Ciccone, JPM PT, Mangguray, and Wu knowingly have agreed, combined and conspired to conduct and/or participate, directly or indirectly, in the conduct of the Hao Acupuncture enterprise's affairs, through a pattern of racketeering activity consisting of repeated violations of the federal mail fraud statute, 18 U.S.C. § 1341, based upon the use of the United States mails to submit or cause to be submitted hundreds of fraudulent charges on a continuous basis for more than five years seeking payments that Hao Acupuncture was not entitled to receive under the No-Fault Laws because: (i) the billed-for services were not medically necessary; (ii) the billed-for services were performed and billed pursuant to a pre-determined, fraudulent treatment and billing protocol designed solely to enrich the Defendants; (iii) the Defendants were engaged in an unlawful referral scheme; (iv) the billed-for services, in many cases, were not legitimately performed at all; (v) the billing codes used for the services misrepresented and exaggerated the level of services that purportedly were provided

in order to inflate the charges that could be submitted; and (vi) neither Hao Acupuncture nor the underlying services were in compliance with applicable law. The fraudulent charges and corresponding mailings submitted to GEICO that comprise, in part, the pattern of racketeering activity identified through the date of this Complaint are described, in part, in the chart annexed hereto as Exhibit “4”. Each such mailing was made in furtherance of the mail fraud scheme.

378. Innovation Anesthesia, Chen, Liberty Park Chiro, Ciccone, JPM PT, Mangguray, and Wu knew of, agreed to and acted in furtherance of the common and overall objective (i.e., to defraud GEICO and other insurers of money) by submitting or facilitating the submission of the fraudulent charges to GEICO.

379. GEICO has been injured in its business and property by reason of the above-described conduct in that it has paid at least \$970,000.00 pursuant to the fraudulent bills submitted through Hao Acupuncture.

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

**NINETEENTH CAUSE OF ACTION**  
**Against Hao Acupuncture and Wu**  
**(Common Law Fraud)**

381. GEICO incorporates, as though fully set forth herein, each and every allegation in paragraphs 1 through 260 above.

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

383. The false and fraudulent statements of material fact and acts of fraudulent concealment include: (i) in every claim identified in Exhibit “4” the representation that Hao Acupuncture and Wu were in compliance with all significant laws and regulations governing healthcare practice, when in fact they were not; (ii) in every claim identified in Exhibit “4”, the representation that Hao Acupuncture and Wu were eligible to receive PIP Benefits, when in fact they were not; (iii) in every claim identified in Exhibit “4”, concealment of the Defendants’ illegal kickback and referral scheme; (iv) in every claim identified in Exhibit “4”, the representation that the Fraudulent Services were medically necessary, and in some cases actually performed, when in fact the Fraudulent Services were not medically necessary, in some cases were not performed at all, and were performed – to the extent that they were performed at all – as part of a pre-determined fraudulent treatment and billing protocol designed to financially enrich Hao Acupuncture and Wu, not to benefit the Insureds who supposedly were subjected to them; and (v) in every claim identified in Exhibit “4”, the representation that the Fraudulent Services were provided in compliance with the laws and regulations governing healthcare practice, and were eligible for PIP reimbursement, when in fact they were not.

384. Hao Acupuncture and Wu intentionally made the above-described false and fraudulent statements and concealed material facts in a calculated effort to induce GEICO to pay charges submitted through Hao Acupuncture that were not compensable.

385. GEICO justifiably relied on these false and fraudulent representations and acts of fraudulent concealment, and as a proximate result has been injured in its business and property by reason of the above-described conduct in that it has paid at least \$970,000.00 pursuant to the fraudulent bills submitted by the Defendants through Hao Acupuncture.

386. Hao Acupuncture and Wu's extensive fraudulent conduct demonstrates a high degree of moral turpitude and wanton dishonesty that entitles GEICO to recover punitive damages

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

**TWENTIETH CAUSE OF ACTION**  
**Against Innovation Anesthesia and Chen**  
**(Aiding and Abetting Fraud)**

388. GEICO incorporates, as though fully set forth herein, each and every allegation in paragraphs 1 through 260 above.

389. Innovation Anesthesia and Chen knowingly aided and abetted the fraudulent scheme that was perpetrated on GEICO by Hao Acupuncture and Wu.

390. The acts of Innovation Anesthesia and Chen in furtherance of the fraudulent scheme involve referring Insureds to Hao Acupuncture and Wu for medically unnecessary services in exchange for unlawful compensation from Hao Acupuncture and Wu.

391. The conduct of Innovation Anesthesia and Chen was significant and material. The conduct of Innovation Anesthesia and Chen was a necessary part of and was critical to the success of the fraudulent scheme because without their actions, there would be no opportunity for Hao Acupuncture and Wu to obtain payment from GEICO and from other insurers.

392. Innovation Anesthesia and Chen aided and abetted the fraudulent scheme in a calculated effort to induce GEICO into paying charges to Hao Acupuncture for non-reimbursable and medically unnecessary Fraudulent Services, because they sought to continue profiting through the fraudulent scheme.

393. The conduct of Innovation Anesthesia and Chen caused GEICO to pay more than \$970,000.00 pursuant to the fraudulent bills submitted or caused to be submitted through Hao Acupuncture.

394. Innovation Anesthesia and Chen's extensive fraudulent conduct demonstrates a high degree of moral turpitude and wanton dishonesty that entitles GEICO to recover punitive damages.

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

**TWENTY FIRST CAUSE OF ACTION**  
**Against Hao Acupuncture and Wu**  
**(Unjust Enrichment)**

396. GEICO incorporates, as though fully set forth herein, each and every allegation in paragraphs 1 through 260 above.

397. As set forth above, Hao Acupuncture and Wu have engaged in improper, unlawful, and/or unjust acts, all to the harm and detriment of GEICO.

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

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

400. Hao Acupuncture and Wu's retention of GEICO's payments violates fundamental principles of justice, equity and good conscience.

401. By reason of the above, Hao Acupuncture and Wu have been unjustly enriched in an amount to be determined at trial, but in no event less than \$970,000.00.

**JURY DEMAND**

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

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

A. On the First Cause of Action against Innovation Anesthesia, Liberty Park Chiro, Hao Acupuncture, and JPM PT, a declaration pursuant to the Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202, that Innovation Anesthesia, Liberty Park Chiro, Hao Acupuncture, and JPM PT have no right to receive payment for any pending bills submitted to GEICO;

B. On the Second Cause of Action against Chen, compensatory damages in favor of GEICO an amount to be determined at trial but in excess of \$850,000.00 together with treble damages, costs, and reasonable attorneys' fees pursuant to 18 U.S.C. § 1964(c) plus interest;

C. On the Third Cause of Action against Chen, JPM PT, Mangguray, Liberty Park Chiro, Ciccone, Hao Acupuncture, and Wu, compensatory damages in favor of GEICO an amount to be determined at trial but in excess of \$850,000.00 together with treble damages, costs, and reasonable attorneys' fees pursuant to 18 U.S.C. § 1964(c) plus interest;

D. On the Fourth Cause of Action against Innovation Anesthesia and Chen, compensatory damages in favor of GEICO an amount to be determined at trial but in excess of

\$850,000.00, together with punitive damages, costs, interest and such other and further relief as this Court deems just and proper;

E. On the Fifth Cause of Action against Ciccone, Liberty Park Chiro, Wu, Hao Acupuncture, Mangguray, JPM PT, compensatory damages in favor of GEICO an amount to be determined at trial but in excess of \$850,000.00, together with punitive damages, costs, interest and such other and further relief as this Court deems just and proper;

F. On the Sixth Cause of Action against Innovation Anesthesia and Chen, more than \$850,000.00 in compensatory damages, plus costs and interest and such other and further relief as this Court deems just and proper;

G. On the Seventh Cause of Action against Mangguray, compensatory damages in favor of GEICO an amount to be determined at trial but in excess of \$3,700,000 together with treble damages, costs, and reasonable attorneys' fees pursuant to 18 U.S.C. § 1964(c) plus interest;

H. On the Eighth Cause of Action against Chen, Innovation Anesthesia, Mangguray, Liberty Park Chiro, Ciccone, Hao Acupuncture, and Wu, compensatory damages in favor of GEICO an amount to be determined at trial but in excess of \$3,700,000 together with treble damages, costs, and reasonable attorneys' fees pursuant to 18 U.S.C. § 1964(c) plus interest;

I. On the Ninth Cause of Action against JPM PT and Mangguray, compensatory damages in favor of GEICO an amount to be determined at trial but in excess of \$3,700,000, together with punitive damages, costs, interest and such other and further relief as this Court deems just and proper;

J. On the Tenth Cause of Action against Innovation Anesthesia and Chen, compensatory damages in favor of GEICO an amount to be determined at trial but in excess of

\$3,700,000, together with punitive damages, costs, interest and such other and further relief as this Court deems just and proper; and

K. On the Eleventh Cause of Action against JPM PT and Mangguray, more than \$3,700,000 in compensatory damages, plus costs and interest and such other and further relief as this Court deems just and proper.

L. On the Twelfth Cause of Action against Ciccone, compensatory damages in favor of GEICO an amount to be determined at trial but in excess of \$840,000.00 together with treble damages, costs, and reasonable attorneys' fees pursuant to 18 U.S.C. § 1964(c) plus interest;

M. On the Thirteenth Cause of Action against Innovation Anesthesia, Chen, Ciccone, JPM PT, Mangguray, Hao Acupuncture, and Wu, compensatory damages in favor of GEICO an amount to be determined at trial but in excess of \$840,000.00 together with treble damages, costs, and reasonable attorneys' fees pursuant to 18 U.S.C. § 1964(c) plus interest;

N. On the Fourteenth Cause of Action against Liberty Park Chiro and Ciccone, compensatory damages in favor of GEICO an amount to be determined at trial but in excess of \$840,000.00, together with punitive damages, costs, interest and such other and further relief as this Court deems just and proper;

O. On the Fifteenth Cause of Action against Chen and Innovation Anesthesia, compensatory damages in favor of GEICO an amount to be determined at trial but in excess of \$840,000.00, together with punitive damages, costs, interest and such other and further relief as this Court deems just and proper; and

P. On the Sixteenth Cause of Action against Liberty Park Chiro and Ciccone, more than \$840,000.00 in compensatory damages, plus costs and interest and such other and further relief as this Court deems just and proper.

Q. On the Seventeenth Cause of Action against Wu, compensatory damages in favor of GEICO an amount to be determined at trial but in excess of \$970,000.00 together with treble damages, costs, and reasonable attorneys' fees pursuant to 18 U.S.C. § 1964(c) plus interest;

R. On the Eighteenth Cause of Action against Innovation Anesthesia, Chen, Liberty Park Chiro, Ciccone, JPM PT, Mangguray, and Wu, compensatory damages in favor of GEICO an amount to be determined at trial but in excess of \$970,000.00 together with treble damages, costs, and reasonable attorneys' fees pursuant to 18 U.S.C. § 1964(c) plus interest;

S. On the Nineteenth Cause of Action against Hao Acupuncture and Wu, compensatory damages in favor of GEICO an amount to be determined at trial but in excess of \$970,000.00, together with punitive damages, costs, interest and such other and further relief as this Court deems just and proper;

T. On the Twentieth Cause of Action against Innovation Anesthesia and Chen, compensatory damages in favor of GEICO an amount to be determined at trial but in excess of \$970,000.00, together with punitive damages, costs, interest and such other and further relief as this Court deems just and proper; and

U. On the Twenty-First Cause of Action against Hao Acupuncture and Wu, more than \$970,000.00 in compensatory damages, plus costs and interest and such other and further relief as this Court deems just and proper.

Dated: March 26, 2024

RIVKIN RADLER LLP

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